

# **City of Fontana**

8353 Sierra Avenue  
Fontana, CA 92335



## **Regular Agenda**

**Ord. No.1969 Reso. No. 2025-022**

**Tuesday, May 13, 2025**

**2:00 PM**

**Grover W. Taylor Council Chambers**

## **City Council Meeting**

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

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

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

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

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

**PUBLIC COMMUNICATION - CLOSED SESSION:**

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

**A. Public Communications - Closed Session****CLOSED SESSION:****A. 1:00 P.M. CLOSED SESSION**

- A. 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6** [25-0211](#)  
**City Negotiator:** John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. **Employee Organization(s):** Police Officers Association.

**CALL TO ORDER/ROLL CALL:****A. Call To Order/Roll Call:**

**INVOCATION/PLEDGE OF ALLEGIANCE:**

- A. Invocation/Pledge of Allegiance:

**PROCLAMATION:**

- A. Proclamation

- A. 1. Mayor Warren and City Council to proclaim Thursday, May 22, 2025, as POLICE OFFICERS MEMORIAL DAY in Fontana and the week of May 11-17, 2025, as National Police Week in Fontana (Police Officers Association Board Member Leonard Sein to accept). [25-0193](#)
2. Mayor Warren and City Council to proclaim the month of May 2025 as National Building and Safety Month (Building and Safety Director Jeffrey Baughman to accept).
3. Mayor Warren and City Council to proclaim May 5-11, 2025, as Professional Municipal Clerk's Week (City Clerk Germaine Key to accept).

**SPECIAL PRESENTATIONS:**

- A. Special Presentations

- A. 1. Mayor Warren and City Council to recognize, Officers Adam Sein, Matthew Sherwood, Jonathan Bagley, Garret Mahan, Brett Swanson and Christopher Drayer; Dispatcher II's Erika Barajas & Teddy Boucher and Dispatcher I Melissa Lucero as March 2025 Employees of the Month (Captain Brian Binks to present). [25-0194](#)
2. Mayor Warren and City Council to recognize the 2025 Building and Safety Employee of the Year (Building and Safety Director Jeffrey Baughman to present).
3. Mayor Warren and City Council to recognize City Clerk's Department Employee of the Year (Chief Deputy City Clerk, Christina Rudsell to present).

**PUBLIC COMMUNICATIONS:**

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

on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

**A. Public Communications**

**CONSENT CALENDAR:**

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

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

**A. Approval of Minutes [25-0192](#)**

Approve the minutes of the April 22, 2025, Regular City Council Meeting.

**Attachments:** [Attachment No. 1 - City Council Meeting Minutes 04-22-2025.pdf](#)

**B. Adoption of Ordinance No. 1968, Adding Article VII to Fontana Municipal Code Chapter 16 regarding Camping in the City. [25-0191](#)**

Second Reading/Adopt **Ordinance No. 1968**, Adding Article VII Entitled "Camping" to Chapter 16 of the Fontana Municipal Code to Establish Procedures for the Handling of Camping and Associated Matters.

**Attachments:** [Attachment No. 1 - Ord. No. 1968.docx](#)  
[Attachment No. 2 - Chapter 16 Article VII Draft.pdf](#)  
[Attachment No. 3 - Posted Notice Draft.pdf](#)

**C. Approve Pre-Qualified Planning Firms to Provide On-Call Professional Services [25-0095](#)**

1. Approve the Pre-Qualified Firms List to provide various On-Call Professional Planning Services.
2. Authorize the City Manager to execute On-Call Professional Agreements with selected firms on an as-needed basis for a period of six (6) years from approval.
3. Authorize the City Manager to execute any future amendments to the On-Call Professional Agreements.

**Attachments:** [Attachment No. 1 - On call planning consultant list](#)

**D. Adopt a Resolution for Projects Funded by the Road Repair and Accountability Act, SB 1 [25-0168](#)**

Adopt **Resolution No. 2025-022**, of the City Council of the City of Fontana to incorporate projects funded by SB 1, the Road Repair and Accountability Act, for Fiscal Year 2025-2026.

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

**E. Award a Construction Contract for the Stage Red Theater Outdoor Deck Project (PW-25-125-SB) [25-0187](#)**

1. Award bid and authorize the City Manager to execute a construction contract with Oppenheimer National for the construction of the Stage Red Theater Outdoor Deck Project in the amount of \$244,400.00 and authorize a 10% contingency in the amount of \$24,440.00 (PW-25-125-SB).
2. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for the Stage Red Theater Outdoor Deck Project (PW-25-125-SB).

**Attachments:** [Attachment No. 1 Summary Bid Results.pdf](#)  
[Attachment No. 2 - STAGE RED DECK PROJECT RENDERING.docx](#)  
[Attachment No. 3- Oppenheimer National Bid - PW-25-125-SB.pdf](#)

**F. Award Construction Management Services contract with C.W. Driver, LLC for the Downtown West Parking Structure Project (DE-25-98-SP). [25-0188](#)**

1. Award and authorize the City Manager to execute the Professional Services Agreement with C.W. Driver, LLC for the Downtown West Parking Structure Project in the amount of \$596,576.00 (Request for Proposals DE-25-98-SP).
2. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments not exceeding \$100,000.00 for the Downtown West Parking Structure Project (Request for Proposals DE-25-98-SP).

**Attachments:** [Attachment No. 1- Vicinity Map.pdf](#)  
[Attachment No. 2 Evaluation Score Summary \(DE-25-98-SP\).pdf](#)  
[Attachment No. 3- \[DRAFT\] Professional Services Agreement.pdf](#)

**G. Approve a Professional Services Agreement for Architectural Design Services with Robert, Borders & Associates for the Regional Navigation Center Tenant Improvements Project (DE-25-91-SP) [25-0196](#)**

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Robert, Borders & Associates for Architectural Design Services for the Regional Navigation Center Tenant Improvements Project in the amount of \$625,399.00 (Request for Proposals DE-25-91-SP).
2. Appropriate \$150,000.00 from Capital Reinvestment Fund (601) to the Regional Navigation Center Tenant Improvements Project (PN37600084).
3. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments not exceeding \$100,000.00 for the Regional Navigation Center Tenant Improvements Project (Request for Proposals DE-25-91-SP).
4. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the Regional Navigation Center Tenant Improvements Project.

**Attachments:** [Attachment No. 1- Vicinity Map RNCTI.pdf](#)  
[Attachment No. 2 - Ranking Matrix.pdf](#)  
[Attachment No. 3 - \[Draft\] Professional Services Agreement \(Architectural Services; DE-25-91-SP\).pdf](#)

**H. Authorize Operating funding to the Stage Red Enterprise Fund. [25-0197](#)**

Approving funding to the Stage Red Enterprise Fund for operating expenses to ASM Global.

**I. Police Department Monthly Information Update [25-0198](#)**

Accept the Police Department monthly information update for March 2025.

**Attachments:** [Attachment No. 1- March 2025 Report for City Council Rev.pptx](#)

**J. Pacific Electric Trail Canopy (Outdoor Fitness Zone Equipment) PW-24-251-CC [25-0199](#)**

Authorize an increase in the construction amount by \$81,817.50, bringing the total amount to \$244,011.61, and authorize a 10% contingency of \$24,401.16.

**Attachments:** [Attachment No. 1- PE Trail Shade Canopy Location.pdf](#)  
[Attachment No. 2- Proposed Fitness Zone.pdf](#)  
[Attachment No. 3 - CC action report 121024.pdf](#)  
[Attachment No. 4- Quote# 22451 134 long canopy.pdf](#)

**PUBLIC HEARINGS:**

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

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

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

**A. Master Case No. 25-00011 and Municipal Code Amendment No. 25-001: Fontana Municipal Code amendments to Chapter 30 (Zoning and Development Code) to establish a new entertainment center overlay district with three (3) Entertainment Center planning areas with land use restrictions and requirements; revisions to the land use tables in Form Based Code (FBC) Downtown Gateway, Sierra Gateway, Route 66 Gateway and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and along Sierra Avenue from I-10 to Randall Avenue, revise the permit requirements for farmers markets from minor use permit to temporary use permit; revise the nonconforming provisions to allow for expansions for up to 50 percent along with an extension of a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions; and include a requirement for the installation of Route 66 signage for certain properties along Foothill Boulevard for projects that undergoing a Design Review or an Administrative Site Plan, pursuant to the certified General Plan Environmental Impact Report (State Clearinghouse (SCH) No. 2016021099) and Public Resources Code Section 21083.3.**

**[25-0136](#)**

1. Determine that the proposed amendments are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA specifically Public Resources Code 20183.3 and CEQA Guidelines Section 15183, as the proposed amendments will have no new or more severe significant environmental effect "peculiar to"

the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken; and

2. Read by title only and waive further reading of and introduce **Ordinance No.1969**, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0011 and Municipal Code Amendment No. 25-001 to establish a new entertainment center overlay district with three (3) Entertainment Center planning areas with land use restrictions and requirements; revisions to the land use tables in Form Based Code (FBC) Downtown Gateway, Sierra Gateway, Route 66 Gateway and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and Along Sierra Avenue from I-10 to Randall Avenue, revise the permit requirements for farmers markets from minor use permit to temporary use permit; revise the nonconforming provisions to allow for expansions for up to 50 percent along with an extension of a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions; and include a requirement for the installation of Route 66 signage for certain properties along Foothill Boulevard for projects that undergoing a Design Review or an Administrative Site Plan.

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

[Exhibit A to Ordinance](#)

[Attachment No. 2 - Notice of Determination](#)

[Attachment No. 3 - Public Hearing Notice](#)

## 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 May 27th, 2025 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 25-0211

**Agenda #:** A.

**Agenda Date:** 5/13/2025

**Category:** Closed Session

#### Closed Session

Tuesday, May 13, 2025

1:00 P.M.

City Hall - Executive Conference Room



#### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 25-0193

**Agenda #:** A.

**Agenda Date:** 5/13/2025

**Category:** Proclamation

#### Proclamations

Tuesday, May 13, 2025

2:00 P.M.

Grover W. Taylor Council Chambers



#### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0194

**Agenda #:** A.

**Agenda Date:** 5/13/2025

**Category:** Special Presentation

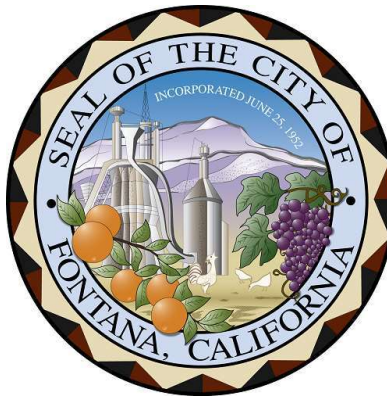
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### Special Presentation

Tuesday, May 13, 2025

2:00 P.M.

Grover W. Taylor Council Chambers



### City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0192

**Agenda #:** A.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of Minutes

**RECOMMENDATION:**

Approve the minutes of the April 22, 2025, 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 the April 22, 2025, 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

8353 Sierra Avenue  
Fontana, CA 92335



## Minutes

**Tuesday, April 22, 2025**

**2:00 PM**

**Grover W. Taylor Council Chambers**

## **City Council Meeting**

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

## **CLOSED SESSION:**

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

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, April 22, 2025.

Mayor Warren called the meeting to order at 1:00 p.m. with all members of the City Council present.

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

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

There were no public communications received for the following items:

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

City Negotiator: John Bakhit, Labor Counsel. Employee Organization(s): Police Officers Association.

### **2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code section 54956.9(d)(4))

Initiation of litigation: One Potential Case

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

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

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, April 22, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:09 p.m.

## **ROLL CALL:**

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

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

**ABSENT:** None

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

### **A. Invocation/Pledge of Allegiance:**

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

## **CLOSED SESSION ANNOUNCEMENT:**

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

## **SPECIAL PRESENTATIONS:**

### **A. Mayor Warren and City Council to recognize, Officers Dustin Mullins, Andrew O'Brien, Samuel Saenz and Dominic Galvan and Administrative Analyst I Justice Montgomery as February 2025 Employees of the Month (Captain Brian Binks to present).**

Mayor Warren and the City Council recognized, Officers Dustin Mullins, Andrew O'Brien, Samuel Saenz and Dominic Galvan and Administrative Analyst I Justice Montgomery as February 2025 Employees of the Month.

### **B. Measure T, CIP Program Presentation**

Public Works Director/City Engineer Gia Kim delivered a presentation on the use of Measure T funds for Capital Improvement Projects.

Mayor Warren thanked Public Works Director/City Engineer Kim for the informative presentation.

Council Member Cothran voiced his support for road improvements in the Southridge area. He also inquired about the potential for selling sponsorships or naming rights for the artificial turf fields. City Manager Matt Ballantyne responded that staff would explore that possibility.

City Manager Ballantyne also expressed appreciation to the community for supporting Measure T, emphasizing that the presentation reflects the City's commitment to dedicating half of the funds to infrastructure improvements. He noted that both the Capital Improvement Projects and the 7-Year Capital Improvement Plan are dynamic and subject to change.

## **PUBLIC COMMUNICATIONS:**

The following individuals spoke under public communications:

Fontana Chamber of Commerce Executive Director Danielle Holley presented the Chamber's Third Quarter Report. She thanked the Mayor and City Council for their support and for the

successful execution of the recent State of the City event. She also encouraged everyone to attend the upcoming Chamber Luncheon, where Mayor Warren will be the featured speaker.

## CONSENT CALENDAR:

Prior to the motion, the following occurred:

- City Council Item K:

Council Member Sandoval requested to pull this item for discussion.

Public Works Director/City Engineer Kim presented the staff report.

Council Member Sandoval inquired about the project's completion date and emphasized the importance of notifying residents about the dog park's opening, noting that the community has been waiting a long time for its completion. Public Works Director/City Engineer Kim responded that Phases I and II are scheduled for completion in the fall.

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

- A. Approval of Minutes 25-0159**  
Approve the minutes of the April 8, 2025, Regular City Council Meeting.
- B. Second Reading and Adoption of Ordinance No. 1966, 25-0166**  
**Approving Municipal Code Amendment No. 24-006 to Amend Section 30-467 of the Fontana Municipal Code, Pursuant to a Statutory Exemption from CEQA Under Public Resources Code § 21080.17 and Directing Staff to File a Notice of Exemption.**  
Adopt **Ordinance No. 1966** (Second Reading), Approving Municipal Code Amendment No. 24-006 to Amend Section 30-467 of the Fontana Municipal Code, Pursuant to a Statutory Exemption from CEQA Under Public Resources Code § 21080.17 and Directing Staff to File a Notice of Exemption.
- C. Authorize the Renewal of VMware Software Licensing and Dell VxRail Hardware Maintenance 25-0122**
1. Authorize the Purchasing Office to procure software licensing and maintenance support utilizing the Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.
  2. Authorize Purchasing Division to use the National Association of State Procurement Officials (NASPO) ValuePoint contract 7-17-70-40-05 to purchase 3 Year VMware/Broadcom vSAN software licensing (\$119,380 per year) and 1 Year Dell VxRail hardware maintenance and support

(\$152,619.45) from authorized reseller SidePath of Laguna Hills, CA.

- D. Award a Construction Contract for the 2024/25 Citywide Pavement Rehabilitation Project (DE-25-102-SB) 25-0133**
1. Award bid and authorize the City Manager to execute a construction contract with Matich Corporation for the construction of the 2024/25 Citywide Pavement Rehabilitation Project, in the amount of \$4,476,528.27 and authorize a 10% contingency in the amount of \$447,652.83 (DE-25-102-SB).
  2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the 2024/25 Citywide Pavement Rehabilitation Project.
- E. Final Acceptance of the Rose Avenue Pavement Rehabilitation Project (DE-24-86-SB) 25-0134**
- Accept as complete the work performed by Dash Construction Company, Inc. for the Rose Avenue Pavement Rehabilitation Project.
- F. Award a Construction Contract for the Active Transportation Program (ATP) Date Elementary School Street Improvements Project Federal ID No. ATPSB1L-5307(032), (Bid No. DE-24-248-SB) 25-0138**
1. Award bid and authorize the City Manager to execute a construction contract with Universal Construction and Engineering for the construction of the Active Transportation Program (ATP) Date Elementary School Street Improvements Project Federal ID No. ATPSB1L-5307(032), in the amount of \$1,531,066.25 and authorize a 10% contingency in the amount of \$153,106.63 (Bid No. DE-24-248-SB).
  2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Active Transportation Program (ATP) Date Elementary School Street Improvements Project Federal ID No. ATPSB1L-5307(032), (Bid No. DE-24-248-SB).
- G. Adoption of a Resolution Accepting, Pursuant to the Certified Southridge Village Specific Plan Environmental Impact Report No. 81-3 (SCH No. 81052210) and Adopted Addendum, the Conveyance of that Certain Property Located at Live Oak Avenue, West of Old Live Oak Avenue, from the Fontana Public Financing Authority, Declaring a Portion of the Property a Right-of-Way and Establishing Conditions for Final Acceptance of Related Roadway Improvements 25-0143**
1. Adopt **Resolution No. 2025-021**, accepting, pursuant to the certified Southridge Village Specific Plan Environmental Impact Report No. 81-3

(SCH No. 81052210) and Adopted Addendum, the conveyance of that certain property located at Live Oak Avenue, west of Old Live Oak

Avenue, from the Fontana Public Financing Authority, declaring a portion of the property a right-of-way, and establishing conditions for final acceptance of related roadway improvements and directing staff to file a Notice of Determination.

2. Provide the City Manager with the authority to take all necessary actions to ensure the successful execution and completion of the conveyance of that certain real property located at Live Oak Avenue, west of Old Live Oak Avenue in the City of Fontana, from the Fontana Public Financing Authority to the City of Fontana.

**H. Accept Donation from Burrtec Waste Industries, Inc. (2025 Fontana Days Run) 25-0146**

Accept donation from Burrtec Waste Industries, Inc. in the amount of \$1,000 for use towards the 2025 Fontana Days Run

**I. Accept Donation from Bel-Air Swap-Meet, Inc. (2025 Fontana Days Run) 25-0147**

Accept donation from Bel-Air Swap-Meet, Inc. in the amount of \$10,000 for use towards the 2025 Fontana Days Run.

**J. Accept Donation from Les Schwab Tire Center (2025 Fontana Car Show) 25-0148**

Accept donation from Les Schwab Tire Center in the amount of \$1,000 for use towards the 2025 Fontana Car Show.

**K. Award a Construction Contract for the Southridge Dog Parks (East and West) Project (Bid No. DE-25-97-SB) 25-0151**

1. Award bid and authorize the City Manager to execute a construction contract with Zeco, Inc. for the construction of the Southridge Dog Parks (East and West) Project, in the amount of \$541,326.50 and authorize a 10% contingency in the amount of \$54,132.65 (Bid No. DE-25-97-SB).
2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Southridge Dog Parks (East and West) Project (Bid No. DE-25-97-SB).

**L. Approve Amendment No. 2 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall) (DE-24-147-SP) 25-0153**

Approve and authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Sillman Wright Architects for

Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP), in the amount of \$766,670.00 for a total contract amount of \$1,956,160.00.

**M. Police Department Monthly Information Update 25-0155**

Accept the Police Department monthly information update for February 2025.

**N. Annual Update on Military Equipment Usage 25-0156**

Adopt the “2024 Fontana Police Department Annual Military Equipment Use Inventory Report” in accordance with Ordinance No. 1892 of the Fontana Municipal Code, Governing Military Equipment Usage.

**NEW BUSINESS:**

**A. New Business**

**A. Introduction and First Reading of Ordinance No. 1968, adding Article VII to Fontana Municipal Code Chapter 16 regarding Camping in the City. 25-0154**

Introduce and conduct the first reading, by title only, for **Ordinance No. 1968**, an Ordinance adding Article VII entitled “Camping” to Chapter 16 of the Fontana Municipal Code, establishing procedures for the handling of camping and associated matters.

Deputy City Manager Ray Ebert presented the staff report.

Council Member Cothran sought clarification that the ordinance applies to public rights-of-way, public spaces, government buildings, and similar areas—not private property. He noted that camping on private property constitutes trespassing and should be handled by law enforcement. Deputy City Manager Ebert confirmed this understanding.

Mayor Warren and City Manager Ballantyne highlighted the Council's ongoing investments in social services provided by the City and partnering agencies.

Council Member Sandoval asked whether the ordinance applies solely within city limits. Deputy City Manager Ebert confirmed that the ordinance is limited to the City's jurisdiction.

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

**B. Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2024. 25-0158**

Receive and File the City of Fontana's Annual Comprehensive Financial Report (ACFR) for Fiscal Year ended June 30, 2024.

Deputy Finance Officer Marlene Galvan and Roger Alfaro of EideBailly presented the staff report.

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

## **CITY MANAGER COMMUNICATIONS:**

### **A. City Manager Communications**

City Manager Ballantyne had no comments.

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

### **A. Elected Officials Communications/Reports**

City Treasurer Koehler Brooks congratulated the Police Department’s February Employees of the Month.

City Clerk Key also extended congratulations to the Police Department’s February Employees of the Month.

Council Member Roberts congratulated the Police Department’s February Employees of the Month.

Council Member Sandoval congratulated the Police Department’s February Employees of the Month. He also recognized his third-grade grandson, Francisco, for receiving a reading and math award and achieving an 8th-grade reading and math level. He congratulated his grandson Sabastian for having his poem published in a schoolbook and wished his grandson Tommy a happy birthday. He expressed appreciation to Fontana schools and the school district for their role in supporting his grandsons’ academic achievements.

Council Member Cothran had no comments.

Mayor Pro Tem Garcia wished everyone a happy Earth Day.

Mayor Warren shared her experience attending the recent Senior Prom event at the Senior Center, as well as the Time for Change Foundation event, commending organizer Kim Carter. She encouraged the community to attend the upcoming Fontana Days Parade on May 3. She also commended the Community Services Department for a successful Easter Egg Hunt and thanked those who gifted her cartons of eggs. Additionally, she spoke about the recent ribbon-cutting ceremony for the Fontana Water Company’s Summit Treatment Plant Upgrade. Mayor Warren concluded by expressing condolences to the family of Mr. JD Kim.

## **ADJOURNMENT:**

### **A. Adjournment**

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

1. Jung Duk Kim aka JDKim.

Mayor Warren adjourned the meeting at 3:13 p.m. to the Regular City Council Meeting on Tuesday, May 13, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

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Christina Rudsell, CMC  
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON MAY 13, 2025.

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Germaine Key  
City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0191

**Agenda #:** B.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Administrative Services

**SUBJECT:**

Adoption of Ordinance No. 1968 (Second Reading), Adding Article VII to Fontana Municipal Code Chapter 16 regarding Camping in the City.

**RECOMMENDATION:**

Second Reading/Adopt **Ordinance No. 1968**, Adding Article VII Entitled "Camping" to Chapter 16 of the Fontana Municipal Code to Establish Procedures for the Handling of Camping and Associated Matters.

**COUCIL GOALS:**

- Operate in a businesslike manner by correcting problems immediately.
- 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.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.

**DISCUSSION:**

Ordinance No. 1968 was introduced by a vote of 5-0 at the April 22, 2025, Regular City Council Meeting.

**FISCAL IMPACT:**

The fiscal impact is undetermined at this time but could include the cost to store personal property, as well as staff time to patrol for camping and clear out camping sites.

**MOTION:**

Approve staff recommendation.

## ORDINANCE NO. 1968

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADDING ARTICLE VII ENTITLED “CAMPING” TO CHAPTER 16 OF THE FONTANA MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR THE HANDLING OF CAMPING AND ASSOCIATED MATTERS.**

**WHEREAS**, the City of Fontana, California (“City”) is a general law city, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, pursuant to Article XI, Section 7 of the California Constitution, the City may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

**WHEREAS**, the City desires to add Article VII (“Camping”) to Chapter 16 of the Fontana Municipal Code (“FMC”) to establish procedures for the handling of camping and associated matters to promote and protect the health and safety of the public.

### **THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:**

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

**Section 2. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**Section 3. Municipal Code Amendments.** Article VII of Chapter 16 is hereby added, as shown in Exhibit A, which is attached hereto and incorporated herein by this reference.

**Section 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

**Section 5. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of

these records is the City Clerk.

**Section 6. Effective Date.** This Ordinance shall be effective thirty (30) days following its adoption.

**Section 7. Publication.** The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of May, 2025.

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

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

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting on the 22<sup>nd</sup> day of April, 2025 and was finally passed and adopted not less than five days thereafter on the 13<sup>th</sup> day of May, 2025, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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

**ATTEST:**

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

## Chapter 16 – MISCELLANEOUS PROVISIONS AND OFFENSES

### ARTICLE VII.– CAMPING.

#### **Sec. 16-152. - Purpose.**

The purpose of this Chapter is to maintain streets, parks, and other public and private areas within the City in a clean, sanitary, and accessible condition and to adequately protect the health, safety, and welfare of the public. Nothing in this Chapter is intended to interfere with otherwise lawful and ordinary uses of public or private property, or to criminalize or regulate the status of being homeless.

#### **Sec. 16-153. - Definitions.**

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

"Abandoned personal property" means personal property that the owner surrenders, relinquishes, or disclaims. Personal property left unattended on public property for more than one hour shall be deemed abandoned. Personal property may also be deemed abandoned based on the indicia of abandonment and totality of the circumstances. Abandonment does not require express surrender, relinquishment, nor disclaimer by the owner. Indicia of abandoned personal property include, but are not limited to, personal property found where nobody in the immediate vicinity claims ownership; and personal property left on private real property for any period of time without the permission of the real property owner or current tenant.

"Camp" means to place, pitch, or occupy camp facilities; to live temporarily in a camp facility or outdoors; or to use camp paraphernalia for the purpose of temporary or permanent human habitation.

"Camp facilities" include, but are not limited to, tents, huts, vehicles, vehicle camping outfits, temporary shelter, bivouacs, sleeping bags, tarpaulins, ground cover, and similar facilities. "Camp paraphernalia" includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, and similar equipment.

"Establish" means setting up or moving equipment, supplies, materials, or camp paraphernalia onto public or private property to camp or operate camp facilities.

"Maintain" means keeping or permitting equipment, supplies, or materials to remain on public or private property.

"Operate" means participating or assisting in establishing or maintaining a camp or camp facility. "Personal property" means any and all tangible items including, but not limited to, goods, materials, merchandize, camp paraphernalia, luggage, backpacks, books, clothing, documents, household goods, medication, and animals.

"Private property" means all privately owned property.

"Public property" means all property owned, possessed, controlled, or operated by a public agency, including, but not limited to, public rights-of-way, streets, sidewalks, alleys, trails, bike paths, waterways, easements, parks, unimproved land, government buildings, schools, libraries, etcetera.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

**Sec. 16-154. - Unlawful camping.**

- A. It is unlawful and a public nuisance for any person to camp; establish, maintain, allow, operate, or occupy camp facilities; or use camp paraphernalia, in the following areas:
1. On any public property unless expressly permitted by the City;
  2. Any public or private street or right-of-way, including sidewalks, bus stops, and public landscaping;
  3. Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved;
  4. In, on, under, or adjacent to any structure not intended for human occupancy;
  5. In, on, under, or adjacent to a parked vehicle on any public or private property including, but not limited to, an automobile, bus, truck, camper, trailer, or recreational vehicle. For purposes of this section, "recreational vehicle" shall have the same meaning as provided in Section 30-12 of this Code;
  6. On private property without consent of the property owner;
  7. On private property within view of a public right-of-way;
  8. On private property where such use violates any provision of this Code or State law; or
  9. On private property in a manner that causes a public nuisance.
- B. The prohibition on camping in this section shall not apply to the following:
1. Camping on residential private property with consent of the property owner, and where such use does not violate any provision of this Code or State law, does not create or permit a public nuisance, and where such use is not within view of the public right-of-way;
  2. Camping where specifically permitted within City-approved campgrounds or facilities; or
  3. Camping in connection with a special event as authorized by the City through issuance of a permit pursuant to Section 17-5 of this Code.
- C. The exceptions contained in Subdivision B do not apply where camping:
1. Is conducted in such a manner as to create inadequate sanitation or any other public nuisance;
  2. Violates any law;
  3. Is of such frequency, intensity, or duration as to constitute a use of land prohibited by zoning regulations;
  4. Is prohibited under any other provision of this Code concerning the use of mobile homes; or
  5. Requires any fee, charge, or other monetary consideration for the privilege of camping, for any services, or for the use of any facilities related thereto, other than at City-approved campgrounds or facilities.

- D. Nothing in this chapter is intended to prohibit or make unlawful activities of a property owner or lawful tenant of private property that are incidental to the lawful and authorized use of private property for residential or other approved and legal purposes. Nothing herein is intended to prohibit or make unlawful activities of a property owner or other lawful tenant if such activities are expressly authorized by the City's zoning ordinance, other ordinances, or regulations.

**Sec. 16-155. - Storage of personal property.**

- A. It is unlawful and a public nuisance for any person to store personal property in any of the following areas, except as otherwise approved by the city manager or designee or as permitted by this Code or State law:
1. Any public property;
  2. Any public or private right-of-way, including streets, sidewalks, alleys, trails, bike paths, bus stops, and public landscaping; or
  3. Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved.
- B. Personal property stored in violation of this section shall be deemed abandoned and shall be subject to impoundment and/or disposal pursuant to procedures established in Sections 16-157 through 16-161.
- C. No person may obstruct any public or private right-of-way either with their person or with their personal property, or otherwise interfere with the use and enjoyment of public parks, facilities, public rights of way, or other public property. Upon notice by any enforcement officer of the City, any such person shall immediately remove the obstruction. Failure to remove the obstruction shall be unlawful and shall constitute a public nuisance. Any personal property that is creating an obstruction as described in this Subsection that is not removed following notice may be impounded as provided in this Chapter.
- D. Animals seized by the City pursuant to this Chapter, including service animals, shall be taken to the local animal shelter and held for sixty days. In the event that the animal is not claimed within those sixty days, the owner is deemed to have abandoned the animal. Abandoned animals shall be disposed of pursuant to the animal shelter's policy for abandoned animals.

**Sec. 16-156. - Receiving personal property.**

The chief of police or designee shall make provisions for safekeeping personal property received by the City. In the event the personal property is delivered to the city by a person, a receipt shall be issued to that person, unless the property was found in the course of employment by an employee or agent of the City.

**Sec. 16-157. - Notice.**

- A. *No Notice for Abandoned, Dangerous, or Perishable Property, Contraband, or Waste.* Unlawfully stored personal property that is believed in good faith to be abandoned, which presents an immediate threat to public health or safety, that is perishable, that is contraband, which clearly constitutes waste or trash as defined

by this Code, or that is left unattended for more than one hour on public property, may be disposed of without any notice.

- B. *No Notice for Evidence in Criminal Case.* Unlawfully stored personal property that constitutes evidence in a criminal investigation may be impounded without notice.
- C. *Attended Property Notice.* The custodian of attended personal property being unlawfully stored on public property shall be given one hour notice to remove the violating personal property. Any personal property left on public property after that one-hour notice has expired shall be deemed abandoned.
- D. *Notice Upon Impoundment.* The City may impound any personal property unlawfully stored on public property. Except as exempted in Subdivisions A, B, and C, the city shall provide a written notice in a conspicuous place at or near where the personal property was located, advising where the personal property is being kept and when and where it may be claimed by the owner.
- E. *Signs.* The City may erect signs in commonly affected areas to provide the notices required by this Section.

**Sec. 16-158. - Failure to remove attended personal property.**

It is unlawful and a public nuisance to fail to remove attended personal property within one hour of receiving notice requiring removal. Moving personal property to another location where storage is prohibited by this Chapter shall not constitute compliance with removal.

**Sec. 16-159. - Holding of personal property; repossession by owner.**

- A. Personal property coming into possession of the City pursuant to this Chapter shall be deposited in a safe place for a period of at least sixty days. In the event such personal property is not claimed within those sixty days, it shall be deemed abandoned personal property and shall be subject to disposition as provided in this Chapter or as otherwise permitted by law.
- B. The owner of the personal property may repossess the personal property upon submitting satisfactory proof of ownership during the sixty-day holding period. A person may establish ownership by, among other methods, describing the location where the personal property was found and providing a specific and detailed description of the personal property. If ownership cannot be determined to the satisfaction of the Chief of Police or designee, he or she may refuse to return the personal property until ordered to do so by a court of competent jurisdiction; however, the City shall continue to hold the personal property until such a determination is made if the City is given notice of the court action within the sixty-day holding period.
- C. If ownership is determined, the owner shall be required to pay the reasonable costs incurred by the city in impoundment and storage prior to the return of the personal property, unless a financial hardship waiver is submitted to the city by the owner on forms authorized by the city and such waiver is approved by the chief of police or designee.

**Sec. 16-160. - Evidence in a criminal case.**

Notwithstanding Section 16-159, where personal property is impounded for use as evidence in a criminal case, such property shall be held until the final disposition of any pending charges, including appeals, or the lapse of time for filing an appeal, unless a court orders otherwise, in accordance with California Penal Code section 1417 et seq.

**Sec. 16-161. - Disposition after holding period.**

Upon the expiration of any holding period for received personal property pursuant to Sections 16-159 or 16-160, any remaining personal property not claimed by or returned to the owner may be appropriated to the City upon order of the city manager or designee that the personal property is needed for a public use. Any personal property not appropriated to the City may be sold at a public auction or disposed of in such a manner as deemed appropriate by the city manager or designee. If personal property constitutes money, such money shall be deposited into the City's general fund.

**Sec. 16-162. - Use of vehicle for human habitation.**

It is unlawful for any person to use any motor vehicle or recreational vehicle, as defined by Section 30-12 of this Code, for human habitation on or in any public or private street, alley, parking lot, or any public or privately owned property which is held open for public use. For purposes of this Section, evidence of "human habitation" shall include but not be limited to, observations that the vehicle is being used for living, sleeping, cooking, or bathing purposes. Sleeping in or occupying a parked vehicle for longer than thirty minutes, consecutively or in the aggregate, between the hours of 11:00 p.m. and 5:00 a.m. shall constitute prima facie evidence the vehicle is being used for human habitation.

**Sec. 16-163. - Urination or defecation in public view.**

It shall be unlawful for any person to urinate or defecate or dump any fecal matter on public or private property in an area exposed to the public view or on any public right-of-way, street, sidewalk, alley, park, or any other space except in a restroom or other facility designed for such purpose.

**Sec. 16-164. - Enforcement.**

- A. Any violation of this Chapter is hereby declared to be unlawful, a public nuisance, and a misdemeanor punishable by a fine of up to \$1,000 and imprisonment up to six months.
- B. Each person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of or failure to comply with any of the provisions of this Chapter is committed, maintained, continued, or permitted by such person, and each instance shall be deemed punishable.
- C. The provisions of this Chapter shall not be construed as permitting conduct not proscribed herein and shall not affect the enforceability of any other applicable provisions of law.
- D. The City may enforce any violation of this Chapter by any and all means available by law, including, but not limited to, a restraining order, preliminary

or permanent injunction, and criminal or administrative enforcement.

- E. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.
- F. Violations of this Chapter involving a person who willfully resists, delays, or obstructs an authorized City agent from enforcing any provision of this Chapter shall be in violation of this Chapter and subject to arrest and the penalties set forth in this Section.
- G. If a person in control of a vehicle is arrested pursuant to this Chapter resulting in that vehicle being left unattended, then that vehicle may be removed by the City in accordance with applicable State lawS such as Vehicle Code sections 22650 through 22711.

## **Chapter 16 – Article VII - CAMPING**

### **Sec. 16-152. - Purpose.**

The purpose of this Chapter is to maintain streets, parks, and other public and private areas within the City in a clean, sanitary, and accessible condition and to adequately protect the health, safety, and welfare of the public. Nothing in this Chapter is intended to interfere with otherwise lawful and ordinary uses of public or private property, or to criminalize or regulate the status of being homeless.

### **Sec. 16-153. - Definitions.**

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

"Abandoned personal property" means personal property that the owner surrenders, relinquishes, or disclaims. Personal property left unattended on public property for more than one hour shall be deemed abandoned. Personal property may also be deemed abandoned based on the indicia of abandonment and totality of the circumstances. Abandonment does not require express surrender, relinquishment, nor disclaimer by the owner. Indicia of abandoned personal property include, but are not limited to, personal property found where nobody in the immediate vicinity claims ownership; and personal property left on private real property for any period of time without the permission of the real property owner or current tenant.

"Camp" means to place, pitch, or occupy camp facilities; to live temporarily in a camp facility or outdoors; or to use camp paraphernalia for the purpose of temporary or permanent human habitation.

"Camp facilities" include, but are not limited to, tents, huts, vehicles, vehicle camping outfits, temporary shelter, bivouacs, sleeping bags, tarpaulins, ground cover, and similar facilities.

"Camp paraphernalia" includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks, cooking facilities, and similar equipment.

"Establish" means setting up or moving equipment, supplies, materials, or camp paraphernalia onto public or private property to camp or operate camp facilities.

"Maintain" means keeping or permitting equipment, supplies, or materials to remain on public or private property.

"Operate" means participating or assisting in establishing or maintaining a camp or camp facility.

"Personal property" means any and all tangible items including, but not limited to, goods, materials, merchandize, camp paraphernalia, luggage, backpacks, books, clothing, documents, household goods, medication, and animals.

"Private property" means all privately owned property.

"Public property" means all property owned, possessed, controlled, or operated by a public agency, including, but not limited to, public rights-of-way, streets, sidewalks, alleys, trails, bike paths, waterways, easements, parks, unimproved land, government buildings, schools, libraries, etcetera.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

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- A. It is unlawful and a public nuisance for any person to camp; establish, maintain, allow, operate, or occupy camp facilities; or use camp paraphernalia, in the following areas:
  - 1. On any public property unless expressly permitted by the City;
  - 2. Any public or private street or right-of-way, including sidewalks, bus stops, and public landscaping;
  - 3. Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved;
  - 4. In, on, under, or adjacent to any structure not intended for human occupancy;
  - 5. In, on, under, or adjacent to a parked vehicle on any public or private property including, but not limited to, an automobile, bus, truck, camper, trailer, or recreational vehicle. For purposes of this section, "recreational vehicle" shall have the same meaning as provided in Section 30-12 of this Code;
  - 6. On private property without consent of the property owner;
  - 7. On private property within view of a public right-of-way;
  - 8. On private property where such use violates any provision of this Code or State law; or
  - 9. On private property in a manner that causes a public nuisance.
- B. The prohibition on camping in this section shall not apply to the following:
  - 1. Camping on residential private property with consent of the property owner, and where such use does not violate any provision of this Code or State law, does not create or permit a public nuisance, and where such use is not within view of the public right-of-way;
  - 2. Camping where specifically permitted within City-approved campgrounds or facilities; or
  - 3. Camping in connection with a special event as authorized by the City through issuance of a permit pursuant to Section 17-5 of this Code.
- C. The exceptions contained in Subdivision B do not apply where camping:
  - 1. Is conducted in such a manner as to create inadequate sanitation or any other public nuisance;
  - 2. Violates any law;
  - 3. Is of such frequency, intensity, or duration as to constitute a use of land prohibited by zoning regulations;
  - 4. Is prohibited under any other provision of this Code concerning the use of mobile homes; or
  - 5. Requires any fee, charge, or other monetary consideration for the privilege of camping, for any services, or for the use of any facilities related thereto, other than at City-approved campgrounds or facilities.
- D. Nothing in this chapter is intended to prohibit or make unlawful activities of a property owner or lawful tenant of private property that are incidental to the lawful and authorized use of private

property for residential or other approved and legal purposes. Nothing herein is intended to prohibit or make unlawful activities of a property owner or other lawful tenant if such activities are expressly authorized by the City's zoning ordinance, other ordinances, or regulations.

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  - 2. Any public or private right-of-way, including streets, sidewalks, alleys, trails, bike paths, bus stops, and public landscaping; or
  - 3. Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved.
- B. Personal property stored in violation of this section shall be deemed abandoned and shall be subject to impoundment and/or disposal pursuant to procedures established in Sections 16-157 through 16-161.
- C. No person may obstruct any public or private right-of-way either with their person or with their personal property, or otherwise interfere with the use and enjoyment of public parks, facilities, public rights of way, or other public property. Upon notice by any enforcement officer of the City, any such person shall immediately remove the obstruction. Failure to remove the obstruction shall be unlawful and shall constitute a public nuisance. Any personal property that is creating an obstruction as described in this Subsection that is not removed following notice may be impounded as provided in this Chapter.
- D. Animals seized by the City pursuant to this Chapter, including service animals, shall be taken to the local animal shelter and held for sixty days. In the event that the animal is not claimed within those sixty days, the owner is deemed to have abandoned the animal. Abandoned animals shall be disposed of pursuant to the animal shelter's policy for abandoned animals.

**Sec. 16-156. - Receiving personal property.**

The chief of police or designee shall make provisions for safekeeping personal property received by the City. In the event the personal property is delivered to the city by a person, a receipt shall be issued to that person, unless the property was found in the course of employment by an employee or agent of the City.

**Sec. 16-157. - Notice.**

- A. *No Notice for Abandoned, Dangerous, or Perishable Property, Contraband, or Waste.* Unlawfully stored personal property that is believed in good faith to be abandoned, which presents an immediate threat to public health or safety, that is perishable, that is contraband, which clearly constitutes waste or trash as defined by this Code, or that is left unattended for more than one hour on public property, may be disposed of without any notice.
- B. *No Notice for Evidence in Criminal Case.* Unlawfully stored personal property that constitutes evidence in a criminal investigation may be impounded without notice.
- C. *Attended Property Notice.* The custodian of attended personal property being unlawfully stored on public property shall be given one hour notice to remove the violating personal property. Any

personal property left on public property after that one-hour notice has expired shall be deemed abandoned.

- D. *Notice Upon Impoundment.* The City may impound any personal property unlawfully stored on public property. Except as exempted in Subdivisions A, B, and C, the city shall provide a written notice in a conspicuous place at or near where the personal property was located, advising where the personal property is being kept and when and where it may be claimed by the owner.
- E. *Signs.* The City may erect signs in commonly affected areas to provide the notices required by this Section.

**Sec. 16-158. - Failure to remove attended personal property.**

It is unlawful and a public nuisance to fail to remove attended personal property within one hour of receiving notice requiring removal. Moving personal property to another location where storage is prohibited by this Chapter shall not constitute compliance with removal.

**Sec. 16-159. - Holding of personal property; repossession by owner.**

- A. Personal property coming into possession of the City pursuant to this Chapter shall be deposited in a safe place for a period of at least sixty days. In the event such personal property is not claimed within those sixty days, it shall be deemed abandoned personal property and shall be subject to disposition as provided in this Chapter or as otherwise permitted by law.
- B. The owner of the personal property may repossess the personal property upon submitting satisfactory proof of ownership during the sixty-day holding period. A person may establish ownership by, among other methods, describing the location where the personal property was found and providing a specific and detailed description of the personal property. If ownership cannot be determined to the satisfaction of the Chief of Police or designee, he or she may refuse to return the personal property until ordered to do so by a court of competent jurisdiction; however, the City shall continue to hold the personal property until such a determination is made if the City is given notice of the court action within the sixty-day holding period.
- C. If ownership is determined, the owner shall be required to pay the reasonable costs incurred by the city in impoundment and storage prior to the return of the personal property, unless a financial hardship waiver is submitted to the city by the owner on forms authorized by the city and such waiver is approved by the chief of police or designee.

**Sec. 16-160. - Evidence in a criminal case.**

Notwithstanding Section 16-159, where personal property is impounded for use as evidence in a criminal case, such property shall be held until the final disposition of any pending charges, including appeals, or the lapse of time for filing an appeal, unless a court orders otherwise, in accordance with California Penal Code section 1417 et seq.

**Sec. 16-161. - Disposition after holding period.**

Upon the expiration of any holding period for received personal property pursuant to Sections 16-159 or 16-160, any remaining personal property not claimed by or returned to the owner may be appropriated to the City upon order of the city manager or designee that the personal property is needed for a public use. Any personal property not appropriated to the City may be sold at a public auction or disposed of in

such a manner as deemed appropriate by the city manager or designee. If personal property constitutes money, such money shall be deposited into the City's general fund.

**Sec. 16-162. - Use of vehicle for human habitation.**

It is unlawful for any person to use any motor vehicle or recreational vehicle, as defined by Section 30-12 of this Code, for human habitation on or in any public or private street, alley, parking lot, or any public or privately owned property which is held open for public use. For purposes of this Section, evidence of "human habitation" shall include but not be limited to, observations that the vehicle is being used for living, sleeping, cooking, or bathing purposes. Sleeping in or occupying a parked vehicle for longer than thirty minutes, consecutively or in the aggregate, between the hours of 11:00 p.m. and 5:00 a.m. shall constitute prima facie evidence the vehicle is being used for human habitation.

**Sec. 16-163. - Urination or defecation in public view.**

It shall be unlawful for any person to urinate or defecate or dump any fecal matter on public or private property in an area exposed to the public view or on any public right-of-way, street, sidewalk, alley, park, or any other space except in a restroom or other facility designed for such purpose.

**Sec. 16-164. - Enforcement.**

- A. Any violation of this Chapter is hereby declared to be unlawful, a public nuisance, and a misdemeanor punishable by a fine of up to \$1,000 and imprisonment up to six months.
- B. Each person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of or failure to comply with any of the provisions of this Chapter is committed, maintained, continued, or permitted by such person, and each instance shall be deemed punishable.
- C. The provisions of this Chapter shall not be construed as permitting conduct not proscribed herein and shall not affect the enforceability of any other applicable provisions of law.
- D. The City may enforce any violation of this Chapter by any and all means available by law, including, but not limited to, a restraining order, preliminary or permanent injunction, and criminal or administrative enforcement.
- E. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.
- F. Violations of this Chapter involving a person who willfully resists, delays, or obstructs an authorized City agent from enforcing any provision of this Chapter shall be in violation of this Chapter and subject to arrest and the penalties set forth in this Section.
- G. If a person in control of a vehicle is arrested pursuant to this Chapter resulting in that vehicle being left unattended, then that vehicle may be removed by the City in accordance with applicable State laws such as Vehicle Code sections 22650 through 22711.

# NOTICE CONCERNING PERSONAL PROPERTY

## 1 HOUR NOTICE

Please be advised that pursuant to Fontana Municipal Code ("FMC") Chapter 16 Section 16-155 Storage of personal property is prohibited at this location. You are hereby put on notice that you may not leave your personal belongings on any public property, or on private property without the express permission of the property owner.

Pursuant to FMC Section 16-157, any personal property that is not removed from this location by the date and time listed below will be subject to impoundment and/or disposal by the City. Information will be provided advising how the property may be claimed.

Items that are not removed and determined to be waste and/or a hazard will be discarded. Hazardous items or waste may include, but is not limited to: building materials (e.g. wood, scrap metal, etc.); unreasonably large or bulky items, flammable items (e.g. lighters, butane, etc.); consumables; toxic items; wet items; soiled items (e.g. feces, urine, etc.); moldy items; recyclable waste; items with a foul odor; items that can be used as bedding material; items that could be infested with insects; items belonging to someone suspected of having contagious skin disease; and/or other property which the City reasonably believes presents a health and safety danger to City employees and/or the public.

You are notified that failure to remove your property by the date and time listed may result in your arrest and criminal prosecution.

### Fontana Municipal Code

#### Sec. 16-155. - Storage of personal property.

It is unlawful and a public nuisance for any person to store personal property in any of the following areas, except as otherwise approved by the city manager, or designee, or as permitted by this Code or State law:

- Any public or private street or right-of-way, including sidewalks, bus stops, and public landscaping; or
- Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved.

#### Sec. 16-158. - Failure to remove attended personal property.

It is unlawful and a public nuisance to fail to remove attended personal property within one hour of receiving written notice requiring removal. Moving personal property to another location where storage is prohibited by this chapter shall not constitute compliance with removal.

**REMOVE ALL PROPERTY YOU WISH TO KEEP**

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

Time: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Time Issued

\_\_\_\_\_  
Officer Name/ID #

\_\_\_\_\_  
Event #

\_\_\_\_\_  
Names/DOB at location (if applicable)

If you have questions, please call the Fontana Police Department at 909-350-7740



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0095

**Agenda #:** C.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Planning Department

**SUBJECT:**

Approve Pre-Qualified Planning Firms to Provide On-Call Professional Services

**RECOMMENDATION:**

1. Approve the Pre-Qualified Firms List to provide various On-Call Professional Planning Services.
2. Authorize the City Manager to execute On-Call Professional Agreements with selected firms on an as-needed basis for a period of six (6) years from approval.
3. Authorize the City Manager to execute any future amendments to the On-Call Professional Agreements.

**COUNCIL GOALS:**

- 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.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

**DISCUSSION:**

Background

The City of Fontana functions as the Lead Agency to ensure compliance with the General Plan Goals and Policies, the Zoning and Development Code, the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) in processing land development applications for private developers and City-initiated projects such as Capital Improvement projects. Accordingly, staff recommends that the City Council authorize the City Manager to execute an On-Call Professional Agreement with selected firms on an as-needed basis for a period of six (6) years from approval. The fourteen (14) selected planning consultants listed herein may be called upon to provide on call planning and environmental planning services on a time and materials basis for projects as needed.

The Planning Department has operated with an on-call list of fourteen (14) Planning Firms that provided support as needed for the City with both land development and Capital Improvement

Projects. However, this list has since expired and the City is seeking to reinstate a new on-call list of qualified consultants. Having environmental consultants provides the Planning Department with the option to informally bid out project among the short-listed consultants under contract, ensures competitive pricing practices among the vendors for cost savings, and provides for efficient and effective preparation of environmental and planning documents.

On August 28, 2024, a Request for Proposals (RFP) was advertised electronically and 79 vendors downloaded the bid packets. A total of 23 proposals were received by staff and based on an evaluation of the proposals, the top fourteen (14) firms were selected to be placed on the on-call list. The firms are as follows: Kimley-Horn and Associates, Inc., Michael Baker International, Inc., MIG, Inc., LSA Associates, Inc., T&B Planning, Inc., UltraSystems Environmental, Inc., Rincon Consultants, Inc., PlaceWorks, EPD Solutions, Psomas, EcoTierra Consulting, Inc., RE Consulting, Helix Environmental Planning, Inc., and Lilburn Corporation. These firms were determined be qualified to provide on-call environmental and planning consultant services.

**FISCAL IMPACT:**

The full cost of developer-sponsored projects will be funded from developer deposits. Any environmental or planning consulting services required for City-initiated projects shall be the responsibility of the City. City initiated projects will be brought forward to the City Council for budget requests by the initiating City Department through quarterly budget meetings or as needed. Approving an On-Call list does not, in and of itself, have an impact to the General Fund.

**MOTION:**

Approve staff recommendation.

**ATTACHMENTS:**

Attachment No. 1: On call Environmental & Planning Consultant Qualified Firms Ranking

**On Call Environmental & Planning Consultants  
PL-25-28-SQ  
Selected Firms**

- 1 . Kimley-Horn and Associates, Inc.
- 2 . Michael Baker International, Inc.
- 3 . MIG, Inc.
- 4 . LSA Associates, Inc.
- 5 . T&B Planning, Inc.
- 6 . UltraSystems Environmental, Inc
- 7 . Rincon Consultants, Inc.
- 8 . PlaceWorks
- 9 . EPD Solutions
- 10 . Psomas
- 11 . EcoTierra Consulting, Inc.
- 12 . RE Consulting
- 13 . Helix Environmental Planning, Inc.
- 14 . Lilburn Corporation



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0168

**Agenda #:** D.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Adopt a Resolution for Projects Funded by the Road Repair and Accountability Act, SB 1

**RECOMMENDATION:**

Adopt **Resolution No. 2025-022**, of the City Council of the City of Fontana to incorporate projects funded by SB 1, the Road Repair and Accountability Act, for Fiscal Year 2025-2026.

**COUNCIL GOALS:**

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

**DISCUSSION:**

On April 28, 2017, the Governor of the State of California signed Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017. The "Gas Tax" funds shall be for basic road maintenance, rehabilitation, and critical safety needs on both state highway and the local street roadway system.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, eligibility of Road Maintenance and Rehabilitation Account (RMRA) funding requires cities to adhere to specific documentation submittal to the California Transportation Commission (CTC).

Prior to the City of Fontana approving apportionment of the RMRA funds, a list of projects proposed to be funded by SB 1 must be adopted by the City Council at a regular public meeting.

For Fiscal Year 2025-2026, it is anticipated the City will receive \$5,620,523.00 of SB 1, RMRA funds.

The Public Works & Engineering Department has identified the following list of projects for SB 1, RMRA funding use:

- Southridge Grid 52 Collector Streets Pavement Rehabilitation
- Village of Heritage Yosemite Loop Pavement Rehabilitation (Phase 1)
- Grid 48 Residential Pavement Rehabilitation

- Hunter's Ridge/Coyote Canyon - South Pavement Rehabilitation
- Grid 26 Residential and Collector Street Pavement Rehabilitation
- Citywide Slurry Seal Pavement Maintenance

Estimated useful life will be five (5) to fifteen (15) years. The anticipated year of construction will be 2025 through 2026.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$5,620,523.00, which is the total estimated revenue in Fiscal Year 2025-2026 RMRA funding (Fund 283). The total revenue and individual projects requests are included in the FY 2025-2026 budget and will be revised at future quarterly adjustments if needed.

**MOTION:**

Approve staff recommendation.

## **RESOLUTION NO. 2025-022**

### **RESOLUTION OF THE CITY OF FONTANA, CALIFONRIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Fontana are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Fontana must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Fontana, will receive an estimated \$5,620,523.00 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the ninth year in which the City of Fontana is receiving SB 1 funding and will enable the City of Fontana to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City of Fontana has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City of Fontana used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City of Fontana maintain and rehabilitate up to 58 lane miles of streets/roads, and all of the required ADA curb ramp, curb and gutter, and striping upgrades throughout the City of Fontana this year and many more of similar projects into the future; and

**WHEREAS**, the Final Report August 2021 California Statewide Local Streets and Roads Needs Assessment found that the City of Fontana streets and roads are “estimated” to be in “good” condition, and this revenue will help us maintain or increase the overall quality of our road system and over the next decade will keep our streets and roads in an “estimated good” condition, or bring our streets and roads into a “excellent” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

**Section 1.** Recitals. The foregoing recitals are true and correct.

**Section 2.** The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

**Project Title: Southridge Grid 52 Collector Streets Pavement Rehabilitation**

Project Description: 2” mill & overlay and/or slurry seal

Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

**Project Location: Various collector streets south of Jurupa Avenue, including, but not limited to, Beech Avenue, Citrus Avenue, Poplar, Avenue, and Village Drive**

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 7 to 15 years

**Project Title: Village of Heritage Yosemite Loop Pavement Rehabilitation (Phase 1)**

**Project Description:** 2" mill & overlay, full depth removal and replacement, and/or slurry seal

Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, full depth removal and replacement, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

**Project Location:** Various residential and collector streets around the Yosemite Loop Road, in between Baseline Avenue and Foothill Boulevard & between West Liberty Parkway and Grand Avenue

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 7 to 15 years

**Project Title:** Grid 48 Residential Pavement Rehabilitation

**Project Description:** 2" mill & overlay and/or slurry seal

Project to include all pre-construction and construction costs, which include design, survey, Geotech, mill and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

**Project Location:** Various residential and collector streets between Santa Ana Avenue and Jurupa Avenue & between Sierra Avenue and Tamarind Avenue

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 7 to 15 years

**Project Title:** Hunter's Ridge/Coyote Canyon – South Pavement Rehabilitation

**Project Description:** 2" mill & overlay and/or slurry seal

Project to include all pre-construction and construction costs, which include design, survey, Geotech, grind and overlay, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

**Project Location:** Various residential streets south of the Edison right of way and Beech Avenue & between the City line and Coyote Canyon Road

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 7 to 15 years

**Project Title: Grid 26 Residential and Collector Street Pavement Rehabilitation**

Project Description: 2" mill & overlay, full depth removal and replacement, and slurry seal  
Project to include all pre-construction and construction costs, which include design, survey, Geotech, grind and overlay, full depth removal and replacement, pavement repairs, crack sealing, slurry seal, ADA ramp upgrades, curb and gutter, cross gutters, loops, striping, and testing, but may include additional work.

**Project Location: Various residential and collector streets between Foothill Boulevard and Arrow Boulevard & between the City line and Citrus Avenue**

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 7 to 15 years

**Project Title: Citywide Slurry Seal Pavement Maintenance**

Project Description: Slurry seal

Project to include all pre-construction and construction costs, which include design, survey, Geotech, pavement repairs, crack sealing, slurry seal, striping, and testing, but may include additional work.

**Project Location: Various locations throughout the City**

Estimated Pre-Construction Schedule: Start (07/25) – Completion (01/26)

Estimated Construction Schedule: Start (02/26) – Completion (10/26) based on the component being funded with RMRA funds

Estimated Project Useful Life: 5 to 7 years

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of May, 2025.

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

---

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council at a regular meeting held on the 13<sup>th</sup> day of May, 2025, by the following vote to-wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

City Clerk of the City of Fontana

---

Mayor of the City of Fontana

**ATTEST:**

---

City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0187

**Agenda #:** E.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award a Construction Contract for the Stage Red Theater Outdoor Deck Project (PW-25-125-SB)

**RECOMMENDATION:**

1. Award bid and authorize the City Manager to execute a construction contract with Oppenheimer National for the construction of the Stage Red Theater Outdoor Deck Project in the amount of \$244,400.00 and authorize a 10% contingency in the amount of \$24,440.00 (PW-25-125-SB).
2. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for the Stage Red Theater Outdoor Deck Project (PW-25-125-SB).

**COUNCIL GOALS:**

- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

**DISCUSSION:**

The Stage Red Theater Outdoor Deck Project will create a flexible outdoor space with controlled access that enhances the experience of attending concerts and other events at the venue. The project consists of the construction of an approximately 2,200 square foot raised deck with railings, walkway lighting, and ADA access, to be constructed on the south side of the existing Stage Red Theater building.

On April 17th, 2025, at 5:00pm, the bids for this contract were opened. A total of five (5) bids were received ranging from \$244,400.00 to \$437,000.00. Oppenheimer National is the lowest bidder in the amount of \$244,400.00. The architect's estimate was \$255,000.00. After reviewing the bid responses, Purchasing and Public Works staff have determined Oppenheimer National to be the lowest responsive and responsible bidder.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$268,840.00 for the full term of the construction contract. The funding for this project is included in the FY 2024-2025 budget in the

amounts of \$134,500.00 in ORG# 37300002-601-A-8329 and \$134,340.00 in ORG# 37600035-601-A-8329.

**MOTION:**

Approve Staff Recommendation

**Bid Results**  
**Stage Red Theater Outdoor Deck Project**  
**PW-25-125-SB**

Oppenheimer National San Juan Capistrano, CA	\$244,400.00
Final Touch Construction Fontana, CA	\$339,776.00
3M Construction Corporation Anaheim, CA	\$348,900.00
R Dependable Construction San Bernardino, CA	\$374,000.00
Fidelity Builders, Inc. Glendale, CA	\$437,000.00

## PROJECT RENDERING



## Bid Results

### Bidder Details

Vendor Name	Oppenheimer National
Address	31878 Del Obispo Ste 118510
	San Juan Capistrano, California 92675
	United States
Respondee	Tee Teymoorian
Respondee Title	Vice President
Phone	714-600-6727
Email	bid@oppnat.com
Vendor Type	OSB, CADIR
License #	1095956
	CADIR

### Bid Detail

Bid Format	Electronic
Submitted	04/17/2025 4:38 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	422889

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Bid bond Oppenheimer National.pdf	Bid bond Oppenheimer National.pdf	General Attachment
Bid Docs.pdf	Bid Docs.pdf	General Attachment
		General Attachment
Bid bond Oppenheimer National.pdf	Bid bond Oppenheimer National.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							\$244,400.00		
1			Construction of a New Outdoor Deck	LS	1	\$106,730.00	\$106,730.00	Yes	
2			Installation of New Walkway and Landscape Lighting	LS	1	\$137,670.00	\$137,670.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$244,400.00
Grand Total	\$244,400.00

(SUBMIT ONLINE)

## **BID FORMS**

**BIDDER'S NAME** Oppenheimer National

### **PROPOSAL FOR CONSTRUCTION OF**

### **STAGE RED THEATER OUTDOOR DECK CONSTRUCTION PROJECT**

**PW-25-125-SB**

#### **TO CITY OF FONTANA, as CITY:**

In accordance with **CITY'S "Notice Inviting Sealed Bids"**, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to **CITY** of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER certifies that it has visited the construction site and familiarized itself with local conditions under which the work is to be performed. Furthermore, BIDDER certifies that it will be responsible for incorporating into its bid whatever contingencies which are discernible by a reasonable investigation.

BIDDER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

(SUBMIT ONLINE)

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the **CITY** is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

**BIDDER certifies that a person possesses a Class "B" General Building Contractor's license, as required to perform the work.**

BIDDER declares that the contractor's license number is


1095956 and that the license expiration date is

08-31-2026.

DATED: April 8th, 2025

BIDDER: Oppenheimer National

BIDDER'S ADDRESS:

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

31878 Del Obispo ste 118510 TITLE: Tee Teymoorian - Vice President  
San Juan Capistrano CA 92675

PHONE: 949-264 -2640 FAX NO: N/A

E-MAIL: bid@oppnat.com

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

BIDDER certifies that the following information is true and correct:

Bidder's Name: Oppenheimer National

Business Address: 31878 Del Obispo ste 118510

San Juan Capistrano CA 92675

Telephone: 949-264-2640 Fax: N/A

Email Address: bid@oppnat.com DIR Number:

SAM (unique Identity ID) Number: SAM.GOV UEI: MG2JEVD2AYK8

State Contractor's License No. and Class: 1095956 A&B

Original Date Issued: 08-30-2022 Expiration Date: 08-31-2026

How many years has Bidder's organization been in business under its present name?  
3.5 yr

Under what other or former names has Bidder's organization operated?  
: N/A

If Bidder's organization is a corporation, answer the following:

Date of Incorporation: 12/27/2021

State of Incorporation: California

President's Name: Rusteen Hadjilou

Vice President's Name(s): Teerun Teymoorian

Secretary's Name: Shayan Teymoorian

Treasurer's Name: Arman Fard-Ghassemi

(SUBMIT ONLINE)

If an individual or a partnership, answer the following: N/A

Date of Organization: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A

List other states in which Bidder's organization is legally qualified to do business.

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What type of work does the Bidder normally perform with its own forces?

Demo ,Survey , Grade , Concrete pathway and Site work, Masonry, Painting, Plumbing, Electrical  
Carpentry

Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No  
\_\_\_\_\_

Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO  
\_\_\_\_\_

**B. LIST OF PAST PROJECTS**

The bidder must demonstrate a knowledge of public construction techniques and must possess a working ability to perform similarly sized construction work for a public agency. The City expressly reserves the right to reject the bid of any bidder who has failed to complete three (3) similar projects of substantially the same type in a timely fashion or in a satisfactory manner. The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past three (3) years: **FAILURE TO FURNISH SUCH INFORMATION (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

AGENCY: North Orange County Community College Fullerton College

ADDRESS: 1000 N. Lemon Fullerton, CA 92832

CONTACT PERSON: Larry Lara

PHONE: (714) 992-7025 EMAIL: LLara@fullcoll.edu

SCOPE OF WORK AND DOLLAR AMOUNT: Student Lounge Remodel at Fullerton College \$192,000.00

Remodel Study Lounge Drywall, Accoustical, paint, Mechanical,electrical and fire alarm

AGENCY: City of Laguna Hills

ADDRESS: 25555 Alicia Parway Laguna Hills Ca 92653

CONTACT PERSON: Joe Ames

PHONE: 949-707-2655 EMAIL: james@lagunahillsca.gov

SCOPE OF WORK AND DOLLAR AMOUNT: \$260,000.00

Build and Erect Wall , footing, Rebar, Site work Paint Tile and panel Installation

AGENCY: City of Mission Viejo

ADDRESS: 200 Civic Center Mission Viejo, CA 92691

CONTACT PERSON: Jacob Hofeldt

PHONE: 949-541-1385 EMAIL: jhofeldt@cityofmissionviejo.org

SCOPE OF WORK AND DOLLAR AMOUNT: \$105,000.00

Restroom ADA Conversion Electrical, Plumbing, Grading, Tile, Concrete, Masonry, Framing

**C. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Vernon Recycle Center	Fence around perimeter	July 2025	\$200,000.00
Arguello San Juan Capo	Sidewalk ADA	June 2025	\$925,000.00

(SUBMIT ONLINE)

## CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that bidder is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 1095956

License Classification: A&B Expiration Date: 08-31-2026

Name of Individual Contractor (Print or type):

\_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

or

Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

or

Name of Corporation: Oppenheimer National

Business Address: 31878 Del Obispo ste 118510 San Juan Capistrano CA 92675

Corporation organized under the laws of the State of California



\_\_\_\_\_  
Signature of President of Corp.



\_\_\_\_\_  
Signature of Secretary of Corp.

04-07-2025

Date

**(ENTER ONLINE)**

## **LIST OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work as follows:

---

**LISTING OF SUBCONTRACTORS WILL BE ENTERED ONLINE  
WHEN SUBMITTING YOUR PROPOSAL**

**ALL ITEMS OF INFORMATION REQUESTED ON THIS PAGE ARE REQUIRED. BIDDERS SHALL SPECIFY EACH SUBCONTRACTOR WHO WILL PERFORM WORK OR LABOR OR RENDER SERVICE TO THE PRIME CONTRACTOR IN AN AMOUNT IN EXCESS OF ONE HALF OF ONE PERCENT (0.5%) OF THE PRIME CONTRACTOR'S TOTAL BID. FAILURE TO LIST ALL INFORMATION AS REQUESTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE BID.**

(SUBMIT ONLINE)

## REFERENCES

The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past two years:

NAME/TITLE: Joe Ames      City engineer                      City of Laguna Hills

ADDRESS: 24035 El Toro Road      Laguna Hills, CA 92653

PHONE: 949-707-2655

FAX: (949) 707-2614

E-MAIL: james@lagunahillsca.gov

NAME/TITLE: jacob Hofeldt      Public Works Dep      City of Mission Viejo

ADDRESS: 200 Civic Center Mission Viejo, CA 92691

PHONE: 949-541-1385

FAX: 949-951-6176

E-MAIL: jhofeldt@cityofmissionviejo.org

NAME/TITLE: Joseph Hernandez

ADDRESS: 303 W Commonwealth Ave      Fullerton CA 92832

PHONE: 714-773-0049

FAX: (714) 738-3115

E-MAIL: Joseph.hernandez@cityoffullerton.com

## DESIGNATOR OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

NAME/TITLE: Robert wood Agent CSLB  
ADDRESS: 1411 N. Batavia St., Ste. 201 Orange, CA 92867  
PHONE: 714-627-4615 FAX: N/A  
E-MAIL: Robert@commercialsurety.com

NAME/TITLE: The Gray Casualty & Surety Company  
ADDRESS: 3601 N. I-10 Service Road West Metairie, LA 70002-7029  
PHONE: (504) 888-7790 FAX: (504) 888-7790  
E-MAIL: N/A

NAME/TITLE: John Bransford Insureaze Insurance Broker  
ADDRESS: 2021 Fillmore Street #9186 San Francisco CA 94115  
PHONE: 415 228-6911 FAX: 415 228-6911  
E-MAIL: johnny@insureaze.com

(SUBMIT ONLINE)

**BID BOND  
FOR CONSTRUCTION OF**

**STAGE RED THEATER OUTDOOR DECK  
CONSTRUCTION PROJECT**

**PROJECT NO. PW-25-125-SB**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, \_\_\_\_\_  
Oppenheimer National \_\_\_\_\_, (hereafter called "Principal"),

and The Gray Casualty & Surety Company, (hereafter called "Surety"), are held and firmly bound unto the **City of Fontana** (hereafter called "**OWNER**"), in the sum of

Ten Percent of the Amount Bid dollars (\$10%), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our successors and assigns.

SIGNED this 28th day of March, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the **OWNER** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**STAGE RED THEATER OUTDOOR DECK  
CONSTRUCTION PROJECT PW-25-125-SB,**

**NOW THEREFORE,**

- a. If said Bid is rejected, or
- b. If said Bid is accepted and Principal executes and delivers a contract in the attached Agreement form within then (10) days after acceptance (properly completed in accordance with said Bid), and furnishes insurance certificates and endorsements, bonds for faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and all other required documents, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

For value received, Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any bidding errors or extension of the time within which the **OWNER** may accept such Bid, and said Surety hereby waives notice of any such extension.

(Page 1 of 3)

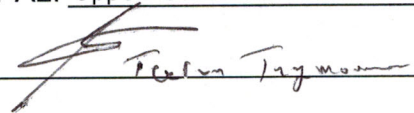
(SUBMIT ONLINE)

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: Oppenheimer National

ATTEST: (if corporation)

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_ Title: Vice President

(Corporate Seal)

SURETY: The Gray Casualty & Surety Company

ATTEST:

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_ Title: Attorney-in-Fact

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and address of Surety) The Gray Casualty & Surety Company

1625 West Causeway Approach  
Mandeville, LA 70471

(Name and address of agent or Representative for service of Process in California, if Different from above) Commercial Surety Bond Agency  
1411 N. Batavia St., Suite 201

Orange, CA 92867

(Telephone number and FAX Number of Surety and agent Or representative for Service of process in California)

Surety Phone: (504) 780-7440 / Surety FAX: (504) 324-2053  
Agent Phone: (714) 516-1232 / Agent Fax: (714) 516-9563

E-MAIL: N/A

(Page 2 of 3)

Notary Certificate  
Attached



**(SUBMIT ONLINE)**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 } ss.

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature:

Place Notary Seal Above

Signature of Notary Public

**OPTIONAL**

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

### Description of Attached Document

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer Title(s):  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

**Right Thumbprint of Signer**  
**Top of thumb here**

**Signer is Representing:**

**Signer's Name:** \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer Title(s):  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other:

Right Thumbprint of Signer  
Top of thumb here

**Signer is Representing:**

(Page 3 of 3)

# 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.

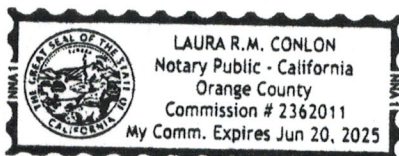
STATE OF CALIFORNIA

County of Orange

On March 28th, 2025 before me, Laura R.M. Conlon, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Shaunna Rozelle Ostrom

Name(s) of Signer(s)



Place Notary Seal Above

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 Laura R.M. Conlon  
Signature of Notary Public Laura R.M. Conlon

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: March 28th, 2025 Number of Pages: Three (3)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Shaunna Rozelle Ostrom

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
The Gray Casualty & Surety Company

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** CSBA-30483

**Principal:** Oppenheimer National

**Project:** Stage Red Theater Outdoor Deck Constuction Project, Project No. PW-25-125-SB

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Magdalena R. Wolfe, Shaunna Rozelle Ostrom, Daniel Huckabay, Dwight Reilly, Arturo Ayala, Michael Stong, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell, and Frank Morones of Orange, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of March, 2025.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28<sup>th</sup> day of March, 2025.

*Leigh Anne Henican*



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

## Certificate of Authority

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

*The Gray Casualty & Surety Company*

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

**Surety**

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

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

IN WITNESS WHEREOF, effective as of the 14th day of March, 2012, I  
have hereunto set my hand and caused my official seal to be affixed  
this 14th day of March, 2012.

**Fee** \$3180.00

Dave Jones  
Insurance Commissioner

**Rec. No.**

**Filed** 8/8/2011

By

Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**Certification**

*I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused my  
official seal to be affixed this 4th day of June, 2012.



Dave Jones  
Insurance Commissioner

By

Pauline D'Andrea  
Pauline D'Andrea

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On Mar 31, 2025 before me, PJ Kehoe, Notary Public  
Date Here Insert Name and Title of the Officer

Personally appeared Jeerun Jeymoorian  
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 PJ Kehoe  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Bid Bond Document Date \_\_\_\_\_

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 \_\_\_\_\_

(SUBMIT ONLINE)

**NON-COLLUSION DECLARATION**

**STAGE RED THEATER OUTDOOR DECK  
CONSTRUCTION PROJECT**

**PW-25-125-SB**

The undersigned declares:

I am the Vice President -Tee Teymoorian of Oppenheimer National

\_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04-07-2025 [date], at San Juan capistrano [city], CA [state].



(Signature)

Teerun Teymoorian

(Print Name)

Vice President

(Title)

## CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

**Labor Code Section 1735** requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.


The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

### We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: Oppenheimer National

TITLE OF PERSON SIGNING: Vice President

SIGNATURE: 

DATE: 04-07-2025

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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**IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:


☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  \_\_\_\_\_

Printed Name: Teerun Teymoorian

Title: Vice President

Firm Name: Oppenheimer National

Date: 04-07-2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Bidder certifies, by signing and submitting this Bid, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The Bidder also agrees by submitting his or her Bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signature:  \_\_\_\_\_

Printed Name: Teerun Teymoorian

Title: Vice President

Firm Name: Oppenheimer National

**DEBARMENT AND SUSPENSION CERTIFICATION**


**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature:  \_\_\_\_\_

Printed Name: Teerun Teymoorian

Title: Vice President

Firm Name: Oppenheimer National

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(ENTER ONLINE)

**PROPOSAL BID SHEET  
FOR CONSTRUCTION OF  
STARGE RED THEATER OUTDOOR DECK  
CONSTRUCTION PROJECT**

**PW-25-125-SB**

**The Stage Red Theater Outdoor Deck Construction Project will be awarded based off the lowest, responsive bidder for the entire project.**

STAGE RED THEATER OUTDOOR DECK CONSTRUCTION PROJECT			
No.	DESCRIPTION	UOM	QTY
1	Construction of a New Outdoor Deck	LS	1
2	Installation of New Walkway and Landscape Lighting	LS	1

**NOTE:** The estimated quantities listed in the **Proposal Bid Sheet(s)** are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

The Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the Contract Price, except that any designated "**Specialty Items**" may be performed by subcontract and the amount of any such "**Specialty Items**" so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization. The **CITY** reserves the right to reject any and or all bids, or to waive any information on any one or all bids received. The **CITY** specifically reserves the right to delete, reduce all or any portion of the work at any time prior to authorization to proceed with this portion of work.



Tee Teymoorian - Vice President

04-17-2025

**(ENTER ONLINE)**

**ADDENDUM ACKNOWLEDGEMENT**

**STAGE RED THEATER OUTDOOR DECK  
CONSTRUCTION PROJECT**

**PW-25-125-SB**

ADDENDUM(S) TO BE ACKNOWLEDGED ONLINE WHEN YOU ARE SUBMITTING  
YOUR BID.

ADDENDUM ACKNOWLEDGEMENT



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0188

**Agenda #:** F.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Award Construction Management Services contract with C.W. Driver, LLC for the Downtown West Parking Structure Project (DE-25-98-SP).

**RECOMMENDATION:**

1. Award and authorize the City Manager to execute the Professional Services Agreement with C.W. Driver, LLC for the Downtown West Parking Structure Project in the amount of \$596,576.00 (Request for Proposals DE-25-98-SP).
2. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments not exceeding \$100,000.00 for the Downtown West Parking Structure Project (Request for Proposals DE-25-98-SP).

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

**DISCUSSION:**

The City of Fontana's Capital Improvement Program Budget includes the Downtown West Parking Structure Project ("Project"). The Project is to construct a 5-tier parking structure to include the installation of five hundred one (501) parking stalls. The proposed Project is located within the City of Fontana and is bound by Arrow Boulevard to the south, by Nuevo Avenue to the west, by Spring Street to the north, and by an alley to the east. The intent of the structure is to serve the planned downtown area, also known as "The Forge District", which will include an office building and hotel to be constructed adjacent to the Project by others at a later date.

On February 19, 2025, the City issued a Request for Proposals ("RFP") for Construction Management Services by notifying firms through the Purchasing Office. Fifty-nine (59) prospective bidders downloaded the RFP documents. On March 6, 2025, proposals were received from eleven (11) firms interested in providing the services. Proposals were evaluated based on several considerations including experience with similar work, schedule, understanding of scope and issues,

along with available staff and schedule. The proposals range from \$326,860 to \$1,296,000. As a result, the staff recommends approval of the Professional Services Agreement with C.W. Driver, LLC. The total not-to-exceed amount of the agreement is \$596,576.00.

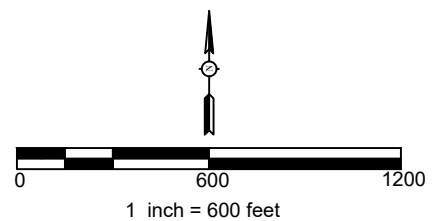
**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$596,576.00 for the full term of the Professional Services Agreement and is included in the FY 2024-25 budget in 37600067-632-A-8130.

**MOTION:**

Approve staff recommendation.

# DOWNTOWN WEST PARKING STRUCTURE PROJECT



# CONSTRUCTION MANAGEMENT DOWNTOWN WEST PARKING STRUCTURE

## Evaluation

Firms	Total Score
<b>C.W. Driver</b> Rancho Cucamonga, CA	96
<b>Transtech Engineers, Inc.</b> Chino, CA	94
<b>Gulati Construction Company, Inc.</b> La Palma, CA	90
<b>KOA Corporation</b> Ontario, CA	90
<b>Interwest Consulting Group</b> Irvine, CA	90
<b>CSG Consultants</b> Ornage, CA	86
<b>TKE Engineering, Inc.</b> Riverside, CA	83
<b>ABA Global</b> San Francisco, CA	81
<b>JGM, Inc.</b> Los Angeles, CA	78
<b>BCM Group, Inc.</b> Rancho Cucamonga, CA	72
<b>Kane Construction Services, Inc.</b> North Hollywood, CA	70

**CITY OF FONTANA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**DE-25-98-SP**

This Agreement is made and entered into as of the 1<sup>st</sup> day of June, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and C.W. Driver, LLC, a California Limited Liability Company with its principal place of business at 11879 Sebastian Way, Ste. 101, Rancho Cucamonga, CA 91730 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Downtown West Parking Structure Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$596,576.00 [Five Hundred Ninety-Six Thousand, Five Hundred Seventy-Six Dollars and No Cents.]** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the services seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of services. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from **June 1, 2025** to **October 31, 2026**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of services of the preconstruction start date and a Notice to Proceed for the construction start date.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. If Consultant's term for the performance of its services under this Agreement is delayed by causes not the fault of Consultant, then Consultant's compensation under this Agreement shall be increased by the Consultant's cost of such increased length of services performed.

7. Compliance with Law.

a. Consultant shall, in the performance of its services, comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements. Nothing in this Agreement shall render Consultant responsible for errors or omissions in any drawings or specifications prepared by others, which liability remains solely with the preparing party.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. The cost of all such permits shall be paid by the City.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled by it or its subconsultants in the services or operations performed by them under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The services to be performed shall be in accordance with the services described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence services for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor (if any) to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all services under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(1) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or substantial equivalent.

(ii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability as defined by Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01); (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(iv) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 12 19 and 20 37 12 19, or endorsements providing the exact same coverage.

(v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the services under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing services under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the services under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the services contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the services under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement, provided that Consultant would have liability in the absence of such contract, and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include services performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits (except as to Professional Liability).

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to

the parties required to be named as Additional Insured pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, the City's Architect, other design professionals, consultants, inspectors and separate contractors shall not be additional insureds under any of Consultant's insurance policies.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25- S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City, other than the Project's builder's risk insurance, or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, after notice and a reasonable opportunity to Consultant to cure, but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor Consultant, nor any of their respective officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract or services under any subconsultant agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 12 19 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with conflict free counsel of Consultant's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind (other than damage to the

Project itself), in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, other than those from the Project's builder's risk/property insurance received by the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

c. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be responsible for the acts or omissions of any contractor or design professional performing work or design/engineering services for the Project. All such liability shall remain solely with the party performing such work or services. Nor will Consultant be required to defend, indemnify or hold harmless the City's Architect, other design professionals, consultants, inspectors and separate contractors.

### 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services of Consultant or its subconsultants are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any such failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing,

the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub- subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the services under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the services completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the services completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of services.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization. Consultant shall assign Tom Jones, Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the services included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana

8353 Sierra Avenue

Fontana, California 92335

Attn: Chris Smethurst

CONSULTANT:

C.W. Driver

11879 Sebastain Way, Ste 101

Rancho Cucamonga, California 91730

Attn: Tom Jones

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or

contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Requirements) attached hereto and incorporated herein by reference

("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

32. Mutual Waiver of Consequential Damages

The Consultant and City waive all claims against each other for any indirect or consequential damages arising out of or relating to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF FONTANA**

**CITY OF FONTANA**

**C.W. Driver**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Dana Roberts  
Chief Executive Officer

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
Phillip Burum  
Deputy City Manager

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By: \_\_\_\_\_  
Public Works Director / City Engineer

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

By: \_\_\_\_\_  
Rakesha Voss  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Jessica Brown  
Chief Financial Officer

\_\_\_\_\_  
Purchasing Office

## EXHIBIT A

### Scope of Services

- A. Conduct and Coordinate field meetings with Design-Build Team members, City staff, and other Agencies on an as needed basis.
- B. Review on-going traffic handling and traffic control plans submitted by the contractor and conduct field audits.
- C. Conduct labor compliance interviews and monitor compliance.
- D. Conduct regular safety reviews of the entire project site to ensure full compliance with the safety orders, including CAL OSHA compliance.
- E. Coordinate with design engineers, project managers, City Staff and other stakeholders on design issues encountered during construction.
- F. Coordinate, implement and monitor utility relocations as applicable.
- G. Review contractor's submittals and coordinate with other agencies for final approval.

Review detailed daily inspection reports supported with pictures as appropriate, keep picture log on project progress, and traffic control as warranted by work environment.

- H. Coordinate with Geotechnical Engineer/Special Inspection. CM shall verify validity of all requests for special inspections prior to scheduling thereof. CM Shall keep track of all special inspection testing performed to ensure proper billing and that inspection does not exceed scope unless justified.
- I. Prepare, process, and monitor contract change orders. Change Order Proposals shall be vetted thoroughly.
- J. Review progress payments and extra work bills and recommend payment to City.
- K. Prepare punch lists.
- L. Participate in the final inspection, testing and release of the facilities.
- M. Review record drawings (As-Builts) at project completion.
- N. Prepare quantity estimates daily and submit with daily inspection reports.
- O. Independently double-check all quantities prior to processing monthly estimates.
- P. Ensure that contract change orders are accurately covered for payments.
- Q. Ensure that Force Account work is agreed to in writing in the field on a daily basis.
- R. Attend Pre-construction meetings and all associated meetings related to the project.
- S. Performs constructability review of plans and specifications in plan check for potential oversights from construction and administrative point of view.
- T. Review DBE schedule for accuracy by ensuring scheduling ties are appropriately shown and durations are appropriate. Monitor progress against schedule and inform City of any deficiencies.

Request for Proposals for Construction Management Services (No. DE-25-98-SP)

# CITY OF FONTANA DOWNTOWN WEST PARKING STRUCTURE PROJECT



# 3.1 Table of Contents

Letter of Interest

01 Firm Overview p. 01

02 Work Plan p. 04

03 Project Team p. 08

04 References p. 09

05 Cost Proposal Separate Attachment



March 6, 2025

City of Fontana  
Attn: Steve McGuffey, Purchasing Office  
8353 Sierra Ave.  
Fontana, CA 92335

Re: Request for Proposal for Construction Management Services - Downtown West Parking Structure Project DE-25-98-SP

Dear Mr. McGuffey,

On behalf of C.W. Driver, we are excited to once again collaborate with the City of Fontana on the Downtown West Parking Structure Project. ***Our team is eager to bring our expertise in construction management to this important development, leveraging our deep understanding of the City's goals and strong working relationships with key stakeholders to ensure another successful project.***

With 106 years in Southern California and extensive experience in the Inland Empire, C.W. Driver has successfully delivered many civic, public, and parking structure projects, including the City of Fontana's recent Downtown Parking Structure, and remains committed to supporting the City's economic growth. ***Our local office in Rancho Cucamonga allows us to dedicate the necessary resources, personnel, and oversight to keep the project on track, on budget, and aligned with the City's vision for the Forge District.*** Our team is highly experienced in overseeing complex parking structure projects, ensuring efficiency, cost-effectiveness, and a seamless construction process.

Our proposal includes a comprehensive overview of our relevant experience, key team members, and strategic project approach. Tom Jones, who will lead our efforts, has over 35 years of industry experience and ensures expert leadership and oversight. Additionally, our executive management team is fully committed to providing the highest level of support and engagement throughout the project's lifecycle.

Choosing C.W. Driver means selecting a trusted partner dedicated to delivering excellence. ***We are committed to fostering local economic opportunities by prioritizing the engagement of trade contractors, vendors, and suppliers within Fontana and the surrounding communities.*** Our track record of collaborative success speaks for itself, and we look forward to once again working closely with the City of Fontana to bring this vision to life.

C.W. Driver is agreeable to the terms of our Professional Services Agreement SP-88-DE-23 for the Downtown Parking Structure project dated June 9, 2023. Should you have any questions or require additional information, please do not hesitate to contact Tom Jones at 323.864.4491 or via email at [tjones@cwdriver.com](mailto:tjones@cwdriver.com). We appreciate your consideration and look forward to the opportunity to serve the City once again.

Very truly yours,

Dana Roberts  
Chairman and Chief Executive Officer

# 01 Firm Overview

1. Identification of the offering firm including name, address, telephone, fax number, and email address;

**Company:** C.W. Driver, LLC

**Address:** 11879 Sebastian Way, Ste. 101  
Rancho Cucamonga, CA 91730

**Telephone:** 909.945.1919

**Fax:** 909.945.1955

2. Name, title, address and telephone number of contact person during the evaluation period;

## Primary Contact

**Tom Jones**, Project Executive, will be your primary point of contact and will be authorized to make recommendations and decisions regarding the work.



## Contact Information

Tom Jones - Project Executive

**T.** 323.864.4491 **E.** [tjones@cwdriver.com](mailto:tjones@cwdriver.com)

## C.W. Driver: Over a Century of Excellence in Construction

Founded in 1919 by Clarence Wike (C.W.) Driver and John MacDonald, C.W. Driver has earned a reputation for stability, integrity, and quality over more than 100 years. Holding the fifth-oldest active contractor license in California, C.W. Driver is one of the longest-operating general contractors in the state. The firm made its mark in the 1920s, constructing iconic California landmarks such as the Wilshire Methodist Church, Marymount College (now part of Loyola Marymount University), and the historic Adamson House in Malibu.

Under the leadership of CEO Dana Roberts, who joined the company in 1970 and has served as CEO since 1987, C.W. Driver has grown into a leading name in educational, civic, urban, and commercial projects. Dana's commitment to upholding the company's founding principles—exceptional craftsmanship and client satisfaction—has positioned C.W. Driver as one of California's premier builders.

The company's executive leadership team, led by President Karl Kreutziger, CFO Carl Lowman, and COO Brent Hughes, brings decades of industry experience. **Their expertise and dedication ensure that every project is guided by professionalism, innovation, and the highest standards of quality.**

C.W. Driver Companies proudly serves Los Angeles, Orange, and San Diego Counties, and the Inland Empire, continuing its legacy of delivering impactful projects throughout Southern California.

## Construction Management and Civic Experience

C.W. Driver is well-versed in providing CM-Agency Services, having completed over 30 projects using this delivery method. Our firm's philosophy regarding the CM-Agency delivery method is based on strategic partnerships and relationships to provide an enjoyable construction experience for all. Our team is committed to a highly integrated management approach that supports and encourages team collaboration to achieve shared project goals.

C.W. Driver has been the construction manager on over 50 civic projects in Southern California, including projects for the City of Montclair, City of Rancho Cucamonga, and City of Moreno Valley. Our strong portfolio of parking structure and civic projects, many for repeat clients, is a testament to our ability to successfully manage your construction project.

# 30<sup>+</sup>

Parking Structure  
Projects

# #20

Top Contractor  
(ENR California)

# \$600M<sup>+</sup>

Civic Projects

## Relevant Experience

As an industry leader, we have constructed over \$600 million in civic projects and completed over 30 parking structure projects. Relevant projects we have completed are below and on the following pages.

Civic Projects	Value	Civic Projects	Value
City of Newport Beach - Civic Center and Parking Structure	\$116,866,182	City of Whittier - Whittier Central Library, Remodel & Improvement	\$14,600,000
City of Rancho Cucamonga - Victoria Gardens Cultural Center and Parking Structure	\$45,900,000	Coachella Valley Water District - Palm Desert Administrative Facility	\$13,584,678
City of Cerritos Redevelopment Agency - Cerritos Library	\$39,864,321	Jurupa Community Services District - Eastvale Community Center	\$11,306,235
City of Palmdale - Aquatics Park & Recreation Complex	\$36,702,467	City of Moreno Valley - Sports & Community Center	\$11,000,000
City of La Mirada - Splash! La Mirada Regional Aquatic Center and Sheriff Station	\$35,367,214	City of Redondo Beach - Library	\$10,726,542
City of Montclair - Police Facility	\$25,403,000	City of Cerritos Redevelopment Agency - Cerritos Civic Center Parking Structure	\$10,000,000
City of Laguna Niguel - Crown Valley Park Community Building	\$25,000,000	City of Beverly Hills - Public Works Warehouse and Shops	\$9,500,000
City of Laguna Niguel - City Hall	\$24,800,000	County of San Diego - Alpine Branch Library	\$9,481,356
Exposition Park Intergenerational Community Center - Seismic Renovation & Addition	\$24,500,000	City of El Cajon - El Cajon Animal Shelter	\$9,464,005
Los Angeles County - Manhattan Beach Library	\$19,073,603	County of San Diego - Ramona Branch Library	\$9,000,000
City of Rancho Cucamonga - Central Park & Senior Community Center	\$19,000,000	County of San Diego - Fallbrook Branch Library	\$8,750,000
County of San Diego - East County Office and Archive	\$18,556,402	Jurupa Community Services District - Eastvale Community Park	\$6,066,521
City of San Diego - Mission Hills - Hillcrest Public Library	\$17,755,549	City of Whittier - Whittwood Branch Library Expansion & Improvement	\$5,300,000
City of Westminster - Community Cultural Center	\$16,391,000	City of Rancho Cucamonga - Animal Shelter Remodel	\$3,248,384

Parking Structure Projects	Value	Stalls	Levels
Jamul Indian Village - Jamul Casino and Parking Structure	Confidential	1,800	8
North Orange County CCD, Fullerton College - Parking Structure	\$22,000,000	1,405	4
SONY Pictures, Inc. - Culver Parking Expansion	\$18,900,000	1,200	6
SONY Pictures, Inc. - LOT and Office Transformation & Parking Garage Project	\$12,300,000	1,100	4
City of Rancho Cucamonga - Parking Structures and Cultural Center	\$45,900,000	1,060	3
DJM Capital Partners - Pacific City Retail	\$80,300,000	1,043	2
UDR - The Residences on Jamboree	\$68,500,000	600	7
Cerritos Civic Center - Parking Garage	\$10,000,000	556	3
City of Newport Beach - Civic Center and Parking Structure	\$116,900,000	450	3
Twenty by Six Creative Office Building & Below Grade Parking Structure	\$34,300,000	374	3
Loyola Marymount University - Life Science Building & Parking Structure	\$81,200,000	373	3
Lennar - Malden Station Fullerton	\$40,600,000	369	6
Baja-Mex Insurance Services - Parking Structure	\$18,300,000	349	6
Chapman University - Keck Center for Science & Technology	\$92,400,000	347	2
Anderson Pacific - The Current Mixed-Use	\$71,600,000	330	4
City of Fontana - Downtown Parking Structure	\$11,900,000	321	5
Cypress Equities - Paseo Colorado Mall, Parking Restrengthening	\$18,500,000	315	2
Bellevue Center - Whole Foods Retail Plaza	\$26,400,000	298	3
Belmont Senior Living - Parking Garage	\$50,600,000	274	4
UDR - Beach & Ocean Apartments	\$28,000,000	262	6
DreamWorks, Lakeside Annex Office - Building & Parking Structure Expansion	\$44,200,000	250	4
Disney Grand Californian - Hotel Expansion & Parking Garage	Confidential	219	2
Jewish Home for the Aging - Fountainview at Gonda Westside	\$121,100,000	218	2

## C.W. Driver's Civic and Parking Structure Experience



**City of Newport Beach  
Civic Center and Parking Structure**



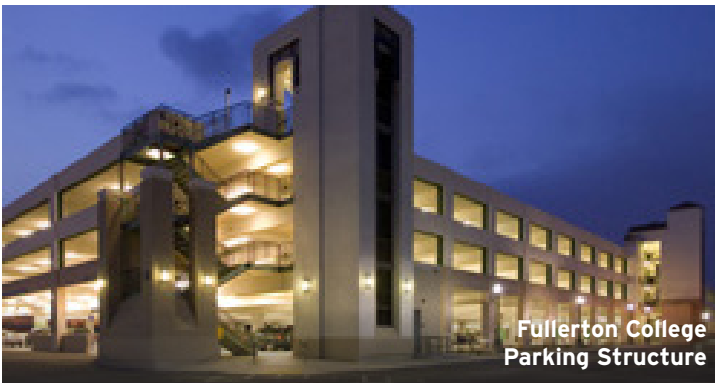
**City of Fontana  
Downtown Parking Structure**



**City of Rancho Cucamonga  
Victoria Gardens Cultural Center**



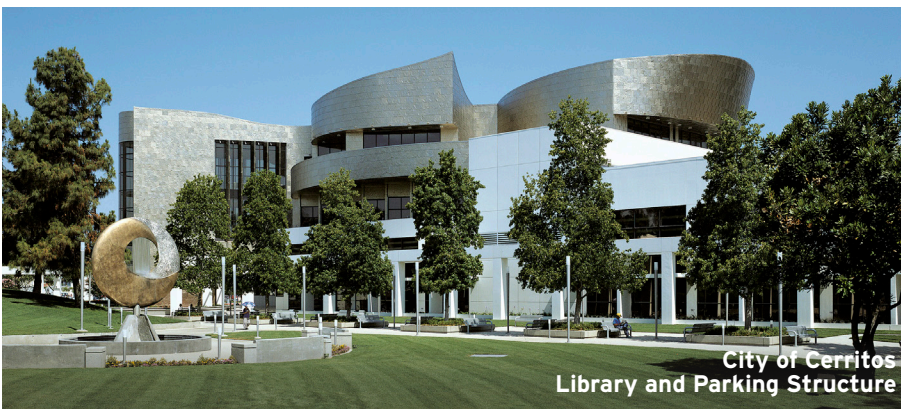
**DreamWorks Animation  
Parking Structure**



**Fullerton College  
Parking Structure**



**SONY Pictures Studios, Inc.  
Parking Expansion**



**City of Cerritos  
Library and Parking Structure**



**Baja-Mex  
Parking Structure**

# 02 Work Plan

3. Specify what is to be covered; Scope of Work and Deliverables;

## Goals

With our understanding of your project and our experience on similar projects, we see the goals of the Downtown West Parking Structure project to be as follows:

- Construct a new multi-story parking structure consisting of 500+ parking spaces
- Deliver the project via CM-Agency over a Design-Build Entity
- Collaborate openly for full transparency and efficiency
- Drive value to the highest and best use for each dollar
- Utilize Lean Construction principles and best practices
- Communicate schedules and coordinate activities in advance with City staff and adjacent essential service facilities
- Conduct plan review meetings with the Owner to review each discipline, details, and overall expectations
- Provide safety and ease of wayfinding for staff and community members
- Sequence construction to avoid interruption to adjacent Civic Center, Fire Station, and Library buildings; Coordinate with staff of those entities.
- Provide detailed monthly summary project reports that accompany our progress billing
- Deliver project on time, to allow time for FF&E and Building Commissioning
- Conduct weekly progress meeting with the Owner in addition to the OAC meetings to review the schedule, RFIs, submittals, change orders, and finances
- Review and coordinate with the Owner's third party inspection agency for daily inspections and compliance
- Daily site progress photos
- Shop verification for material billed in GC's progress billing
- Perform a constructability review and back-check on the plan-check set
- Close-out the project financially in a timely manner

We invite the City of Fontana to participate in a collaborative, transparent environment of mutual trust and respect, reliable promises, and continual improvement.

C.W. Driver will work with the City, stakeholders, and Design-Build entity, as a collaborative team from the start. We will provide the requisite construction management services during the project in the design phase, through construction and close-out for the project.

**We recognize that to meet your expectations, our role will effectively be as an extension of your staff. Our recent experience working with the City of Fontana, combined with our long history as a Construction Manager and Builder, will afford you the confidence that C.W. Driver has the most to offer the City of Fontana.** The following pages outline the processes and specific steps we will take to make your project successful.

## Preconstruction Phase Services

As a team, our Project Executive, Tom Jones; Construction Manager, Sergio Gonzalez; and Chief Estimator, Mark Vondran, will lead the overall preconstruction process and ensure that the City and the Design-Build Entity receive continual preconstruction support regarding cost, constructability issues, means and methods, building systems, equipment, and the project schedule. Our preconstruction services will include the following:

- Review the plans and specifications for constructability
- Assess the design details and specifications to ensure practicality and cost-effectiveness
- Suggest alternate system options to optimize the budget
- Analyze materials for quality and availability
- Review the project schedule for realistic logic, milestones, and durations
- Coordinate cost-efficient relocation of existing utilities as needed





### *Design Collaboration/Cost Studies*

Our process to confirm that the \$15,000,000 project budget is sufficient to construct the project starts on day one. We will utilize a target value design approach and ensure the Design-Build Entity is designing to the budget rather than designing first and budgeting later. Our team will ensure that target budgets are set for every major system. We will then analyze every major element for cost, constructability, functionality, sustainability, and aesthetics. Creating an early cost model provides guidelines for the Design-Build Entity to balance scope, schedule, and budget.

As the design progresses, we will provide cost studies, which is critical to meet the budget and maximize value for the City. We will supervise and monitor a running value engineering log that includes options and cost savings. As the design progresses, we will continue to update and review all current and past value engineering options, as needed, to maintain the budget. This process must be collaborative and “open book.” We will closely monitor the cost recommendations provided by the Design-Build Entity and provide educated recommendations to the City.

### *Project Schedule*

We will review a preconstruction schedule for the project and will continue the efforts throughout project completion and close-out activities. We will work with the Design-Build Entity to develop a plan that considers the team’s collective experience and real-time project needs, while informing our decisions.

### *Constructability Review*

The goal of the constructability review process is to maintain the integrity of the design while considering three things: (1) practical application of the project details in the building process (i.e., constructability), (2) water-tightness, and (3) alternative cost-effective construction methods. Selecting C.W. Driver as your Construction Manager early in the project affords the City and the Design-Build Entity with a General Contractor’s/Construction Manager’s perspective. As a collaborative team, we have the ability to optimize both cost and time savings before the construction phase. Alternate systems proposed during the preconstruction phase will prevent scheduling and phasing delays while offering potential savings and a reduction in Requests for Information (RFIs) and change orders.

Our systematic review process has been refined over many years and has proven to be one of the best in the industry. Through years of experience and lessons learned on past projects, we have identified four major categories that we base our review efforts around.

- **Interdisciplinary Coordination** - All disciplines are systematically reviewed against each other to verify coordination at all points of interface.
- **Build-ability** - We uncover potential weaknesses in the design, sequencing issues and logistical problems to ensure the project can be built as intended.
- **Bid-ability** - Construction documents are reviewed to verify adequate information is provided and that the scope of work is clear and consistent to anyone bidding the project.
- **Building System Analysis** - All building systems, including Mechanical, Plumbing, Electrical, Security and any additional specialty systems are evaluated by our staff of specialists for design integrity, coordination and completeness.

### *Logistics*

Site logistics will be of critical importance on your planned project. With limited access around the site, as well as maintaining utility services to the surrounding buildings off Sierra Avenue and Nuevo Avenue during construction, it will be important to ensure the proper preplanning and coordination with the utility providers take place by the Design-Build Entity. C.W. Driver will develop a detailed plan to manage these logistical challenges and will work closely with the City and Design-Build Entity to ensure that we create a plan that will have the least impact to the community and the City’s operations.

## Construction Phase Services

The C.W. Driver team will implement appropriate planning and tracking measures, with every aspect of the job being monitored for daily, weekly and monthly progress. The synergy generated by the team, and attention to promises made, missed and kept, leads to a social project network that nurtures motivation and teamwork, and continual improvement towards our common goal. A summary of our responsibilities and procedures are as follows:

- Conduct and monitor insurance/bonds/labor compliance
- Enforce a quality control program
- Review the project schedule and review progress
- Conduct construction kick-off, Owner and coordination meetings
- Review traffic control and logistics plans with all who are affected
- Coordinate, implement, and monitor utility relocations, as needed
- Check and review daily report by the Design-Build Entity and maintain our own
- Monitor safety program/CAL-OSHA compliance
- Oversee the submittal, change order, and RFI management
- Review monthly application for payments
- Conduct change order reviews
- Monitor project close-out and punchlist management
- Approve final payments
- Filling of NOC

C.W. Driver will conduct construction kick-off meetings to familiarize all stakeholders with the goals established during the preconstruction phase of the project. We will reinforce the need for communication and review all aspects of the project, including the Quality Assurance and Safety programs to be implemented.

## Project/Cost Controls

C.W. Driver will benchmark, monitor, and manage the “vital signs” of the project. This includes, but is not limited to, quality control, safety, cost, and the overall schedule. By performing continuous schedule and cost reviews with a full report delivered to the City monthly, we will assure that the original goals are met. A brief sample of the range of cost items we will cover includes:

- Construction Costs
- City's Consultant Fees
- Testing/Inspection
- Regulatory Agency Costs

## Safety Program

C.W. Driver is committed to the safety of the public, construction crews, employees, property, and equipment on the project. Jim Wathen, our Safety Director, heads C.W. Driver's rigorous safety program, which has earned numerous accolades from OSHA and other safety agencies and has consistently maintained an Experienced Modification Rate well below industry standard. We will ensure that every employee is provided with safe working conditions, that all safety regulations are observed and that employees use common sense to protect themselves and others in the “day-to-day” work environment.

C.W. Driver's safety program is designed to create a positive safety culture in which everyone on the project is looking out for the safety of each other. Our team will monitor and enforce the following during construction:

- Identify and evaluate job site hazards.
- Assist in establishing methods for correcting unsafe conditions, including inspections, checklists, and safety meetings.
- Provide for safety of the City's employees and community members
- Develop system of communication and feedback to ensure that employees and the Design-Build Entity comply with the safety program

## Quality Assurance/Quality Control (QA/QC)

With a project-specific QA/QC plan, Sergio Gonzalez, Construction Manager, will be responsible for leading the project's QA/QC procedures daily. Highlights of our QA/QC process during the construction phase include:

- Require the Requests for Clarification (RFC)/Request for Information (RFI) be presented in a timely fashion with suggested solutions.
- Require a thorough review of all submittals/shop drawings and forward them to Fontana upon completion.
- Review coordination of mechanical and electrical shop drawing process that addresses system layouts, embeds and inserts, access requirements, transitions, clearances, potential interferences, and future requirements for testing, balancing, tenant improvement work, and commissioning.
- Review shop drawings and field mock-ups, as required, for new and repetitive work approval by the project team prior to installation.
- Coordinate off-site inspections.
- Attend pre-installation meetings with the Design-Build Entity and inspectors prior to the trades working on-site.



### *Document Control*

We will establish the responsibilities for the flow of information for all team members in accordance with the City's procedures and policies. All plans, specifications, RFIs and project revisions will be maintained digitally and be available with daily updates to stay current. Our digital tools will also help us monitor/control correspondence, requests for information, cost proposals/change orders, non-compliance notices, and submittals and reviewed at weekly project meetings.

### *Issue Tracking*

Our team is adept in identifying key issues and tracking documentation during all phases of our projects. We will maintain our issues tracking system in real-time, updated daily, on site. We will distribute an issues log as part of the monthly report and use it as a communication tool in project meetings to identify, track and resolve problem areas. Issues tracking will include disposition/execution of all change order comments submitted by the City, Design-Build Entity, jurisdictional, and other agencies, as well as other issues that arise as the project progresses.

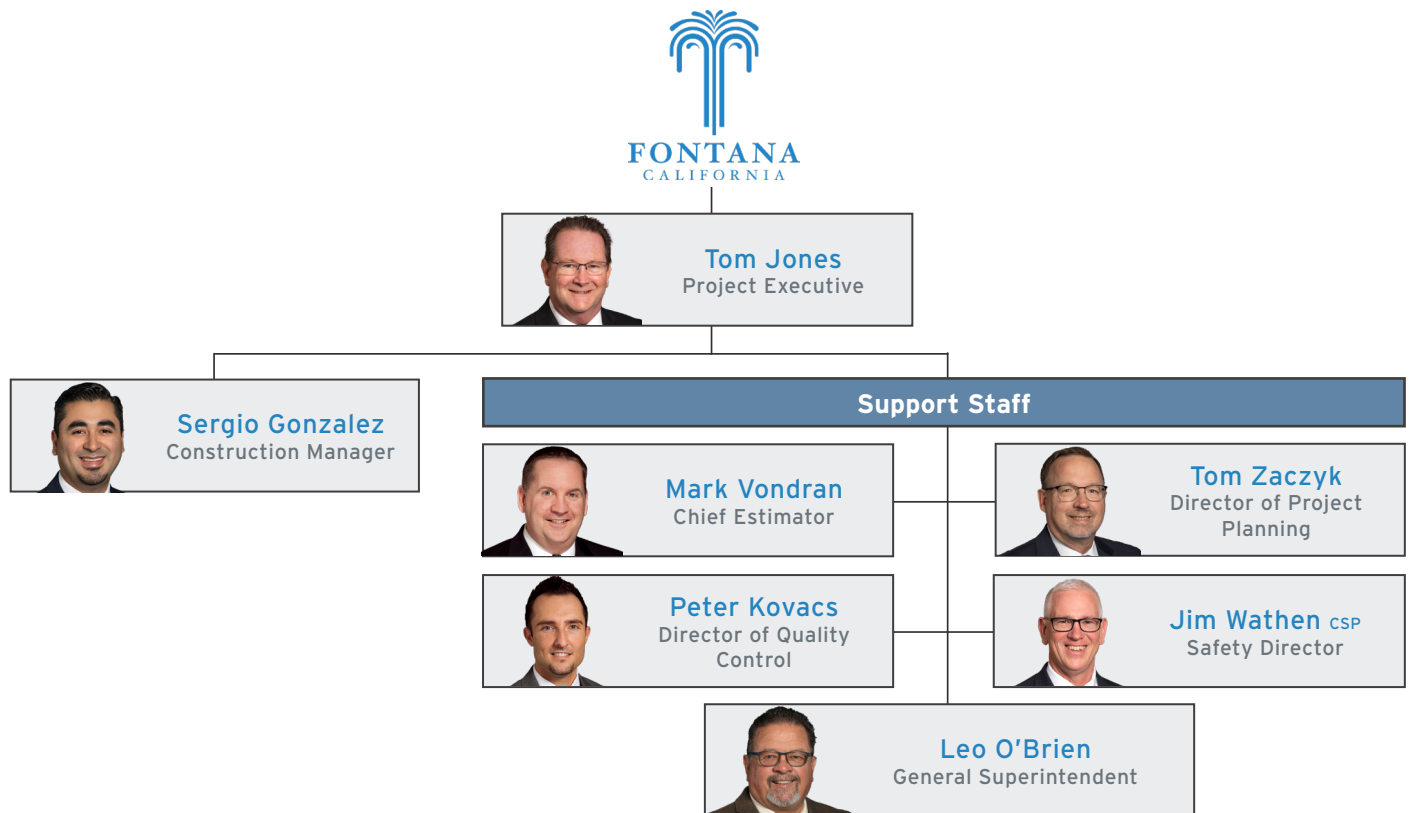
### *Post Construction/Project Close-out Phases*

We begin the close-out process from day one. Deliverables, such as collecting and monitoring the Operation and Maintenance Manuals, Completion Certificates, Warranties and Guarantees, training sessions, and start-up procedures are identified and scheduled with the Design-Build Entity for their action.

**As-Built/Record Drawings** - The project team will maintain a record set of contract drawings throughout the project in a digital format at the job site to memorialize any necessary deviations and/or changes that may have occurred. Upon project completion, the final digitized hyper-linked document will be provided to the City for "as-built" purposes in a PDF file format. Doing so will allow the City to maintain instant access to critical data without having to dig through volumes of paperwork.

**Project Turnover** - During the final 90 days of construction, we will supervise start-up, testing and balancing of all equipment and systems. Prior to demobilizing from the project, we will ensure that City's facilities staff has been thoroughly trained to use and maintain all systems and equipment. To enable future City staff to quickly learn how to use the parking structure, we will oversee the recording of all training sessions for your use and reference. Additionally, we will coordinate the submittal of keys and completion of warranties, guarantees, operations, and maintenance manuals. Finally, we will ensure that all facilities have been thoroughly cleaned and that all punch list items have been completed.

# 03 Project Team



## 4. Organizational Chart;

See above graphic.

## 5. Staffing plan;

### Team Composition

We have proposed a team with a proven track record of success. They have worked together on other civic projects and parking structures, including your recent parking structure one block away from this project. The result is that you have an experienced team familiar with projects of the size and complexity that your project deserves. Our team is a cohesive group that has the necessary chemistry to develop creative solutions, provide smart decision-making tools, and optimize innovation. We feel strongly that this adds significant benefit to the project stakeholders.

We have carefully selected individuals who are available to provide the services outlined in your RFP and will be dedicated for the duration of the project from preconstruction through close-out. This team will ensure continuity and attention to factors most important to the City and all stakeholders.

**All proposed personnel meet the minimum qualifications to perform the services for which they will be assigned.**

## 6. Proposed Team;

See above graphic.

## 7. Key personnel names and classifications;

See above graphic.

## 8. Staff resumes;

See the following pages for our proposed team's resumes.

## 9. Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;

Project Executive, **Tom Jones**, is authorized to negotiate the contract on behalf of C.W. Driver.

## Tom Jones

### Project Executive

As the Project Executive, Tom is ultimately responsible for the oversight and success of the entire project. He will work closely with our Construction Manager, Sergio Gonzalez, and will oversee the project team, attend progress meetings, and provide the necessary guidance and resources to ensure the success of the project. During all phases, he will have direct interface with the City and the Design-Build Entity to ensure the project meets all expectations.

### Select Project Experience

#### City of Fontana - Downtown Parking Structure

Contract Amount: \$11,900,000 *Parking Structure/Civic Client*

The new design-build, five-story parking structure was constructed within the existing parking lot of the City's Human Resources Department Building and consists of a five-tier structure. Each tier has a footprint of approximately 130 feet by 230 feet, with 321 parking spaces and two vehicle entrances and exits. The structure includes two elevators, a large exterior selfie wall and hardscape upgrade, two roof-level elevator lobbies, fire sprinklers, long-term bicycle storage enclosures, and storage rooms. The structure serves as both public and employee parking for the civic campus and the planned downtown area, which is to be revitalized.

#### Santa Monica CCD - AET Campus & Parking Structure A

Contract Amount: \$65,270,000 *Parking Structure/Public Client*

This project included a major renovation of an existing 50,000 SF building, a new 30,000 SF ground-up addition, a new 33,000 SF ground-up building, and a new 136,802 SF, 430-space parking structure, which is one-story below grade and five stories above grade.

#### City of Whittier - Whittier Central Library, Remodel & Improvement

Contract amount: \$14,600,000 *Civic Client*

The Whittier Central Library project included the 35,000 SF remodel and improvement to the existing building with a 4,300 SF minor expansion, which improved the delivery of service to the community for years to come. The Central Library houses the most requested and popular materials; access to the Internet; special collection, Veterans Resource Center, passport processing, and variety of programs and services for entire community. The project also included additional improvements to the existing building.

#### Los Angeles County - Manhattan Beach Library

Contract Amount: \$19,000,000 *Civic Client*

The project scope included demolition of the existing library and the construction of a new, two-story, 22,000 SF library on the same site. The library includes adult reading areas, a teen area and early childhood area with dedicated programming space, a homework center, a 100-seat community meeting room, express-service checkout machines at the lobby information service desks, public access computers, staff areas, and public restrooms; associated site improvements, including landscaping, walkways, and security lighting.



**35 Years of Experience**

**32 Years with C.W. Driver**

### Education/Registration

B.A., Construction Management

OSHA 10-Hour Certification

### Relevant experience

- ✓ City of Fontana Experience
- ✓ Civic Experience
- ✓ Parking Structure Experience
- ✓ Construction Management Delivery

## Sergio Gonzalez

### Construction Manager

As the Construction Manager, Sergio will be the City's primary onsite administrative point of contact, taking full responsibility for day-to-day aspects of the project. He will coordinate closely with the City, Design-Build Entity, and other stakeholders to assure a smooth design and construction process and timely completion. Having recently managed multiple projects public sector clients, Sergio will add significant value to the team with lessons learned and best practices for your planned project.

### Select Project Experience

#### City of Fontana - Downtown Parking Structure

Contract Amount: \$11,900,000 *Parking Structure/Civic Client*

The new design-build, five-story parking structure was constructed within the existing parking lot of the City's Human Resources Department Building and consists of a five-tier structure. Each tier has a footprint of approximately 130 feet by 230 feet, with 321 parking spaces and two vehicle entrances and exits. The structure includes two elevators, a large exterior selfie wall and hardscape upgrade, two roof-level elevator lobbies, fire sprinklers, long-term bicycle storage enclosures, and storage rooms. The structure serves as both public and employee parking for the civic campus and the planned downtown area, which is to be revitalized.

#### Chapman University - The Keck Center for Science and Engineering and Parking Garage

Contract Amount: \$92,400,000 *Parking Structure*

The three-story Keck Center for Science and Engineering is divided into two sections: The Hall of Science and the Hall of Technology and Engineering, bridged by a grand arch that serves as the focal point of the building. The facility features a 347-space, two-story subterranean parking garage.

#### Town & Country - Grace Gardens Memory Care and Parking Garage

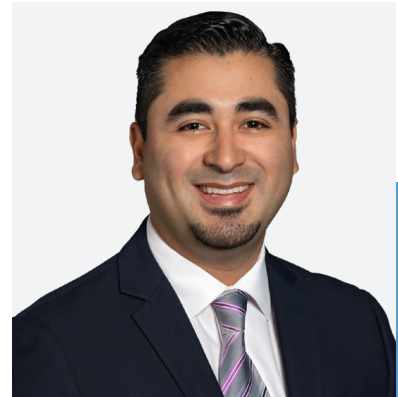
Contract Amount: \$22,100,000 *Parking Structure*

This project is a 50,564 SF assisted living/memory care facility with a 24,726 SF subterranean parking garage and storage. This two-story building, featuring 48 sleeping units, is separated into four neighborhoods with therapeutic kitchens, quiet rooms, spas, activity rooms/spaces, and large dining and entertainment centers. Outdoor spaces are provided in the form of a "walled-in" memory garden at the first floor and a sun deck/terrace at the second floor.

#### City of Laguna Niguel - Crown Valley Park Community Building

Contract Amount: \$25,000,000 *Civic Client*

The three-story Community Building serves many different age groups - from children to adults to seniors - through a myriad of common spaces, state-of-the-art classrooms and fitness facilities. Other enhancements included exterior improvements to the existing YMCA building, updating the community pool deck and its facility amenities, the outdoor festival area and other pedestrian-oriented features, in addition to realigning the main drive aisle and the parking area.



**10 Years of Experience**  
**10 Years with C.W. Driver**

### Education/Registration

B.A., Construction Engineering  
Technology

### Relevant experience

- ✓ City of Fontana Experience
- ✓ Civic Experience
- ✓ Parking Structure Experience
- ✓ Construction Management Delivery

## Mark Vondran

### Chief Estimator

As the project's Chief Estimator, Mark will head up the conceptual through the final budgeting process. Mark is especially talented in continual communication and cost studies that help our clients and design teams make smart decisions, moving forward. Mark is well-versed in civic projects of similar scope, having worked on many parking structure projects. Mark enjoys working closely with our subcontractor teams gathering their input during preconstruction to drive down cost, resulting in savings to the overall budget.



### Select Project Experience

#### City of Fontana - Downtown Parking Structure

Contract Amount: \$11,900,000 [Parking Structure/Civic Client](#)

The new design-build, five-story parking structure was constructed within the existing parking lot of the City's Human Resources Department Building and consists of a five-tier structure. Each tier has a footprint of approximately 130 feet by 230 feet, with 321 parking spaces and two vehicle entrances and exits. The structure includes two elevators, a large exterior selfie wall and hardscape upgrade, two roof-level elevator lobbies, fire sprinklers, long-term bicycle storage enclosures, and storage rooms. The structure serves as both public and employee parking for the civic campus and the planned downtown area, which is to be revitalized.

#### City of Rancho Cucamonga - Parking Structures

Contract Amount: \$10,000,000 [Parking Structure/Civic Client](#)

This project included two, three-level parking structures with a total of 1,060 spaces that are directly adjacent to the Victoria Gardens Cultural Center and outdoor courtyard. The parking structures are conventional cast-in-place concrete.

#### City of Rancho Cucamonga - Victoria Gardens Cultural Center

Contract Amount: \$35,900,000 [Parking Structure/Civic Client](#)

The Victoria Gardens Cultural Center is home to three-major facilities: the Paul A. Blane Library, a 23,150 SF full-service library; the Lewis Family Playhouse, a 536-seat performing arts center; and Celebration Hall, a 4,500 SF multi-purpose events center with commercial prep kitchen. A one-acre courtyard is at the center of the complex.

#### Fullerton College - Parking Structure

Contract Amount: \$22,000,000 [Parking Structure](#)

The parking structure was constructed of cast-in-place concrete and provided much needed additional parking to the students of Fullerton College. The structure offers 1,405 parking stalls over four-parking decks.

#### City of Montclair - Police Facility

Contract Amount: \$25,400,000 [Civic Client](#)

The 45,000 SF, two-story City of Montclair Police Facility building includes emergency operations center, police training facility, tactical indoor shooting range, parking areas, carports, sally port, on-site fueling, vehicle maintenance area, and an emergency power generation system. The exterior is constructed of split-face block and interior spaces feature high-end finishes. The project also includes extensive security systems, access controls, cameras, intercom systems and holding cells.

**30 Years of Experience**  
**26 Years with C.W. Driver**

### Education/Registration

B.S., Construction Management

### Relevant Experience

- ✓ City of Fontana Experience
- ✓ Civic Experience
- ✓ Parking Structure Experience
- ✓ Construction Management Delivery

# 04 References

10. References: List three (3) former municipal or any public clients for whom comparable services have been performed within last three years.

The following references are for municipal and public sector clients, where C.W. Driver served as a Construction Manager within the last three years:

## City of Fontana Downtown Parking Structure

Mr. Christopher Smethurst  
Senior Engineer  
P. 909.350.6649  
E. csmethurst@fontana.org

Value: \$11,900,000  
Size: 119,714 SF  
Completion: 2023-2025

## County of Orange Aliso Viejo Library and Dana Point Library Refresh

Mr. Matt DeHart  
Senior Project Manager  
P. 714.667.4972  
E. matt.dehart@occr.ocgov.com

Value: \$10,100,000  
Size: 32,000 SF  
Completion: 2024-2025

## Chino Valley USD Multiple K-12 Modernization Projects

Mr. Greg Stachura  
Assistant Superintendent  
P. 909.628.1201 ext. 1200  
E. greg\_stachura@chino.k12.ca.us

Value: \$141,000,000  
Size: 526,900 SF  
Completion: 2018-2023

“Our trust in C.W. Driver, their management team and those assigned to direct oversight of these projects is a testament to our trust in them with precious tax dollars to improve our schools and benefit our students.”

Greg Stachura  
Assistant Superintendent  
Chino Valley USD



City of Fontana - Downtown Parking Structure

## **EXHIBIT B**

### **Schedule of Charges/Payments**

# CITY OF FONTANA DOWNTOWN WEST PARKING STRUCTURE PROJECT



# 05 Cost Proposal

11. Fee breakdown to include all costs associated with performance of the contract as outlined in The Scope of Services. Non-disclosure of all cost during the RFP process could result in disqualification.

The below cost proposal is based upon the services listed in the RFP DE-25-98-SP under section 1.2 Project Scope, Items A through S:

Position	Overall Cost
<b>Preconstruction - 4 Months</b>	
Project Executive	\$7,030
Construction Manager	\$64,146
Project Scheduler	\$5,042
Constructability Reviewer	\$13,275
<b>Construction - 13 Months</b>	
Project Executive	\$34,270
Construction Manager	\$416,951
Labor Compliance Specialist	\$25,837
Project Scheduler	\$16,387
Field Safety Manager	\$13,637
<b>Total</b>	<b>\$596,576</b>



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0196

**Agenda #:** G.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve a Professional Services Agreement for Architectural Design Services with Robert, Borders & Associates for the Regional Navigation Center Tenant Improvements Project (DE-25-91-SP)

**RECOMMENDATION:**

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Robert, Borders & Associates for Architectural Design Services for the Regional Navigation Center Tenant Improvements Project in the amount of \$625,399.00 (Request for Proposals DE-25-91-SP).
2. Appropriate \$150,000.00 from Capital Reinvestment Fund (601) to the Regional Navigation Center Tenant Improvements Project (PN37600084).
3. Approve and authorize the City Manager to execute future individual Professional Services Agreement Amendments not exceeding \$100,000.00 for the Regional Navigation Center Tenant Improvements Project (Request for Proposals DE-25-91-SP).
4. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the Regional Navigation Center Tenant Improvements Project.

**COUNCIL GOALS:**

- To provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- To provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by address Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- 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 creating and promoting community through people, parks, and programs.

**DISCUSSION:**

The City of Fontana's Capital Improvement Program Budget includes the Regional Navigation Center

Tenant Improvements Project ("Project"). The proposed tenant improvements will provide for the conversion of the existing industrial facility located at 11109 Jasmine St., Fontana, CA 92337 into a Regional Navigation Center, which is intended to house chronically homeless individuals in small dormitory style living quarters, as well as provide individual living units for those that require less intensive care. Improvements to the facility will consist of the construction of meeting and office spaces for the general use of the occupants and for counseling services, group and individual living spaces, a reception lobby, a commercial kitchen, food storage, restrooms, showers/baths, laundry rooms, a dining hall, recreation areas, and all associated electrical, plumbing, HVAC, technology and site improvements as required. It is estimated that the facility will house up to two hundred (200) chronically homeless individuals in small dormitory style living quarters and provide individual living units for those that require less intensive care. Exact tenants and space programming shall be determined throughout the design development process.

On January 28, 2025, the City issued a Request for Proposals (RFP) for Architectural Design Services by notifying three hundred seventy-two (372) prospective bidders through the Purchasing Office. Seventy-nine (79) prospective bidders downloaded the RFP documents. On February 24, 2025, proposals were received from nine (9) firms interested in providing architectural design services for the project. The proposals received ranged from \$498,214.00 to \$2,100,000.00 for all phases and were evaluated and ranked in accordance with City policies and procedures.

Based on the evaluations, staff recommends approval of the Professional Services Agreement with Robert, Borders & Associates of Costa Mesa, CA, due to their experience, available project staffing, and detailed approach to meeting the tight deadline. The total not-to-exceed amount of the Professional Services Agreement is \$625,399.00.

In addition to the amount for the Professional Services Agreement, additional funding of \$24,601 is requested to cover environmental clearance for the zoning change, staff costs, and other unforeseen issues.

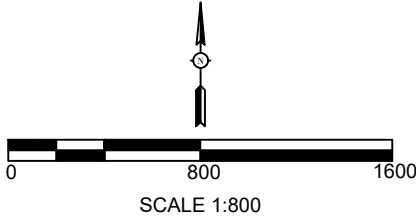
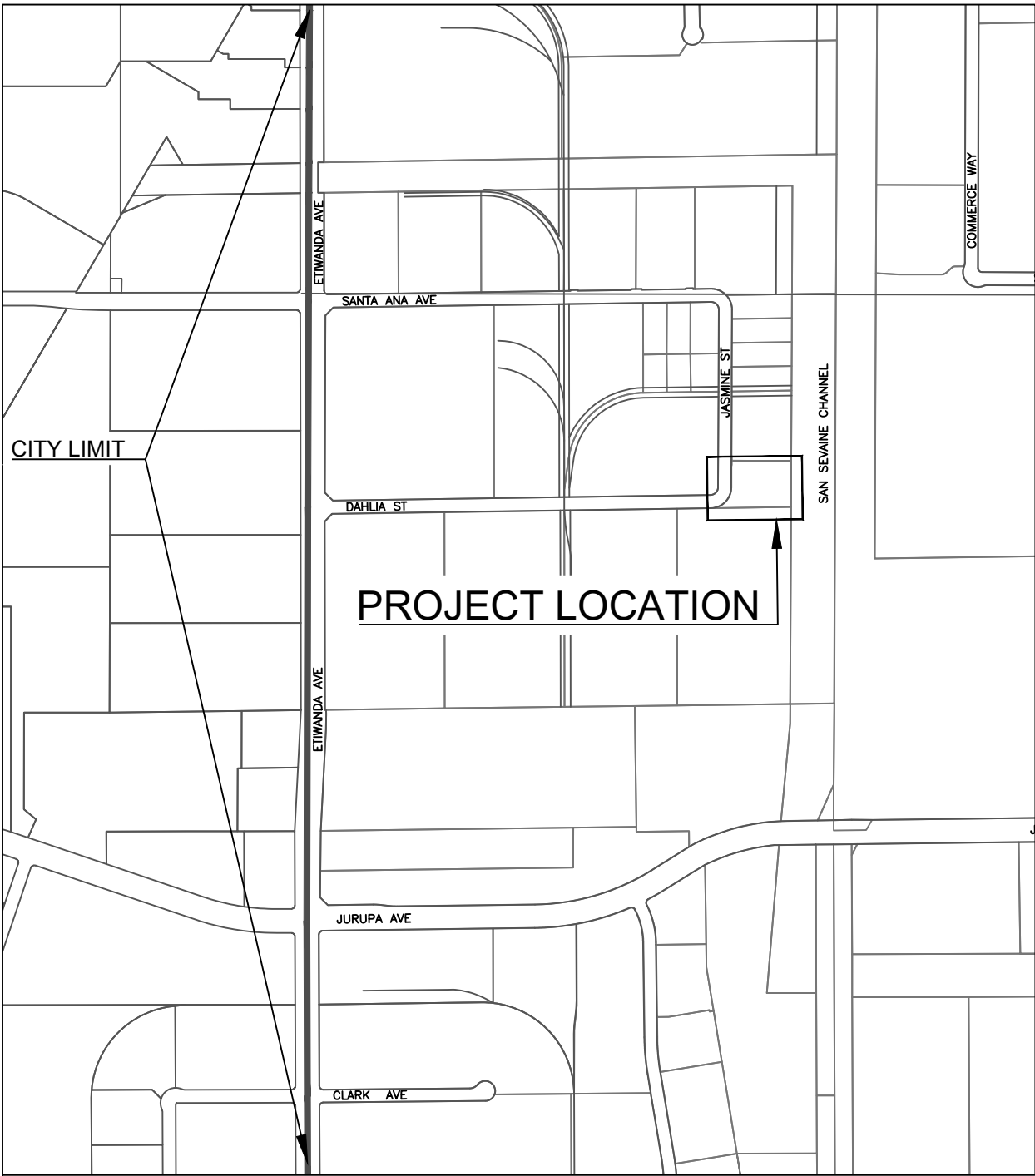
**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$625,399.00 for the full term of the Professional Services Agreement. The available budget is \$500,000.00. Considering all project expenses, an additional \$150,000.00 is being requested from Fund 60230000.8310 to 37600084-601-A-8113. This amount is not included in the FY 2024-2025 budget and will be submitted in the next quarterly budget adjustment.

**MOTION:**

Approve staff recommendation.

REGIONAL NAVIGATION CENTER TENANT  
IMPROVEMENT PROJECT



**Ranking Matrix**  
**Regional Navigation Center Project**  
**Architectural Services RFP**  
**DE-25-91-SP**

<u>Firm</u>	<u>Rank</u>
<b>Robert, Borders &amp; Associates</b> Costa Mesa, CA	1
<b>John Friedman Alice Kim Arch.</b> Los Angeles, CA	2
<b>John Kaliski Architects</b> Los Angeles, CA	2
<b>LOC Architects</b> Los Angeles, CA	4
<b>Jenkins-Gales &amp; Martinez, Inc.</b> San Bernardino, CA	5
<b>PBK</b> Rancho Cucamonga, CA	6
<b>Lehrer Architects</b> Los Angeles, CA	7
<b>ONYX Architects, Inc.</b> Pasadena, CA	8

**CITY OF FONTANA  
PROFESSIONAL SERVICES AGREEMENT  
DE-25-91-SP**

This Agreement is made and entered into as of May 13, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and Robert, Borders & Associates a Corporation with its principal place of business at 1675 Scenic Ave., Suite 210, Costa Mesa, CA 92626 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Regional Navigation Center Tenant Improvements Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$625,399.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **May 22, 2025** to **May 22, 2027**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Syed Raza, PE, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: Jeffrey Kim, Department of Engineering

CONSULTANT:

Robert, Borders & Associates  
1675 Scenic Ave., Suite 210  
Costa Mesa, CA 92626  
Attn: Shelly DiLauro

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT**

**CITY OF FONTANA**

**Robert, Borders, & Associates**

By: \_\_\_\_\_  
Matthew C. Ballantyne  
City Manager

By: \_\_\_\_\_  
Shelly DiLauro  
Principal I Design

*Attest:*

By: \_\_\_\_\_  
Germaine McClellan Key  
City Clerk

By: \_\_\_\_\_  
Loren Della Marna  
Principal I Architect

*Approved as to form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS**

By: \_\_\_\_\_  
Rakesha Thomas  
Human Resources & Risk Management Director

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Purchasing Office

EXHIBIT A  
Scope of Services

## SECTION 2: Project Approach and Work Plan

- 1. Project Approach:** Our project approach will utilize multiple Team members to complete various specialized tasks concurrently to complete the project scope and meet the required timeline.

Each firm is specialized in their own discipline and as a team we cover all aspects of this project including site, building structural, electrical, mechanical, plumbing and architectural design. Having recently completed the design and construction of the Garden Grove Navigation Center Shelter, our team brings a wealth of knowledge to this project. We were intimately involved in the planning/programming to create a transitional housing facility that includes many of the same elements of this project.

We present our suggested tasks below to implement project phases ranging from programming to completion and building occupancy for a comprehensive project approach and ultimately a successful project.

- 2. Work Plan (Tasks 1-5)** We have also provided a proposed primary schedule in Section 4 based upon the requested deliverables. Many aspects of the project have been incorporated, including City review and Agency processing. Finally, we would like to review the requested scope & deliverables with the stakeholders to develop a tailored project approach that meets the desired goals & time frame.

### Task 1 – Schematic Design

- Conduct project Kick-off meeting with City Staff, Service Provider and Design Team. Provide a detailed project schedule outlining key milestones for review and comment.
- Preliminary field investigation and assessment of the project building and site. Conduct a detailed review of the existing City plans, documents, code review, site utilities and property information. Findings will determine the adequacy and deficiencies of the existing facility.
- Conduct a detailed program and interior design interview with City staff and service provider to develop an understanding of the Fontana Regional Navigation Shelter for needs and requirements.
- Prepare a detailed Space Needs Assessment document for current and future needs for facility staff, sleeping rooms, common areas restroom/shower facilities, living spaces, meeting spaces, office spaces, counseling rooms and food preparation and commercial kitchen facilities and site accommodations. The Space Needs Assessment will be presented to the City for review and comment.
- Prepare a Space Plan (SP-1) with 2 options based upon the Space Needs Assessment document and Site Evaluation presented to City for review and comment. Two (2) space plan revisions are included in this phase. Each space plan will be presented at a meeting.
- Develop (2) finish & material options for the interior and exterior project scope. The options will be presented at the space plan meetings. Two (2) revisions are included.
- Develop interior elevations and sections based upon approved space plan SP-3.
- Coordinate preliminary construction cost estimate.
- Create finish & materials board based upon approved color scheme.
- Coordinate (2) interior and (1) exterior rendering as requested. We recommend that the renderings be finalized in the design development phase once the design is more solidified and any value engineering is completed.

- k. Deliverables: Schematic Design plans, elevations & sections; (2) interior and (1) exterior rendering block outs; preliminary cost estimate; finish & material board. Up to Four (4) meetings are included under this phase.

### **Task 2 – Design Development (30% Construction Documents)**

- a. Coordinate with Engineers to analyze site conditions and determine specific site requirements needed for site development to provide exterior parking, security and Disabled Access Improvements. Engineers will coordinate with utility companies for scope as may be required.
- b. Prepare and survey civil topography and utilities documentation. Verify utility constraints, maintenance options and provide recommendations to City.
- c. Prepare Design Development Plans based upon the approved Scope of Work; suitable for entitlements (CUP) submittal and approval.
- d. Update preliminary cost estimate based on the selected option.
- e. City review of documents, plans and final materials.
- f. Deliverables: Design Document Drawings; Space Plan, Reflected Ceiling Plan, Power and Signal Plan, Building Section, Roof Plan, Exterior Elevations, Building Cross Section and Developed Renderings and updated Estimate of Probable Cost. One (1) meeting to present the Design Documents to the City is included. City submittal of CUP as maybe required.

### **Task 3 – Construction Documents**

- a. Prepare construction documents and specifications for City Agency processing and construction bid. The plans and specifications will define all areas to comply with all adopted laws, ordinances and codes.
- b. Submit the 60% CD set to City for review and comment. Attend meeting with City to gather comments. Incorporate City comments into the CD set.
- c. Coordinate project scope with specification writer.
- d. Submit the 95% CD set for Building & Health Department plan check and City staff review for final comments.
- e. Update final Estimate Cost based upon the 95% construction drawing set.
- f. Complete final plan check comments and ready drawings, specifications (100% CD's) for bidding.
- g. Deliverables: Construction Drawings; Specification Book, updated Estimate of Probable Cost and up to two (2) meetings (Meetings no. 7 and no.8).

### **Task 4 –Contractor Bidding and Contractor Selection**

- a. Provide bid assistance to include preparation of Bid instructions, answering questions from prospective bidders, issuing addendums, participation in bidder conference meeting No. 9 & bid analysis assistance to determine the most qualified bidder.

### **Task 5 –Construct Contract Administration**

- a. Provide construction observation and construction support services during construction – including but not limited to:
  - Attend the pre-construction meeting
  - Attend weekly construction coordination meetings; per allowance noted below
  - Submittal and shop drawing review
  - Respond to requests for information (RFI)
  - Assist City in change order review and negotiations
  - Production of record drawings

- Prepare punch list walk and re-walk; Issue correction list to General Contractor
- b. Deliverables: Punch list and Record Drawings; up to thirty-six (36) construction meetings. (9 on-site; 27 virtual). We assume the project duration is **9 months** for construction.

### **3. Quality Control and Management**

Quality Control and Management principles and procedures are part of Borders Architects commitment to our clients and continues to be a primary factor of our clients' satisfaction and repeat business. Our team's objectives include focusing on quality design, ability to complete the project in a timely manner based upon the City's budget and to further the development of our relationship.

a. Project Schedule

The project schedule is a valuable tool used by all Design Team members and Stakeholders and plays an important role in the overall project delivery. Timelines and process procedures are discussed during the initial meetings and included in the proposed project draft schedule. We feel getting input from all stakeholders on the various task durations is very important and ensures Team commitment.

b. Designing within Budget

Establishing a budget in the beginning of a project is essential and provides a benchmark for every Phase. We suggest a cost estimate should be prepared at the Schematic Design Phase and updated at the Design Development Phase to make sure the project is on track prior to the preparation of construction documents. This process allows adjustments to be made when the drawings are in the early stage and easier to alter. A final cost/engineer's estimate of probable cost would be prepared at the completion of construction documents based on 95% CD completion.

c. Cooperative Relationship

Borders Architects and its consultants are team oriented and believe in clear and open channels of communication. We have built our business on the relationships that we develop with our clients and value every one of them. Our 20 plus year history with the City of Ontario speaks for itself and the relationship that we have developed. We have previously collaborated on Fontana's Miller Park a few years back and look forward to working with City staff, outside agencies and other consultants as needed for the successful completion of this project.

d. Successfully Completing Project

The project schedule, budget and the relationship play a vital role in the success of a project. This approach has proven effective in our projects as it provides benchmarks for dues dates, opportunities to adjust design elements for budget phases and a collaborative Team and Stakeholders working together for the same end goal.

e. Quality Control

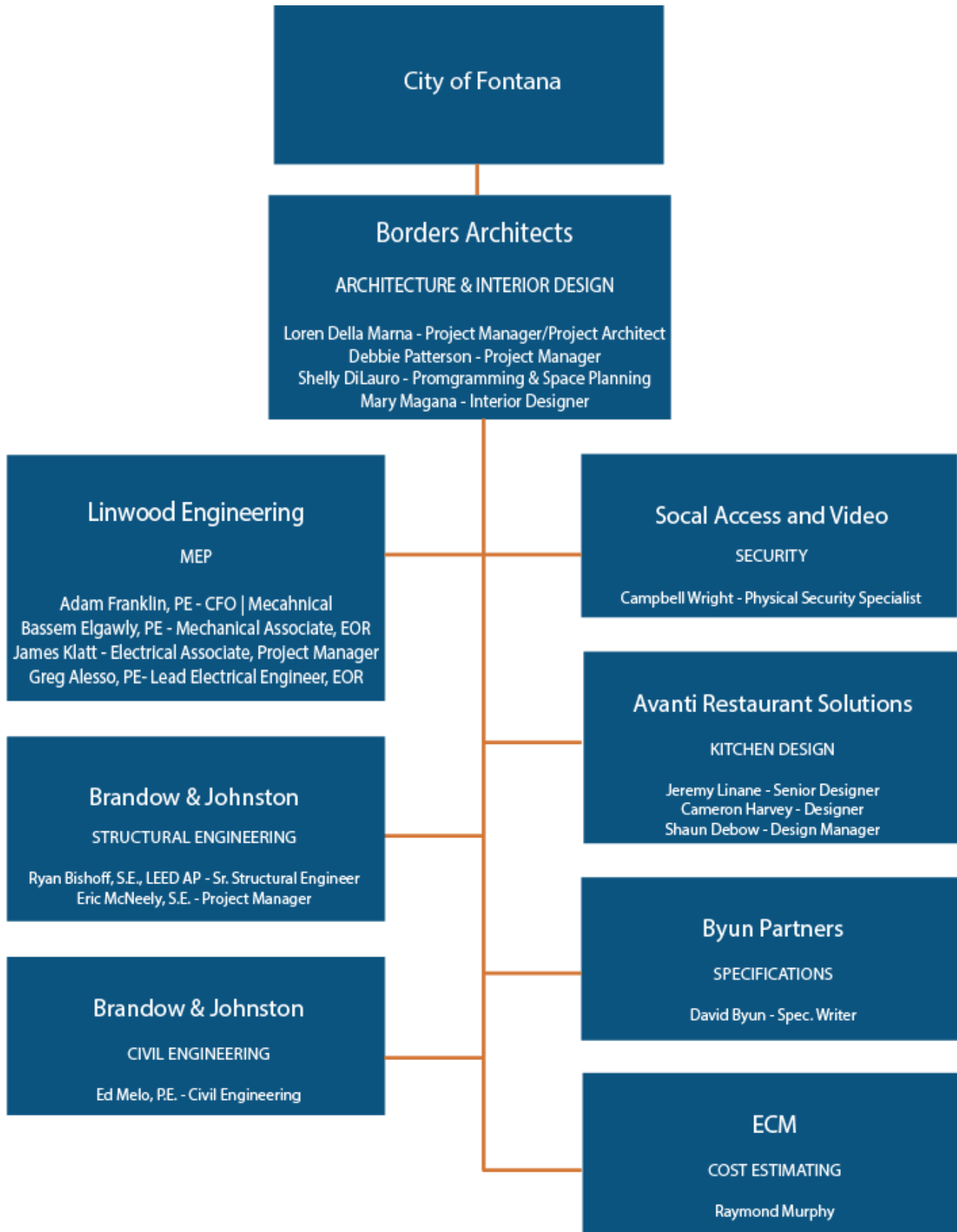
Borders Architects commitment to our clients, as well as our insistence on compliance with performance schedules and delivery dates, continues to be a primary factor of our clients' satisfaction and repeat business. To ensure we meet our quality standards, each team member is individually selected for his or her proven record of accomplishment and specific expertise. Our team's objectives include focusing on quality design, clear and open channels of communication, and unwavering attention to the clients' needs and requirements.

Borders Architects has devised an extremely effective process which assures the quality and cost effectiveness of all projects.

Our current policy on quality control is as follows:

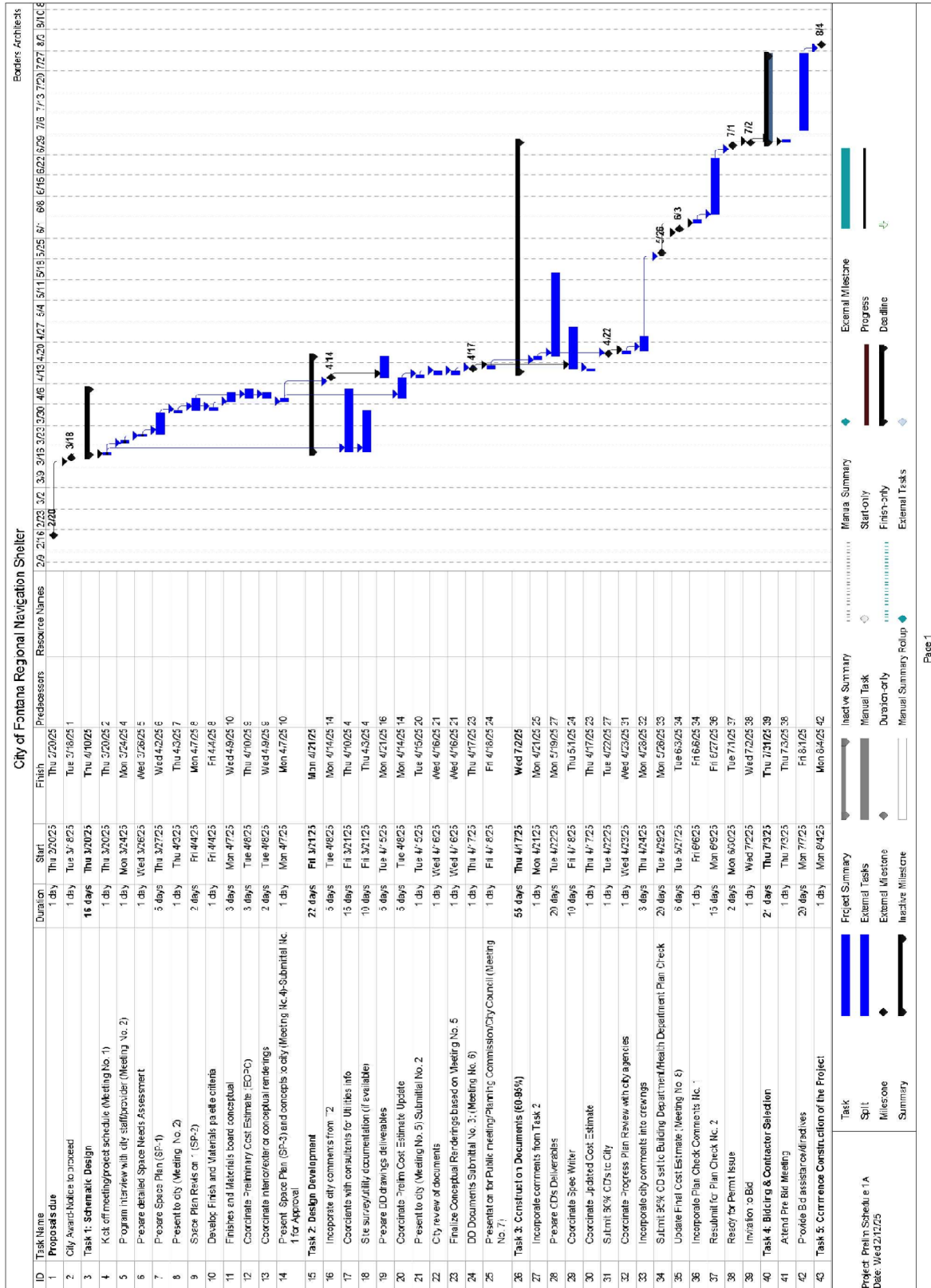
- In-house Review: Commitment by Principals to check all projects
- Project Meeting: Team meeting at the beginning of the week to review the progress/status of the project.
- Final Review/Coordination: Principals always check projects for information and coordination
- Architectural Check List: Used as a cross-check throughout the production of the project.

## SECTION 3: Organization Chart



# SECTION 4: Proposed Preliminary Schedule

Please refer to the Preliminary Project Schedule below based on established dates noted in the RFP document. Please note that we are of the opinion that the schedule is very tight based on the recommended Tasks (Work plan; Item 2, Section 2) with the Start of Construction date pushed out further than what is indicated in the RFP Document.



## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

## SECTION 8: Cost Proposal-REVISED

### A. Project Fee and Hourly Resource Matrix

Task	Description	Fee	% fee	Hrs. a/e/m/p/kitchen
1	Schematic Design	\$ 127,116	21.0 %	226.5
2	Design Development	\$ 127,379	21.9 %	400
3	Construction Documents	\$ 236,185	40.6 %	882
5	Bidding & Negotiation	\$ 18,546	3.2 %	43
6	Construction Services***	\$ 96,073	16.5 %	388 ***
<b>SUBTOTAL</b>		\$ 605,299	100%	1,939.5** hrs.
<b>Reimbursable Expenses (estimated)*</b>		\$ 20,100		
<b>PROJECT TOTAL</b>		\$ 625,399		

\*Plan check fees, permit fees, city or other agency processing fees, school fees, etc. are not included.

\*\* Total hour breakdown excluding security, as built services, structural and civil engineering and site topographical surveying

\*\*\* Estimated Allowance of **316 hours** for architectural only; including Construction Meetings, etc.

### B. Scheduled Fee Rates

#### Architectural (Borders Architects)

Personnel	Rate/Hr.
Principal	\$ 225.00
Senior Project Manager	\$ 195.00
Project Architect	\$ 195.00
Project Manager	\$ 165.00
Senior Designer	\$ 145.00
Senior Drafting	\$ 135.00
Administrative	\$ 135.00

#### M/E/P (Linwood Engineering Incorporated)

Personnel	Rate/Hr.
Principal/Owner/Director	\$ 285.00
Associate/Specialist	\$ 225.00
Engineer/PM	\$ 185.00
Designer	\$ 145.00
Draftsperson	\$ 95.00
Admin	\$ 65.00

## Kitchen Design (Avanti)

<b>Personnel</b>	<b>Rate/Hr.</b>
Executive/Sr. Designer	\$ 225.00
Project Designer	\$ 185.00
REVIT/BIM/CAD specialist	\$ 145.00
Documentation/Admin	\$ 85.00

## Civil (Brandow &amp; Johnston)

<b>Personnel</b>	<b>Rate/Hr.</b>
Executive/Sr. Designer	\$ 225.00
Project Designer	\$ 185.00
REVIT/BIM/CAD specialist	\$ 145.00
Documentation/Admin	\$ 85.00

## Structural (Brandow &amp; Johnston)

<b>Personnel</b>	<b>Rate/Hr.</b>
Principal	\$ 310.00
Associate Principal	\$ 270.00
Project Manager	\$ 250.00
Senior Project Engineer	\$ 235.00
Project Engineer	\$ 210.00
Design Engineer	\$ 170.00
REVIT/CAD Manager	\$ 215.00
REVIT/CAD Technician	\$ 160.00
Engineering Intern	\$ 120.00
Documentation/Admin	\$ 120.00

## b. Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assured Partners of California 1300 Dove Street, Suite 300 Lic# 0M07762 Newport Beach CA 92660	<b>CONTACT NAME:</b> Sonya Silva <b>PHONE (A/C, No, Ext):</b> (949) 261-5335 <b>FAX (A/C, No):</b> (949) 261-1911 <b>E-MAIL ADDRESS:</b> sonya@tutton.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td><b>INSURER B:</b> American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td><b>INSURER C:</b> National Casualty Co</td> <td>11991</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Continental Casualty Co	20443	<b>INSURER B:</b> American Casualty Company of Reading, PA	20427	<b>INSURER C:</b> National Casualty Co	11991	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Robert Borders & Associates 1675 Scenic Ave., Suite 210 Costa Mesa CA 92626															

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Liability**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			4024428684	08/16/2024	08/16/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b>			4024428684	08/16/2024	08/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			4024428796	08/16/2024	08/16/2025	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			4024428751	08/16/2024	08/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Errors and Omissions Liability			JE0002929	08/16/2024	08/16/2025	Per Claim	\$2,000,000	
							Aggregate	\$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 25-0197

**Agenda #:** H.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

---

#### **FROM:**

Development Services

#### **SUBJECT:**

Authorize Operating funding to the Stage Red Enterprise Fund.

#### **RECOMMENDATION:**

Approving funding to the Stage Red Enterprise Fund for operating expenses to ASM Global.

#### **COUNCIL GOALS:**

- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.

#### **DISCUSSION:**

The City of Fontana has undertaken an expansive and comprehensive revitalization of Downtown Fontana. A primary component of this revitalization effort will be creating an entertainment district as a draw for consumers to enjoy as they discover the new downtown area. Stage Red is the keystone to the creation of this new entertainment district for the city.

On April 30, 2024 the City entered into an agreement for the management and operation of Stage Red with ASM Global. Since the execution of the operating agreement, ASM Global has taken all aspects of daily operations and management of the venue. The City remains responsible for structural repairs and major maintenance items.

To increase programming at Stage Red, ASM Global will require additional funding to carryout upcoming events and operating expenses. The City shall advance funds to ASM Global as a Cash Flow Shortfall and shall advance funds as follows:

- \$450,000 upon City Council approval.
- Additional funding will be disbursed on a monthly basis, as needed, after review by city staff of monthly expense and income statements.

Such funds shall be deposited by ASM Global in the operating or payroll account(s) and used only to pay Operating Expenses.

#### **FISCAL IMPACT:**

The cost associated with the approval of this item is included in the FY 2024/2025 Q3 budget allocated to Fund 720 - Stage Red account 72030104.8130 for \$1,000,000.

#### **MOTION:**

Approve staff recommendation.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0198

**Agenda #:** I.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

---

**FROM:**

Police Department

**SUBJECT:**

Police Department Monthly Information Update

**RECOMMENDATION:**

Accept the Police Department monthly information update for March 2025.

**COUNCIL GOALS:**

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

**DISCUSSION:**

The March 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

**FISCAL IMPACT:**

There is no fiscal impact.

**MOTION:**

Approve staff recommendation.

# POLICE DEPARTMENT MONTHLY REPORT

March 2025



## NOTEWORTHY EVENTS

- Lieutenant Slusser held an Area 1 Commander Meeting at Sierra Lakes Elementary School..
- Fontana Police COPE and Traffic Units conducted outreach and an educational campaign on E-bikes and their legal uses.
- Fontana Police participated in the annual "Read Across America" event at several local schools.
- Fontana Police participated in "Career Day" at Michael D'Arcy Elementary School and Date Elementary School.
- Lieutenant Kraut hosted an Area 2 Commander Meeting at Heritage Neighborhood Community Center.
- Fontana Police hosted "Play Date with Police" at Rosena Park East.
- Chief Dorsey and several Fontana Police Officers and Explorers participated in the annual Ramadan celebration at AL-Rahman Islamic Center.
- Special Operations recovered over 75 kilos of cocaine and recovered multiple illegal firearms.





# CITYWIDE

- Priority 1 response time- 4:28 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,194
- Total arrests- 703
  - Hispanic- 483, White- 90 , Black- 99, All other races- 31
- Total Group A Offenses- 565
  - Crimes Against Persons- 147
  - Crimes Against Property- 306
  - Crimes Against Society- 112



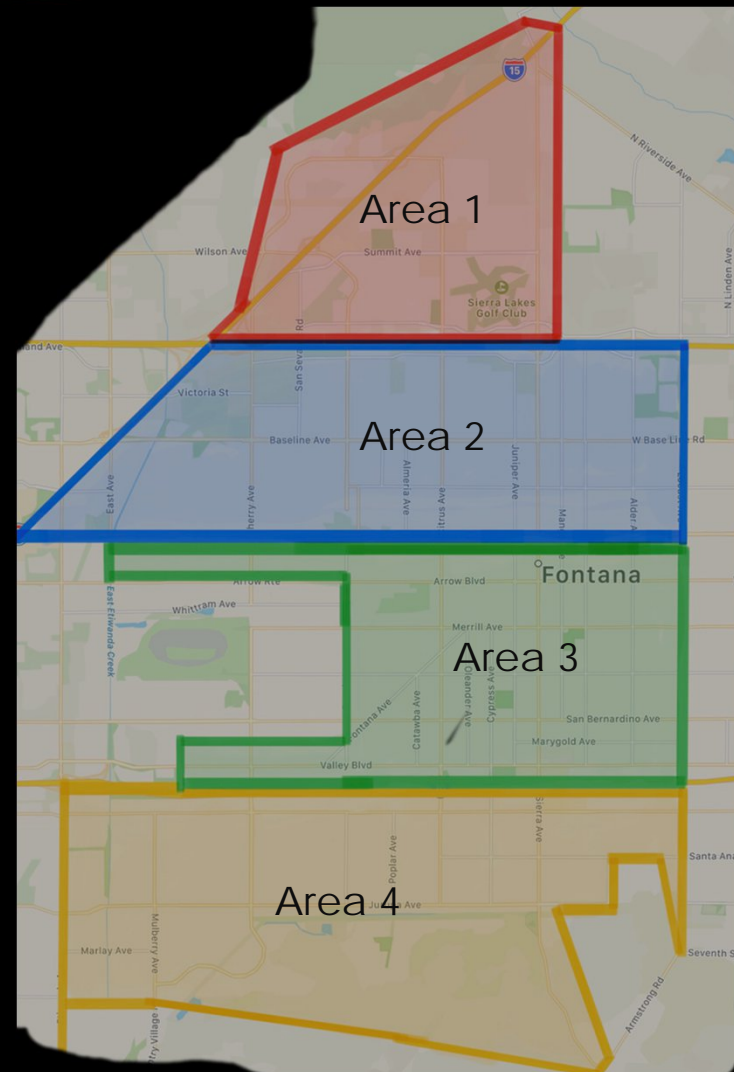
# CITYWIDE

- Crimes Against Person- 147
  - Homicide- 1
  - Sex Offenses- 16
  - Assault- 125
  - Kidnapping- 2
  - Other- 3
- Crimes Against Property- 306
  - Robbery- 11
  - Burglary- 32
  - Larceny- 129
  - Destruction of Property- 26
  - Fraud- 19
  - Possession of Stolen Property- 34
  - Motor Vehicle Theft- 46
  - Other Miscellaneous Property Crimes- 9
- Crimes Against Society- 112
  - Drug and Paraphernalia Possession- 93
  - Possession of Child Pornography- 4
  - Possession of Weapons- 15
  - Other Miscellaneous Crimes- 0



# CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



# BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER  
EMAIL- [KSLUSSER@FONTANACA.GOV](mailto:KSLUSSER@FONTANACA.GOV)  
DESK- (909) 350-7716

- Total Group A Offenses- 59
- Crimes Against Persons- 8
- Crimes Against Property- 45
- Crimes Against Society- 6



# BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT  
EMAIL- [MKRAUT@FONTANACA.GOV](mailto:MKRAUT@FONTANACA.GOV)  
DESK- (909) 356-7142

- Total Group A Offenses- 128
- Crimes Against Persons- 40
- Crimes Against Property- 67
- Crimes Against Society- 21



# BEAT 3

AREA COMMANDER IS LIEUTENANT CHRIS TUSANT  
EMAIL – [CTUSANT@FONTANACA.GOV](mailto:CTUSANT@FONTANACA.GOV)  
DESK – (909) 350-7706

- Total Group A Offenses- 263
- Crimes Against Persons- 78
- Crimes Against Property- 118
- Crimes Against Society- 67



# Beat 4

AREA COMMANDER IS LIEUTENANT SCOTT SNYDER  
EMAIL – [SSNYDER@FONTANACA.GOV](mailto:ssnyder@fontanaca.gov)  
DESK – (909) 350-7707

- Total Group A Offenses- 115
- Crimes Against Persons- 21
- Crimes Against Property- 76
- Crimes Against Society- 18





## ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit [www.crimemapping.com](http://www.crimemapping.com) and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or [mdorsey@fontanaca.gov](mailto:mdorsey@fontanaca.gov)



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 25-0199

**Agenda #:** J.

**Agenda Date:** 5/13/2025

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Pacific Electric Trail Canopy (Outdoor Fitness Zone Equipment) PW-24-251-CC

**RECOMMENDATION:**

Authorize an increase in the construction amount by \$81,817.50, bringing the total amount to \$244,011.61, and authorize a 10% contingency of \$24,401.16.

**COUNCIL GOALS:**

- Enhance the local environment for future generations and create a healthy economic and environmental future by encouraging healthy eating, regular physical activity, and responsible individual choices.
- 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.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

**DISCUSSION:**

The City received funding through the HUD Economic Development Initiative - Community Project Funding Program for the Pacific Electric Trail Improvement Project. On December 10, 2024, the City Council approved the installation of a shade canopy for a portion of the project area located along the trail east of Interstate 15 and west of North Heritage Circle.

In the meantime, the City hired various contractors to perform additional improvement work, including grading, foundation preparation for outdoor fitness equipment, purchasing fitness equipment, tree planting, and installing irrigation along the trail. Most of the work has been completed, and staff determined that sufficient funding remained to extend shade coverage across the entire fitness zone area. This planned enhancement has resulted in a contract increase of \$81,817.50.

**FISCAL IMPACT:**

The total fiscal impact associated with the approval of this item and the item approved on December 10, 2024, is \$244,011.61, plus a 10% contingency of \$24,401.16 and is included in the current FY 2024-25 budget under Project #37600072, Fund 301.

**MOTION:**

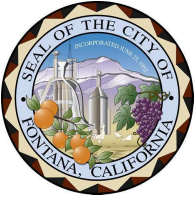
Approve Staff Recommendation











# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-3422

**Agenda #:** F.

**Agenda Date:** 12/10/2024

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award a Construction Contract for the Pacific Electric Trail Canopy (Outdoor Fitness Zone Equipment) PW-24-251-CC

**RECOMMENDATION:**

Award bid and authorize the City Manager to execute a construction contract with A&R Tarpaulins, Inc. for the construction of the Pacific Electric Trail - Canopy (Outdoor Exercise Equipment) in the amount of \$162,194.11 and authorize a 10% contingency in the amount of \$16,219.41 (Bid No. PW-24-251-CC).

**COUNCIL GOALS:**

- Enhance the local environment for future generations and create a healthy economic and environmental future by encouraging healthy eating, regular physical activity, and responsible individual choices.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

**DISCUSSION:**

The Pacific Electric Trail as it currently exists is an 18-mile long multi-use pedestrian and bicycle path that follows the old Pacific Electric Railway from Claremont to Rialto. The trail has transformed active transportation opportunities for the City of Fontana, enhancing old railways into new trails for the community. The Pacific Electric Trail is multiuse for bicyclists, runners, and pedestrians along with connection to the larger regional non-motorized, multi-use commuter and recreational trail system. The trail supports the City's 'Healthy Fontana' goals, providing local historical enrichment alongside a sustainable and nurturing destination. This project will provide a canopy shade for the new outdoor Fitness Zone exercise equipment that will be installed along the trail east of Interstate 15 Freeway and west of North Heritage Circle.

On November 7, 2024, at 2:00pm, the bid for this contract was opened. A total of twenty-six (26) vendors were notified and eighteen (18) bidders downloaded the bid documents. The city only received one (1) bid from A&R Tarpaulins, Inc. of Fontana, California. After reviewing the proposed bid documents, Purchasing has determined A&R Tarpaulins, Inc. to be responsible and responsible bidder.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$162,194.11 plus a 10% contingency in the amount of \$16,219.41 and is included in the 2024-25 Current Budget for the Pacific Electric Trail

project 37600072-301-A-8330.

**MOTION:**

Approve staff recommendation.



# Quote

16246 VALLEY BLVD  
FONTANA, CA 92335

Phone	Fax
(909) 829-4444	(909) 829-0564

Web Site  
www.artech2000.com

Date	Quote #
3/13/2025	22451

Name / Address
CITY OF FONTANA ACCOUNTS PAYABLE 8353 SIERRA AVE. FONTANA, CA. 92335 ATTN: BRIAN CLEMENTS

Ship To
PACIFIC ELECTRIC TRAIL FONTANA, CA 92336 ATTN. RYAN ROSEBEARY

P.O. No.	Terms	Quote Exp Date	Rep	Phone Number	VIA
	NET 15	4/30/2025	KL	909-428-8811	INSTALL

Lin...	Item ...	Description	Qty	Unit Cost	Extended
1	15A	AR CUSTOM MADE HIP ROOF CANOPY:  134' LENGTH X 25' WIDTH UP TO 14' ENTRY HEIGHT TANDEM HIP SHADE, EIGHT COLUMN WITH 135MPH WIND LOAD RATING. THREE SEPARATE FABRIC TOPS: (3) 44.67 LENGTH X 25' WIDE  TO INCLUDE: STRUCTURE, STANDARD POWDER COATING, WIRE ROPE CABLE, ANCHOR BOLTS AND TEMPLATE, ENGINEERING AND CALCULATIONS.  SHADE MATERIAL: HIGH DENSITY POLYETHYLENE (COMMERCIAL 95FR) COLOR: TBD	1	93,892.50	93,892.50T
1	13B	A&R COVER INSTALLATION, FRAME ASSEMBLY AND INSTALLATION INCLUDING FOOTINGS AS PER ENGINEERING  PREVAILING WAGE LABOR FEE. LABOR MEETS ALL CERTIFIED PAYROLL REQUIREMENTS REG. DIR#1000007898	1	134,204.99	134,204.99
1	15C	INSURANCE BONDS	1	8,637.00	8,637.00

THANK YOU VERY MUCH, KARLA	<b>Subtotal</b>	\$236,734.49
<p><b>WARRANTY:</b> A&amp;R exclusively uses the materials of the highest quality. In addition to the material manufacturer's warranty, we offer an industry standard one year warranty beginning upon the completion date of installation on A&amp;R's original custom manufacturing and installation workmanship.</p> <p>This warranty covers only defects originating in A&amp;R's custom manufactured products including materials (fabric &amp; metal) and workmanship (manufacture &amp; installation). Therefore, what is NOT covered by this warranty would include, but not be limited to, damage caused by external forces to the product, misuse of the product, and internal failure of the existing structure to support the installed fabric based product.</p>	<b>Sales Tax (7.75%)</b>	\$7,276.67
	<b>Total</b>	\$244,011.16

Approved Signature \_\_\_\_\_ Approved Date \_\_\_\_\_

**A&R is not held responsible for products that remain uncollected after a period of 30 days from the promised delivery date.**



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 25-0136

**Agenda #:** A.

**Agenda Date:** 5/13/2025

**Category:** Public Hearing

#### **FROM:**

Planning Department

#### **SUBJECT:**

Master Case No. 25-00011 and Municipal Code Amendment No. 25-001: Fontana Municipal Code amendments to Chapter 30 (Zoning and Development Code) to establish a new entertainment center overlay district with three (3) Entertainment Center planning areas with land use restrictions and requirements; revisions to the land use tables in Form Based Code (FBC) Downtown Gateway, Sierra Gateway, Route 66 Gateway and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and along Sierra Avenue from I-10 to Randall Avenue, revise the permit requirements for farmers markets from minor use permit to temporary use permit; revise the nonconforming provisions to allow for expansions for up to 50 percent along with an extension of a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions; and include a requirement for the installation of Route 66 signage for certain properties along Foothill Boulevard for projects that undergoing a Design Review or an Administrative Site Plan, pursuant to the certified General Plan Environmental Impact Report (State Clearinghouse (SCH) No. 2016021099) and Public Resources Code Section 21083.3.

#### **RECOMMENDATION:**

1. Determine that the proposed amendments are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA specifically Public Resources Code 20183.3 and CEQA Guidelines Section 15183, as the proposed amendments will have no new or more severe significant environmental effect "peculiar to" the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken; and
2. Read by title only and waive further reading of and introduce **Ordinance No.1969**, an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0011 and Municipal Code Amendment No. 25-001 to establish a new entertainment center overlay district with three (3) Entertainment Center planning areas with land use restrictions and requirements; revisions to the land use tables in Form Based Code (FBC) Downtown Gateway, Sierra Gateway, Route 66 Gateway and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and Along Sierra Avenue from I-10 to Randall Avenue, revise the permit requirements for farmers markets from minor use permit to temporary use permit; revise the nonconforming provisions to allow for expansions for up to 50 percent along with an extension of a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions; and include a requirement for the installation of Route 66 signage for certain properties along Foothill Boulevard for projects that undergoing a

Design Review or an Administrative Site Plan.

### **COUNCIL GOALS:**

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

### **DISCUSSION:**

#### Background:

The City of Fontana Zoning and Development Code regulates the development of commercial, industrial, and residential projects. Staff conducts ongoing reviews of the municipal code to determine where language within the code would benefit from updates, clarifications, and/or redefinition to help streamline zoning and facilitate the development process.

On July 25, 2023, the City Council of the City of Fontana ("City Council") adopted Ordinance No. 1922, an urgency ordinance, in accordance with Government Code Section 65858, implementing a moratorium on the approval of any building permit, occupancy permit, conditional use permit, variance, subdivision map, design review, administrative site plan review or other land use entitlements, permits or regulatory license or permit required to comply with the provisions of the FMC or any specific plan for serviced based, non-entertainment use ("Moratorium").

On September 5, 2023, Ordinance No. 1924 was approved by the City Council for an additional 10 months and 15-day extension until July 23, 2024.

On July 23, 2024, the City Council approved through Ordinance No. 1957 the final extension of the Moratorium for an additional one year until July 23, 2025.

In 2024, the City retained the services of Kosmont Companies to perform an economic marketing analysis of the Foothill Boulevard and Sierra Avenue corridors, which are primary arterials connecting the City's downtown area to surrounding communities and three major Interstate Highways.

A joint workshop between the City Council and the Planning Commission was conducted by staff on November 12, 2024, to inform the Council, Commission and public on the Entertainment Center Overlay and Corridors where staff received direction from City Council to proceed with MCA No. 25-001. This included the creation of an overlay district, along with other changes in the Zoning and Development Code to create an entertainment center overlay district and other supporting uses and requirements along Foothill Boulevard and Sierra Avenue in alignment with the General Plan's goal of creating regional hubs for dining, shopping and entertainment purposes to attract local and regional visitors to drive economic growth in Fontana.

On April 1, 2025, this item was continued by the Planning Commission to the April 15, 2025, Planning Commission meeting.

April 15, 2025, the Planning Commission adopted Resolution PC No. 2025-012 to recommend

approval of Municipal Code Amendment (MCA) No. 25-001, for amendments to Chapter 30 - Zoning and Development Code to City Council.

Analysis:

The amendments to the Zoning and Development code establish an Entertainment Center Overlay District along with other proposed changes to the Zoning and Development code, that align with the 2015-2035 General Plan goal of creating hubs for dining, shopping and entertainment purposes to attract local and regional visitors that would help drive economic growth for the city.

**Municipal Code Amendment No. 25-001:**

The Municipal Code Amendment is to establish an Entertainment Center Overlay District that includes three (3) Entertainment Center Planning Areas at key intersections (Valley Boulevard and Sierra Avenue, Foothill Boulevard and Sierra Avenue, and Foothill Boulevard and Cherry Avenue). Other changes include revisions to the land use tables in the Form Based Code (FBC) (Downtown Gateway, Sierra Gateway, Route 66 Gateway, and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and along Sierra Avenue from I-10 to Randall Avenue to: restrict certain auto/light industrial related uses, allow by right certain entertainment/recreational uses, modify regulations for Alcohol Beverage Sales to allow by right on-site alcohol beverage sales license to restaurants (Bone fide Public Eating Places). The amendment also includes other amendments to Chapter 30 that includes modifications to the permitting requirements for farmers markets, revisions to the nonconforming provisions; and requirements for Route 66 signage along Foothill Boulevard. Below is a more detailed summary of the components:

Entertainment Center Overlay District: The creation of three (3) new entertainment center planning areas along Sierra Avenue and Foothill Boulevard that includes a specific list of land uses, a requirement for public art, and regulations for outdoor storage.

The following is a summary of the planning areas along with the requirements of this new overlay district. Maps of each planning area are depicted in Figures 1 -3 in Exhibit A of the Ordinance (Attachment No. 1).

*Entertainment Center Planning Area 1:* - Valley Boulevard and Sierra Avenue, approximately 119 acres generally located in the vicinity of Valley Boulevard and Sierra Avenue. This planning area includes the following uses by right: entertainment/recreational uses, restaurant, medical services (excludes acute care, surgery centers, urgent care, walk in and hospital), retail uses, hotels, and restaurants with on-site alcohol sales. Office and personal service uses are also allowed by right but would not be permitted on the first floor for development with two or more stories. Alcohol sales that are not associated with restaurants/entertainment would be subject to a minor use permit. Cigar lounges, hookah lounges, massage uses, and public assembly uses are subject to a conditional use permit. Multi-family and mixed-use development are permitted when they are allowed in the underlying zone.

*Entertainment Center Planning Area 2:* Sierra Avenue and Foothill Boulevard- approximately 27 acres generally located in the vicinity north of Foothill Boulevard and Sierra Avenue. This planning area is similar to Planning Area 1; however, it does not include restrictions for locating offices and personal service to the second floor or above for developments with two floors or more. Planning

area 2 includes the following uses by right: entertainment/recreational uses, restaurant, office, personal services, medical services (excludes acute care, surgery centers, urgent care, walk in and hospital), retail uses, hotels, and restaurants uses with on-site alcohol sales. Alcohol sales that are not associated with restaurant uses would be subject to a minor use permit. Cigar lounges, hookah lounges, massage uses, and with public assembly uses are subject to a conditional use permit. Multi-family and mixed-use development are permitted when they are allowed in the underlying zone.

*Entertainment Center Planning Area 3:* Foothill Boulevard and Cherry Avenue- Approximately 37 acres generally located in the vicinity north of Foothill Boulevard and Cherry Avenue. This Planning Area is similar to Planning Area 2 except this area allows Drive thru restaurant with approval of a Conditional Use Permit. Planning Area 3 includes the following uses by right: entertainment/recreational uses, restaurants, office, personal services, medical services (excludes acute care, surgery centers, urgent care, walk in and hospital), retail, hotels, and restaurant uses with on-site alcohol sales. Alcohol sales that are not associated with restaurant uses would be subject to a minor use permit. Cigar lounges, hookah lounges, massage uses, restaurants with drive-thrus, along with public assembly are subject to a conditional use permit. Multi-family and mixed-use development are permitted when they are allowed in the underlying zone.

*Public Art* - All development projects located within the Entertainment Center Overlay District that is subject to a Design Review are required to provide Public Art. Public Art would be reviewed through approval of an Administrative Site Plan. Planning Area 1 will be required to contribute to a Fontana theme and other Planning Areas 2 and 3 that are located along Foothill Boulevard are required to incorporate a Route 66 theme. The overlay also includes provisions for requirements, materials, and maintenance as it relates to public art.

*Sierra Avenue and Foothill Boulevard Corridors:* Revisions to the land use tables in the Form Based Code (FBC) (Downtown Gateway, Sierra Gateway, Route 66 Gateway, and Valley Gateway) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and along Sierra Avenue from I-10 to Randall Avenue has been included in the Municipal Code Amendment to make changes to the Sierra Avenue and Foothill Boulevard Corridors. These corridors with a mixture of supporting uses can function to contribute to feeding the residents and visitors into a vibrant downtown center and the proposed new entertainment center planning areas. The following is a summary of the proposed changes along these corridors.

*Sierra Avenue Corridor* - along Sierra Avenue from I-10 to Randall Avenue Land Use Revisions: The City amended the Zoning and Development Code in 2023 for the Downtown Core Project under the SB2 Grant, that included new zoning requirements that contributes to a lively downtown that anticipates entertainment and restaurant uses along Sierra Avenue from Foothill Boulevard to Randall Avenue. Thus, this area that includes existing zoning currently functions as an existing planning area. The proposed Municipal Code Amendment to revise the Form Based Code (FBC) (Sierra Gateway and Valley Gateway Districts) will be generally located along Sierra Avenue from I-10 freeway to Randall Avenue, includes the following changes: restrict repair/industrial uses (Auto repair, antique restoration, equipment/appliance repair, furniture refinishing, and furniture upholstery); restrict auto related uses (auto sales, car washes, auto rental, auto repair, and gas station); restrict acute and urgent care uses; allow by right certain entertainment/recreational uses (Studios, cafes, game rooms, golf course/driving range, gymnasiums, bowling alleys, other sports facilities, courts, theaters, and galleries); require Conditional Use Permit for nightclubs and billiards; and modify

regulations for Alcohol Beverage Sales to allow by right for on-site alcohol beverage sales license to restaurants. The objective of this change is to facilitate for more entertainment and restaurant uses and contribute to attracting visitors to this area.

*Foothill Boulevard Corridor* - along Foothill Boulevard from Ilex Street to Maple Avenue Land Use Revisions: Since Foothill Boulevard is part of Route 66, an objective of the Municipal Code Amendment is to celebrate this designation and create a sense of place by continuing to allow auto related uses, allowing more opportunity for entertainment/recreational uses, and requiring Route 66 themed signage. The proposed Municipal Code Amendment to revise the Form Based Code (FBC) (Downtown Gateway and Route 66 Gateway Districts) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue, includes the following changes: restrict industrial uses (Antique restoration, equipment/appliance repair shop for household appliances, furniture refinishing, furniture upholstery, building materials with outdoor storage, and equipment rental); restrict acute and urgent care uses; allow by right certain entertainment/recreational uses (Studios, cafes, game rooms, golf course/driving range, gymnasiums, bowling alleys, other sports facilities, courts, theaters, and galleries); Conditional Use Permit required nightclubs and billiards uses; and modify regulations for Alcohol Beverage Sales to allow by right for on-site alcohol beverage sales license to restaurants.

*Other Components of the Municipal Code Amendment:* Coupled with the proposed entertainment center overlay and the revisions to the land use tables in the Form Based Code and Commercial Zoning District along the Sierra Avenue and Foothill Boulevard corridors, the changes to the Zoning and Development code also includes a requirements for Route 66 branding/signage on Foothill Boulevard, nonconforming provisions, and provisions for Farmers Markets.

*Route 66 signage/branding:* The proposed amendment includes a provision to require Route 66 branding/signage along Foothill Boulevard for projects undergoing a Design Review or an Administrative Site Plan.

*Nonconforming provisions:* The proposed amendment includes a provision to allow expansions to existing nonconforming sites/uses up to 50 percent, provided that they do not enlarge the site, and includes requirements to make improvements to the site. It also includes provisions to extend a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions.

*Farmers Markets:* Farmer Markets are currently allowed in certain land use districts in the Form Based Code with approval of a minor use permit. The proposed amendment includes a provision to allow Farmers Markets with approval of a temporary use permit in the same land use districts in the Form Based Code instead of a Minor Use Permit along with transferring the existing standards for placement and signage. A Temporary Use Permit is a more appropriate permit than a Minor Use Permit for a Farmers Market since they tend to be more seasonal.

## **ENVIRONMENTAL:**

Pursuant to the Public Resources Code 20183.3, California Environmental Quality Act (CEQA) Guidelines Section 15183, and Section 7 of the Local 2019 Guidelines for implementing CEQA and Section, the proposed project that establishes an Overlay with planning areas and requirements along with modifications in the Zoning and Development Code that limits, modify, and clarifies uses in commercial areas, and requires art/signage are consistent with the Fontana General Plan and

certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and it anticipated the development of commercial/recreation uses. Therefore, it qualifies for an exemption from CEQA, and CEQA Guidelines, as the proposed amendments will have no new or more severe significant environmental effects “peculiar to” the Ordinance than discussed in the certified EIR nor will it have significant off-site and cumulative impacts not discussed in that EIR.

**FISCAL IMPACT:**

The amendments are intended to encourage and facilitate entertainment and retail uses and increase related business revenues and sales taxes.

**MOTION:**

Approve staff recommendation.

**ATTACHMENTS:**

Attachment No. 1 - Ordinance

Attachment No. 2 - Notice of Determination

Attachment No. 3 - Public Hearing Notice

## ORDINANCE NO. 1969

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE (SCH) NO. 2016021099) AND PUBLIC RESOURCES CODE SECTION 21083.3, AN AMENDMENT TO MULTIPLE SECTIONS OF CHAPTER 30 OF THE FONTANA MUNICIPAL CODE TO ESTABLISH AN ENTERTAINMENT CENTER OVERLAY DISTRICT WITH SPECIFIC LAND USES AND REQUIREMENTS AT THE INTERSECTIONS OF VALLEY BOULEVARD AND SIERRA AVENUE, FOOTHILL BOULEVARD AND SIERRA AVENUE, AND FOOTHILL BOULEVARD AND CHERRY AVENUE, OTHER AMENDMENTS INCLUDE LAND USES CHANGES AND REVISIONS TO THE REQUIREMENTS IN THE FORM BASED CODE (FBC) AND COMMERCIAL ZONING DISTRICTS FOR PARCELS THAT HAVE FRONTAGE ALONG FOOTHILL BOULEVARD BETWEEN IIEX STREET TO MAPLE AVENUE AND ALONG SIERRA AVENUE FROM I-10 TO RANDALL AVENUE TO: TO ALLOW CERTAIN ENTERTAINMENT, RECREATIONAL, AND RETAIL USES; AMEND ALCOHOL BEVERAGE SALES REGULATIONS FOR RESTAURANTS TO OBTAIN ON SITE ALCOHOL BEVERAGE SALES LICENSES WITHOUT DISCRETIONARY APPROVAL; PROHIBIT CERTAIN LIGHT INDUSTRIAL USES; ADDITIONAL AMENDMENTS IN THE FORM BASED CODE (FBC) (SIERRA GATEWAY AND VALLEY GATEWAY DISTRICTS) THAT PROHIBITS AUTO AND LIGHT INDUSTRIAL RELATED USES; OTHER AMENDMENTS TO CHAPTER 30 INCLUDES REVISING THE PERMIT REQUIREMENTS FOR FARMERS MARKETS FROM MINOR USE PERMIT TO TEMPORARY USE PERMIT; REVISE THE NONCONFORMING PROVISIONS TO ALLOW FOR EXPANSIONS FOR UP TO 50 PERCENT ALONG WITH A PROVISION THAT ALLOWS FOR AN EXTENSION OF A DISCONTINUED NONCONFORMING USE UP TO TWENTY-FOUR MONTHS FOR REPAIRS, REMODELS, AND EXPANSIONS; AND INCLUDE A REQUIREMENT FOR THE INSTALLATION OF ROUTE 66 SIGNAGE ALONG CERTAIN PROPERTIES ON FOOTHILL BOULEVARD FOR PROJECTS THAT ARE SUBJECT TO A DESIGN REVIEW OR AN ADMINISTRATIVE SITE PLAN**

**WHEREAS**, in 2018, the City adopted the current General Plan aimed at fostering a high quality of life and revitalizing the Sierra Avenue Corridor into a vibrant center for entertainment, restaurant, arts, and culture; and

**WHEREAS**, in 2023, the City amended Chapter 30 of the Fontana Municipal Code ("Code") ("the Zoning and Development Code") to account for the Downtown Core Project under the SB2 Grant, with a focus on entertainment and restaurant uses along Sierra

## ATTACHMENT NO. 1

Avenue between Foothill Avenue and Randall Avenue by incorporating a performance and event venue—Stage Red, a pedestrian plaza and several entertainment nighttime uses; and

**WHEREAS**, on July 25, 2023, the City Council of the City of Fontana (“City Council”) adopted Ordinance No. 1922, a 45-day urgency ordinance, in accordance with Government Code Section 65858, placing a moratorium on the approval of any building permit, occupancy permit, conditional use permit, variance, subdivision map, design review, administrative site plan review or other land use entitlements, permits or regulatory license or permit required to comply with the provisions of the Code or any specific plan for serviced based, non-entertainment use (“Moratorium”); and

**WHEREAS**, on September 5, 2023, through Ordinance No. 1924, the City Council extended the Moratorium for an additional 10 months and 15-days; and

**WHEREAS**, on July 23, 2024, through Ordinance No. 1957, the City Council extended the Moratorium a final time for an additional one year; and

**WHEREAS**, in 2024, the City retained the services of Kosmont Companies to perform an economic marketing analysis of the Foothill Boulevard and Sierra Avenue Corridors, which are primary arterials that connect the City’s downtown to surrounding communities and three major Interstate Highways; and

**WHEREAS**, accordingly on November 12, 2024, staff conducted a joint workshop with the City Council and the City of Fontana Planning Commission (“Planning Commission”) to present a proposal for an entertainment center overlay at key intersections along Valley Boulevard and Sierra Avenue, Sierra Avenue and Foothill Boulevard, and Foothill Boulevard and Cherry Avenue; along with other modifications to the Zoning and Development Code; and

**WHEREAS**, following the workshop, City Council directed staff to proceed with amending the Code to create regulations for an entertainment overlay district and other code changes; and

**WHEREAS**, Government Code Sections 50022.1 to 50022.10 authorizes a city to codify and recodify its ordinances; and

**WHEREAS**, staff desires to restate without substantive revision, amend and recodify certain ordinances codified in the Code through Municipal Code Amendment (“MCA”) No. 25-001 to amend:

- Section 30-87 of the Zoning and Development Code to require Administrative Site Plan review for the installation of public art.
- Sections 30-351, 30-353, and 30-357 of the Zoning and Development Code to revise the nonconforming provisions to allow for expansions for up to 50 percent

along with an extension of a discontinued nonconforming use up to twenty-four months for repairs, remodels, and expansions.

- Section 30-256 of the Zoning and Development Code to revise the permit requirements for farmers markets from Minor Use Permit to Temporary Use Permit.
- Section 30-359 of the Zoning and Development Code of the Form Based Code to prohibit auto and light industrial uses, permit entertainment and recreational uses, and permit restaurants on-site alcohol beverage sales licenses.
- Section 30-360 of the Zoning and Development Code to remove subsection (d).
- Section 30-489 of the Zoning and Development Code to prohibit light industrial uses and allow specific entertainment and recreational uses for parcels with frontage along Foothill Boulevard between Ilex Street to Maple Avenue.
- Section 30-492 C of the Zoning and Development Code to modify Table No. 30-492.C, adjusting the regulations for Alcohol Beverage Sales to allow on-site alcohol beverage sales licenses for restaurants by right on parcels with frontage along Foothill Boulevard between Ilex Street and Maple Avenue.
- Sections 30-663.4 to 30-663.11 of the Zoning and Development Code to establish an entertainment center overlay district at the intersections of Valley Boulevard and Sierra Avenue, Foothill Boulevard and Sierra Avenue, and Foothill Boulevard and Cherry Avenue, including land uses and requirements.
- Section 30-727 (4) of the Zoning and Development Code to require Route 66 signage for new development projects.

**WHEREAS**, all of the notices required by statute or the Fontana City Code have been given as required; and

**WHEREAS**, State law requires that zoning regulations are consistent with the general plan and therefore updating the Code would contribute to consistency with the General Plan; and

**WHEREAS**, the amendments in MCA No. 25-001 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

**WHEREAS**, the amendments in MCA No. 25-001 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

**WHEREAS**, the amendments in MCA No. 25-001 are attached here to as Exhibit “A” and incorporated herein by reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

**WHEREAS**, the amendments in MCA No. 25-001 will better express the City’s policies and will generally promote good land use planning and regulation; and

**WHEREAS**, on April 15, 2025, the Planning Commission held a public meeting on MCA No. 25-001 where it received evidence and public testimony on the Code amendments, found that the amendments were consistent with the Fontana General Plan, recommended that the City Council adopt the amendments and recommended that the City Council determine that the proposed amendments in the Ordinance are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA, specifically Public Resources Code 21083.3 and CEQA Guidelines Section 15183, as the proposed amendments will have no new or more severe significant environmental effects “peculiar to” the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken; and; and

**WHEREAS**, on May 13, 2025, the City Council held a public hearing on MCA No. 25-001 where it received evidence and public testimony pertaining to the Zoning and Development Code amendments and documentation from the Planning Commission’s public hearing on April 15, 2025; and

**WHEREAS**, the City Council carefully considered all information pertaining to MCA No. 25-001 that was presented at its public hearing on May 13, 2025; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

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

**Section 2. CEQA.** The City Council hereby determines that these amendments in the Ordinance are consistent with the Fontana General Plan and certified General Plan Environmental Impact Report (EIR) (State Clearinghouse No. 2016021099) and so qualifies for an exemption from CEQA specifically Public Resources Code 20183.3 and CEQA Guidelines Section 15183, as the proposed amendments will have no new or more severe significant environmental effect “peculiar to” the Ordinance than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR as long as all applicable mitigation measures in the certified EIR will be undertaken.

**Section 3. Municipal Code Amendment Findings.** The City Council hereby makes the following findings for Municipal Code Amendment No. 25-001 in accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

Finding:                    **A Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact:        The Municipal Code Amendments will create an entertainment center overlay district that aligns with the General Plan goal of creating regional hubs for dining, shopping and entertainment purposes to attract local and regional visitors that would drive economic growth in Fontana.

**Section 4. Development Code Amendment Approval.** Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 25-001, which is attached hereto as **Exhibit “A”**.

**Section 5. Applications Deemed Complete prior to Ordinance Effective Date.** This Ordinance does not apply to development applications deemed complete by the City of Fontana Planning Department prior to this Ordinance’s effective date. Any such completed pre-adoption applications not conforming to these amendments after this Ordinance’s effective date, once approved by the appropriate approving body, shall be granted legal non-conforming status, with all applications deemed complete on or after this Ordinance’s adoption being subject to its provisions.

**Section 6. 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 7. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

**Section 8. Certification.** The City Clerk of the City Council shall certify to the adoption of this Ordinance.

**Section 9. Severability.** If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of May, 2025.

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

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

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 13<sup>th</sup> day of May, 2025, and was finally passed and adopted not less than five days thereafter on the 27<sup>th</sup> day of May 2025, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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

**ATTEST:**

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

**ATTACHMENT NO. 1**

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

(\*Additions shown in underline; deletions shown in ~~strikeout~~)

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Sec. 30-87. Projects subject to administrative site plan, minor.**

All applications for administrative site plan, minor review are required for commercial, industrial, and institutional projects which may or may not involve the issuance of a building permit for construction or reconstruction of a structure which meets the following criteria:

- (1) New construction of parking lots less than 5,000 square feet, expansion, or significant reconstruction of parking lots.
- (2) Structural additions less than 1,000 square feet that meet all the requirements of the Municipal Code, including parking. All modifications shall be architecturally compatible with the existing building.
- (3) Accessory structures totaling less than 1,000 square feet (i.e. shade structures, trash enclosures, generators, and additional mechanical equipment). All structures must be screened from the public-right-of-way and adjacent properties. Accessory structures attached to the building shall match the existing building.
- (4) Façade changes to an existing and previously approved entitlement, with no major structural changes.
- (5) Solar carports at previously developed sites that comply with open parking standards.
- (6) One accessory structures less than 200 square feet that are not visible from the right-of-way, do not take up any required parking or landscaping, and do not require fire sprinklers, may be approved through the plan check process.
- (7) When permitted, the establishment and/or construction of an outdoor storage area not exceeding ten percent on the same site as, and in conjunction with, an existing business.
- (8) New installation and replacement of public art.

**Sec. 30-256. Types of temporary use applications and conditions.**

A temporary use permit shall be required for the following activities and shall be subject to conditions established herein and any other additional conditions as may be prescribed by the Director of ~~Community Development Planning~~. All such uses shall be subject to the sign regulations within Chapter 3 and zoning regulations within Chapter 30 of the Municipal Code.

- (1) Outdoor display of merchandise/parking lot and private sidewalk sales for businesses located within a commercially designated property are limited to six display periods per calendar year. Industrial designated parcels used for wholesale/retail are permitted up to a total of six such outdoor displays per parcel per calendar year. The display periods may run consecutively or be distributed throughout the year. Each display period shall be a continuous period of days not to exceed seven days in length. The temporary use permit shall be subject to the following conditions:
  - a. The display of merchandise outside of a building shall be permitted only during the hours of operation of the store. All goods and merchandise shall be placed inside of the building following the close of the day's business, except as otherwise approved in writing by the Director of ~~Community Development Planning~~.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- b. No merchandise or goods shall be placed upon or permitted to project into any street, public sidewalk, or public right-of-way, nor restrict or interfere with handicapped parking or access to the commercial establishment(s) on site. The temporary use permit may allow the temporary occupation of on-site private sidewalks, parking stalls and drive aisles, however adequate drive aisles and on-site circulation shall be maintained at all times for safe and functional ingress and egress, handicapped access to handicapped parking spaces, and emergency equipment access. Tent sale area shall be physically delineated between pedestrian access and vehicular access ways.
  - c. Tents, canopies, awnings, covers or other temporary covering devices may be approved by the Director of ~~Community Development~~ Planning on a case-by-case basis only in conjunction with the outdoor display of merchandise/parking lot or private sidewalk sales. If a tent, canopy, awning, or other temporary covering device is approved, prior to its use or installation the applicant shall obtain a permit for said device from the Building Official and/or Fire Marshal. Said device shall be constructed and installed to comply with all safety requirements.
  - d. This section shall not be construed to permit the permanent or temporary storage of goods or equipment when otherwise prohibited by other provisions in this chapter.
- (2) Outdoor art and craft shows and exhibits subject to not more than 15 days of operation or exhibition in any 90-day period.
  - (3) Seasonal retail sale of agricultural products limited to periods of 90 days in a calendar year and when parking and access is provided to the satisfaction of the Director of ~~Community Development~~ Planning.
    - A minimum of ten on-site parking spaces shall be provided with provisions for controlled ingress and egress to the satisfaction of the Director of ~~Community Development~~ Planning.
  - (4) Religious, patriotic, historic, or other similar displays or exhibits within yards, parking areas, or landscaped areas, subject to not more than 15 days of display in any 90-day period for each exhibit.
  - (5) Christmas Trees or pumpkin and fireworks, and seasonal sales lots subject to the following guidelines and conditions:
    - a. All such uses shall be limited to 30 days of operation per calendar year.
    - b. All lighting shall be directed away from and shielded from adjacent residential areas.
    - c. Adequate provisions for traffic circulation, off-street parking, and pedestrian safety shall be provided to the satisfaction of the Director of ~~Community Development~~ Planning.
  - (6) Circuses, carnivals, rodeos, pony riding, special event tents, or similar traveling amusement enterprises are subject to the following guidelines and conditions:
    - a. All such uses shall be limited to not more than 15 days, or more than three weekends, of operation in any 180-day period. To exceed this time limitation shall require the review and approval of a conditional use permit as prescribed in Division 12 of this article herein.
    - b. All such activities shall have a minimum setback of 100 feet from any residential area. This may be waived by the Director of ~~Community Development~~ Planning if no adverse impacts result.
    - c. Adequate provisions for traffic circulation, off-street parking, and pedestrian safety shall be provided to the satisfaction of the Director of ~~Community Development~~ Planning.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

- d. Restrooms shall be provided onsite.
  - e. Security personnel may be required. The Police Department shall determine the level and type of security required.
  - f. Special, designated parking accommodating for amusement enterprise workers and support vehicles shall be provided.
  - g. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the Director of ~~Community Development~~ Planning.
  - h. The applicant shall be required to submit plans for approval of tents and site plan by the Building Official and/or Fire Marshal 90 days prior to the special event being held. The tent must meet all Uniform Building Codes and applicable City codes.
  - i. Approval from the Police Department (PD) is required; moreover, finger printing through PD may be necessary.
- (7) Model homes may be used as offices solely for the first sale of homes within a recorded tract subject to the following conditions:
- a. The sales office may be located in a garage, trailer, or dwelling.
  - b. Approval shall be for a two-year period, at which time the sales office use shall be terminated and the structure restored back to its original condition. Extensions may be granted by the Director of ~~Community Development~~ Planning in one-year increments up to a maximum of four years or until 90 percent of the development is sold; whichever is less.
  - c. A cash deposit shall be submitted to the City of Fontana, in an amount to be set by Council resolution, to ensure the restoration of removal of the structure.
  - d. The sales office is to be used only for transactions involving the sale, rent, or lease of lots and/or structures within the tract in which the sales office is located, contiguous tracts, or a planned community. Notwithstanding the above, the Director of ~~Community Development~~ Planning may consider off-site model home sales offices subject to the granting of a minor use permit per Division 13 of this article herein. Where a legal, previously approved minor use permit exists, the minor use permit may be revised to incorporate other recorded tracts as needed.
  - e. Failure to terminate sales office and restore structure or failure to apply for an extension on or before the expiration date will result in forfeiture of the cash deposit, a halt in further construction or inspection activity on the project site, and enforcement action to ensure restoration of structure.
  - f. Street improvements and temporary parking at a rate of two spaces per model shall be completed to the satisfaction of the City Engineer and Director of ~~Community Development~~ Planning prior to commencement of sales activities or the display of model homes. The parking spaces shall be located within an off-street facility, except on-street parking may be permitted subject to the following conditions:
    - 1. The sales office, models, and on-street parking spaces shall be located at the end of a cul-de-sac street and coordinated with construction phasing such that there are no resident homeowners living in homes located adjacent to the gated, secured area of the street.
    - 2. The parking stalls shall be adequately striped and shall conform to City standards.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

3. Parking shall be permitted only within and on the project site. Parking along adjacent or perimeter streets (public or private) shall not be used to satisfy the model home sale parking requirement.
  4. Temporary landscaping, including minimum 48-inch box trees, shall be provided within the on-street parking area.
  - g. All fences proposed in conjunction with the model homes and sales office shall be located outside of the public right-of-way, except where approved by the Director of ~~Community Development~~ Planning and City Engineer for security.
  - h. Use of signs shall require submission of a sign permit application for review and approval by the Director of ~~Community Development~~ Planning.
- (8) Trailer coaches or mobile homes on active construction sites for use as a construction office or temporary living quarters for security personnel. The following restrictions shall apply:
- a. The Director of ~~Community Development~~ Planning may approve a temporary trailer for the duration of the construction project or for a specified period, but in no event for more than two years. If exceptional circumstances exist, a one year extension may be granted, provided that the building permit for the first permanent dwelling or structure on the same site has also been extended.
  - b. Installation of trailer coaches may occur only after a valid building permit has been issued by the Community Development Department.
  - c. Trailer coaches permitted pursuant to this section shall not exceed a maximum gross square footage of 650 square feet in size.
  - d. The trailer coach must have a valid California vehicle license and shall provide evidence of State Division of Housing approval as prescribed in the Health and Safety Code of the State of California. A recreational vehicle being defined as a motor home, travel trailer, truck camper or camping trailer, with or without motive power, shall not be permitted pursuant to this section.
  - e. The temporary trailer coach installation must meet all requirements and regulations of the County Department of Environmental Health Services and the Community Development Department.
  - f. Any permit issued pursuant to this section in conjunction with a construction project shall become invalid upon cancellation or completion of the building permit for which this use has been approved, or the expiration of the time for which the approval has been granted.
- (9) Tent, canopies, awnings and easy-ups associated with any retail sales event are prohibited unless engineering plans signed by a certified engineer demonstrate the tent, canopy, awning or easy-up meets all Building and Safety Division requirements.
- (10) Temporary storage containers for seasonal sales may be approved from October 31, until January 31 and not to exceed 90 days. Approval of a site plan exhibit shall be approved demonstrating adequate parking is provided.
- ~~(11) Other uses and activities that may be needed on a temporary basis or similar to subsections (1) through (10) above as deemed appropriate by the Director of Community Development.~~

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- (11) *Farmers Market.* A farmers' market may be conducted on private property or in the public right-of-way when allowed in the Formed Based Code Land Use Districts, provided it carried on in accordance with the following limitations, and provided an approved temporary use permit is granted:
- a. The operation of the farmers market shall be conducted by a for-profit or nonprofit organization or by a local governmental agency.
  - b. An established set of operating rules addressing the governance structure of the market, hours of operation, and days of the week, maintenance, and security requirements shall be permitted and approved under the minor use permit application and site plan.
  - c. A temporary use permit, a master site plan, as well as the signed set of conditions of approval, shall be posted in a conspicuous place at the market site.
  - d. The organization responsible for governing or operating the farmers market shall obtain a business license and shall post the business license in a conspicuous place at the site.
  - e. At least 51 percent of the vendors displaying inventory of the products sold in each farmers market are selling fresh fruits and vegetables.
  - f. Fifteen percent or fewer vendors are non-food vendors (i.e. handmade crafts, art exhibits, informational booths, etc.)
  - g. All market signage shall be submitted and approved under the temporary use permit.
  - h. The organization governing or operating the farmers market shall provide access to adequate sanitary facilities, including restrooms and/or portable sinks and toilets.
  - i. Operation of the farmers market shall not obstruct the safe flow of vehicular or pedestrian traffic on or around the market site.
  - j. The sale of, or consumption of, alcohol beverages on the market site is prohibited.
  - k. The sale of second-hand merchandise is prohibited.
  - l. Portable shelters (e.g.: EZ Up Shelters) with an area no larger than ten feet by ten feet are allowed in designated market areas. Any shelter larger than ten feet by ten feet must be approved under the temporary use permit application.
  - m. Animals, other than law enforcement dogs and assistance animals for the disabled are not allowed on the market site.
  - n. A commercial cannabis business shall not be permitted pursuant to this section.
  - o. The Director of Planning shall have the authority to determine other market activities, in addition to those specifically listed in this article, which may be permitted, or conditionally permitted.
- (12) Other uses and activities that may be needed on a temporary basis or similar to subsections (1) through (11) above as deemed appropriate by the Director of Planning.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Sec. 30-351. Regulations.**

In order to carry out the purpose and intent of this section, the following regulations shall apply:

- (1) *Repairs, alterations, maintenance, additions, extensions, enlargements and moving.* The following provisions apply to nonconforming uses:
  - a. *Nonconforming use.*
    1. No nonconforming use or site shall be enlarged or intensified unless the Planning Commission approves such request through the conditional use permit process.
    2. No nonconforming use shall be enlarged or increased to occupy a greater area of land than that occupied by such use on the effective date except as outlined in the appropriate division of this article herein; and
    3. No nonconforming use shall be moved in whole or in part to any portion of the lot or parcel of land other than that occupied by such nonconforming use on the effective date.
  - b. *Nonconforming structure.* Except as otherwise provided in this chapter, no nonconforming structure shall be moved, altered, or enlarged unless required by law, or, unless the moving, alteration, or enlargement will result in the elimination of the nonconforming aspect of the structure or as outlined in the appropriate division of this article herein.
- (2) *Restoration of damaged structures.* When an existing nonconforming building or structure which is damaged or partially destroyed by fire, flood, wind, earthquake or other calamity and the cost of such reconstruction, repaving or rebuilding is less than 75 percent of the replacement value of the structure immediately prior to this damage, as determined by the Building Official, the structure may be restored and the occupancy or use may be continued. Such reconstruction shall be started within a period of one year from date of damage and diligently pursued to completion. In the event such damage exceeds 75 percent of the replacement value of such building at the time of such calamity, no repairs or reconstruction shall be made unless every portion of such building and its use is made to conform to all regulations of this chapter for the zone in which it is located.
- (3) *Discontinuation and abandonment.* Whenever a nonconforming use has been abandoned (e.g., expiration of business license), discontinued or changed to a conforming use for a continuous period of six months, the nonconforming use shall not be reestablished, and the use of the structure or site thereafter shall be in conformity with the regulations for the district in which it is located. Discontinuation shall include termination of a use regardless of intent to resume the use. This shall not include time periods required for repairs, remodels, or expansions permitted in this Section, Section 30-352 or Section 30-353 for a period not to exceed twenty-four months.
- (4) *Change of use.* The nonconforming use of a building or structure may not be changed except to a conforming use. Where such change is made for a continuous period of six months as provided for in subsection (6) above, the use shall not thereafter be changed back to a nonconforming use. However, the Planning Commission may grant a conditional use permit to allow one nonconforming use to be changed to another nonconforming use of the same or more restricted character if the Commission, after a public hearing, determines that because

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

of the existing conditions in the area and on the property involved, such a change is warranted.

- (5) *Displacement.* No nonconforming use shall be altered, extended or restored so as to displace any conforming use.
- (6) *Violations.* Nothing in this section shall be interpreted as authorization for or approval of the continuance of the use of a structure or premises in violation of zoning regulations in effect or any amendment thereto.
- (7) *Change of zones.* The provisions of this section shall also apply to any nonconforming use or nonconforming structures in zones here after changed to a more restrictive use, or to zones hereafter established in areas not previously covered by the zoning map.
- (8) *Conformance with intent and purpose.* No nonconforming use or structure shall be enlarged, extended, increased, changed, modified or in any way continued or maintained in such a way as to abrogate the purpose and intent of these regulations as set forth in this section.
- (9) *Residential structures.* A residential structure(s) which is nonconforming because of height or area regulations shall not be added to or enlarged in any manner unless such addition or enlargement conforms to all the regulations of the district in which it is located.

**Sec. 30-353.** Special exemption to permit incremental improvements to nonconforming buildings, structures, and sites with administrative site plan approval.

- (a) Notwithstanding any other provisions of Division 10 of this article herein to the contrary, with an Administrative Site Plan application, the Director of Planning may permit the following limited improvements to be made to an existing nonconforming building, structure or site without the requirement that the building, structure and/or site be improved to current Development Code standards:
  - (1) Additions to existing commercial buildings shall not exceed fifty percent and/or additions to industrial buildings or structures shall that do not exceed ten percent of the total square footage of the existing building or structure, provided said additions meet the fire protection requirements of Chapter 11 of the City Code;
  - (2) Paving, repaving or realignment of parking lots and areas, provided that the number of parking spaces is not reduced to less than currently existing and provided that all applicable drainage, storm water (NPDES), and similar requirements are met;
  - (3) Alteration of the exterior of an existing building or structure;
  - (4) Installation of new landscaping or alteration of existing landscaping, provided that the amount of landscaping is not reduced to less than currently existing unless the Director of Planning further finds that other improvements approved under this section require a reduction in the landscaping. Any allowed reduction

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

in landscaping shall be the minimum required to permit the improvements to be constructed.

- (b) Any person seeking a special exemption under this section shall submit a completed administrative site plan application to the Planning Department in a manner prescribed by the Director of Planning and shall pay any applicable fees.
- (c) Notwithstanding Division 10 of this article herein, the Director of Planning shall make the following findings before granting approval of the exemption and the administrative site plan application:
  - (1) All of the existing building(s), structures(s) and uses on the site are pre-existing and legal nonconforming, and are not illegal or unpermitted;
  - (2) The improvement(s) subject to the exemption support(s) a pre-existing legal nonconforming building, structure and/or use already on the site;
  - (3) The exemption will provide an incremental improvement to the building, structure or use on the site in furtherance of the requirements of Chapter 30 of this Code;
  - (4) The improvement(s) subject to the exemption will not, physically, legally, or otherwise, preclude the building(s), structure(s) or the site to come into compliance with current Development Code standards at a future date;
  - (5) The granting the exemption will not substantially expand or intensify the existing or anticipated use of the building(s) and/or the site of expansions to outdoor nonconforming operations does not include parcel mergers and site expansions, with the exception of display areas which may expanded by fifty percent within the existing site;
  - (6) Granting the exemption will not be contrary to the goals of the City's general plan or any applicable specific plan; ~~and~~
  - (7) Granting the exemption will not otherwise be deleterious to the public health, safety and welfare;
  - (8) New and modified facades must be of high quality and be compatible with the architecture of the existing building and surrounding area;
  - (9) If a new loading and repair bay area associated with automobile related uses is constructed, the loading area or repair bay may not face the right-of-way, or, if this is infeasible, must be screened from the right-of-way with three and a half foot low walls and/or landscaping; and
  - (10) If a residential structure is being expanded, then additional residential units shall not be constructed.

**“EXHIBIT A”**  
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- (d) ~~The Director of Planning is authorized to impose such~~ Reasonable conditions upon an exemption in order to protect the health, safety and welfare of the surrounding area.
- (e) Except as expressly set forth herein, the benefits of this section shall not abrogate, extend, expand or otherwise alter the provisions of this Division 22 and shall not eliminate or extend pre-existing legal nonconforming rights, or create them where they do not otherwise exist.
- (f) The benefits of this section shall apply only to complete applications, as provided for in subsection (b), which have been submitted to the Planning Department within a period of two years following the effective date of this section. Any exemptions requested after said two-year period must be sought pursuant to Section 30-85.

**Sec. 30-357. Nonconforming regulations.**

This section regulates nonconforming parcels, nonconforming structures, and nonconforming uses, including uses that are nonconforming as to required off-street parking. This section is intended to allow nonconforming lots, structures, uses, and off-street parking arrangements to continue to the extent consistent with the health, safety and public welfare purposes of the Form-Based Code districts, with the goal being to bring such nonconforming lots, structures, and uses into compliance with the overall vision.

(1) *Nonconforming buildings, outdoor operations or structures.*

- a. Buildings, outdoor operations or other structures that are nonconforming as to setback, height, or other Form-Based Code provisions may be repaired, replaced, or added to, only to the extent permitted by this section:
  - 1. Subdivision. Lots which are nonconforming as to width may be adjusted or subdivided provided the resulting re-configuration brings the nonconforming lot into, or closer to, conformity with the requirements of this plan.
  - 2. Additions. A legal-nonconforming building, outdoor operation area or other structure may be added to, provided that an addition of 50 percent or more of the existing floor area shall trigger compliance with all Form-Based Code district provisions for the portion of the building or structure comprising the addition.

The following requirement must be met:

- i. Parking space requirements for the use or equivalent use (as determined by the Director) must be met, inclusive of both the existing floor space area and addition areas.
- ii. The design and architecture of the structure must be high quality and utilize compatible architecture with that of the existing building and neighborhood.

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- 186

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

**(Additions shown in underline, deletions shown in strikeout):**

may be carried out, provided that, no structural alterations may be carried out unless the Building Official determines those structural alterations to be necessary for the protection of the public health and safety, all off-street parking requirements of this plan must be met by any and all uses occupying, or otherwise using, any buildings on the subject site.

- b. *Additions to building.* Where the off-street parking provided for a use does not meet the requirements of the Form-Based Code districts, additions to buildings on the site occupied by that use may be carried out only if all requirements of the Form-Based Code districts are met by any and all uses occupying, or otherwise using, any buildings on the subject site.
- c. *Vacancy.* In addition to the above provisions regarding discontinuance of nonconforming uses and change of a nonconforming use to a conforming use, where any non-residential use does not meet the off-street parking requirements of this plan, and the building which the non-residential use occupied becomes and remains vacant for an uninterrupted period of six months, the building may not be reoccupied, nor may any new land use be initiated anywhere on the site, unless all requirements of the Form-Based Code districts are met, except for repairs, modifications and expansions that are allowed in this section,.

- (5) Abatement of nonconforming uses. Where no buildings are occupied or otherwise used, except for repairs, modifications and expansions that are allowed in this section, in connection with a nonconforming use, that use shall be terminated within six months from the date it became nonconforming, provided that for any use that becomes nonconforming as a result of a zone change, the specified two-year period of time for the termination of the nonconforming use shall be computed from the effect date of the zone change.

**Sec. 30-359. Uses permitted.**

This section of the Form-Based Code establishes the permitted land uses in each district and the corresponding permit requirements. A parcel or building subject to the Form-Based Code shall be occupied with only the land uses allowed by Table 30-300.A—Land Uses. Definitions of allowed land uses are provided in Section 30-632 List of definitions.

- (1) Section 30-405—Overall Form-Based Code district map illustrates the overall land use plan for the Form-Based Code areas.
- (2) If a land use is not defined in this section, the Director of ~~Community Development~~ Planning may determine that the use is not permitted, or determine the appropriate definition and determine the proposed use to be permitted provided the Director of ~~Community Development~~ Planning approves a Director's determination and makes the following findings in writing:
  - a. The land use will not impair the orderly implementation of the City of Fontana General Plan.
  - b. The land use is consistent with the purpose of the applicable zoning district.
  - c. The characteristics and activities associated with the proposed land use are similar to one or more of the listed land uses in Table 30-359.A—Land Uses and will not produce greater impacts than the land uses listed for the zoning district.

**"EXHIBIT A"**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

**(Additions shown in underline, deletions shown in strikeout):**

- d. The land use will be compatible with the other land uses allowed in the zoning district.
- e. The land use is not listed as allowed in another zoning district.
- (3) A "P" indicates a use is permitted by right subject to design review by the Planning Commission or administrative site plan review by the Director of ~~Community Development~~ Planning.
- (4) A ~~"M"~~ indicates the use requires the granting of a minor use permit (MUP).
- (5) A "C" indicates the use requires the granting of a conditional use permit (CUP).
- (6) A "—" means the use is not permitted in that zoning district. Any use that is not listed is not permitted.
- (7) Uses marked with an asterisk "\*" indicate that the use is not permitted on the ground floor except on Sierra Avenue.
- (8) Uses marked with an S superscript "<sup>S</sup>" indicate that the use is subject to special use regulations in (reference specific use regulations) Section 30-360.
- (9) Uses marked with a DT superscript "<sup>DT</sup>" indicate that the requirement pertains to parcels within the downtown boundary.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Table 30-359.A.—Land Uses

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Administrative/Professional										
Architectural, design, and engineering services	P	P	P	—	—	P	P	P	P	P
Attorney/legal services	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)	—	P	P	—	—	P	P	P	P	P
Banks/financial institutions, credit unions and remote ATMs (with drive-thru)	—	—	M	—	—	M	P	P	P	P
Brokerage firms and financial institutions	—	P	P	—	—	P	P	P	P	M
Exhibit halls and galleries with 15% or less retail sales area	—	P	P	—	—	P	P	P	P	P
General administrative offices	—	P	P	—	—	P	P	P	P	P
Government offices	P	P	P	—	—	P	P	P	P	P
Insurance and accounting offices	—	P	P	—	—	P	P	P	P	P
Massage/acupressure as primary use	—	—	M	—	—	M <sup>DT</sup> C	C	C	C	M
Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business	—	M	M	—	—	M	M	M	M	M
Real estate, escrow & property management offices	—	P	P	—	—	P	P	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Recording/film studios	—	M	M	—	—	M	M	M	M	P
Animal Services										
Feed, tackle supplies for large animals	—	—	—	—	—	—	—	—	—	—
Pet boarding and kennels	—	M	M	—	—	M	M	M	M	—
Pet grooming	—	P	P	—	—	P	P	P	P	P
Veterinarian clinic and hospitals (with incidental boarding)	—	—	—	—	—	—	P	P	P	P
Pet sales and supplies (without outdoor storage)	—	—	P	—	—	P	P	P	P	P
Alcohol Beverage Sales										
Alcohol sales for off-site consumption, with or without tasting room	M	M	M	—	—	M	C	C	C	M
On-site sales in connection w/restaurant/ <u>food hall</u> (Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control)	M	M	<del>M</del> <u>P</u>	—	—	M	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	M
<u>On – site sales in connection w/restaurant/food hall</u> (Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control) <del>and café</del> with entertainment and/or dancing	—	M	M	—	—	—	<del>—</del> <u>M</u>	<del>—</del> <u>M</u>	<del>—</del> <u>M</u>	—
<u>On-site sales with entertainment and/or dancing</u>	<u>—</u>	<u>—</u>	<u>C</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>—</u>
Manufacturing, including winery or micro-brewery with tasting room and no restaurant	M	M	M	—	—	M	C	C	C	M

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Micro-breweries in connection with restaurant (Brew Pub) ( <u>Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control</u> )	M	M	M	—	—	M	C	C	C	M
Micro-breweries without tasting room	—	—	—	—	—	—	—	—	C	—
<b>Educational/Instructional/Day Care Uses</b>										
Adult day care	—	—	M	—	—	M	C	C	C	M
Children tutorial classes	—	—	M	—	—	M	M	M	M	M
Colleges—public and private	M	M	M	—	—	M	C	C	C	C
Schools—elementary, middle, secondary, high, private	M	M	M	M <sup>DT</sup> C	M <sup>DT</sup> C	M	C	C	C	C
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	P	M	<del>M</del> <u>P</u>	—	—	P	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	M
Studio—Art, Dance, Martial Arts, Music (School)with less than 1,500 sq. ft. GFA	P	P	P	—	—	M	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	M
Licensed nurseries, pre-schools and day care facilities for children	—	M	M	—	—	M	M	M	M	M
Adult vocational classes, trade schools, computer training	—	—	M	—	—	M <sup>DT</sup> C	M	C	C	C
Traffic and automobile driving schools	—	—	—	—	—	— <sup>DT</sup> C	C	C	C	C
<b>Food/Restaurants/Eating Establishments</b>										
Bakery—primarily retail sales	P	P	P	—	—	P	P	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Banquet Hall as ancillary use to primary permitted use	M	M	M	—	—	—	C	C	C	C
Catering services as primary use—may include on-site dining facilities	—	—	—	—	—	M <sup>DT</sup> P	P	P	P	—
Ice cream, juice, tea and candy shops	P	P	P	—	—	P	P	P	P	P
Restaurant/coffee shop with drive thru	—	—	—	—	—	—	M S	M	M	—
Restaurant/coffee shop/ <u>food hall</u> without drive thru facilities or alcohol sales	P	P	P	—	—	P	P	P	P	P
Outdoor dining in public right-of-way	p <sup>S</sup>	p <sup>S</sup>	p <sup>S</sup>	—	—	p <sup>S</sup> -DT	—	—	—	—
General Merchandise/Retail Trade										
Antiques retail sales (excludes pawn shop)	—	P	P	—	—	P	P	P	P	P
Consumer electronics, computer and phone equipment retail sales	—	P	P	—	—	P	P	P	P	P
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	—	P	P	—	—	P	P	P	P	P
Art supplies, framing	—	P	P	—	—	P	P	P	P	P
Beauty supplies	—	P	P	—	—	P	P	P	P	P
Books and magazines	—	P	P	—	—	P	P	P	P	P
Camera and photographic supplies	—	P	P	—	—	P	P	P	P	P
Clothing/shoe stores	—	P	P	—	—	P	P	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
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	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Cigar/cigarette/smoke shops/electronic cigarettes as a primary use	—	—	—	—	—	—	C	C	C	—
Consignment clothing sales	—	P	P	—	—	P	P	P	P	P
<del>Farmer's Market</del>	<del>M<sup>S</sup></del>	<del>M<sup>S</sup></del>	<del>M<sup>S</sup></del>	—	—	—	—	—	—	—
Convenience stores	—	—	—	—	—	—	P	P	P	P
Floor covering (carpet, tile, and similar)	—	—	—	—	—	—	P	P	P	—
Florists	—	P	P	—	—	P	P	P	P	P
Food/drug store (less than 5,000 square feet GFA)	—	P	P	—	—	P	P	P	P	P
Food/drug store (greater than 5,000 square feet GFA)	—	—	—	—	—	—	M	M	M	—
Fabric stores (less than 5,000 square feet GFA)	—	P	P	—	—	P	P	P	P	P
Firearms, ammunition, related products, assembly—retail sales	—	—	C	—	—	—	—	—	—	—
Furniture, office and home furnishings	—	—	P	—	—	P	P	P	P	P
Garden supply with outdoor display of plants	—	—	—	—	—	P	P	—	—	—
General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores	—	P	P	—	—	P	P	P	P	P
Hardware/home improvement stores	—	P	P	—	—	P	P	P	P	P
Health, herbal, botanical stores	—	P	P	—	—	P	P	P	P	P
Hobby, toy and game	—	—	P	—	—	P	P	P	P	P
Hookah lounge/smoking room	—	—	—	—	—	C	C	C	C	C

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Indoor swap meets/concession malls	—	—	—	—	—	—	—	—	—	—
Interior decorating, linen, and bath stores	—	P	P	—	—	P	P	P	P	P
Jewelry sales and repair (excludes pawn shop)	—	P	P	—	—	P	P	P	P	P
Leather goods and equipment	—	P	P	—	—	P	P	P	P	P
Musical instruments	—	P	P	—	—	P	P	P	P	P
Office supplies/stationery/cards	—	P	P	—	—	P	P	P	P	P
Pharmacies (without drive-thru)	—	P	P	—	—	P	P	P	P	P
Pharmacies (with drive-thru)	—	—	—	—	—	—	P	P	P	—
Sporting goods and equipment (no gun sales)	—	P	P	—	—	P	P	P	P	P
Thrift stores/second-hand store	—	—	—	—	—	—	M	M	M	—
Lodging Places										
Bed and Breakfast	—	—	—	M <sup>S</sup>	—	M <sup>S-DT</sup> —	—	—	—	—
Hotels and motels	M	M	M	—	—	M	M	M	M	—
Medical/Health Services										
Acute care (urgent care)	—	—	<del>M</del> <u>—</u>	—	—	—	<del>P</del> <u>—</u>	<del>P</del> <u>—</u>	<del>C</del> <u>—</u>	C
Ambulance services	—	—	—	—	—	—	—	—	—	—
Hospitals	—	—	—	—	—	—	—	—	—	—
Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy	—	P	P	—	—	P	P	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Optometry sales	—	P	P	—	—	P	P	P	P	P
Motor Vehicle Services										
Auto body and painting (primary use)	—	—	—	—	—	—	—	—	—	—
Auto broker offices ( <u>without required on-site storage of vehicles</u> )	—	—	—	—	—	—	P	P	P	
Auto broker offices ( <u>with required on-site storage of vehicles</u> )	—	—	—	—	—	—	<del>P</del> —	P	<del>P</del> —	—
Auto car washes	—	—	—	—	—	—	<del>M</del> —	M	<del>M</del> —	—
Auto and motorcycle sales—new and used	—	—	—	—	—	—	<del>M<sup>S</sup></del> —	M <sup>S</sup>	<del>M<sup>S</sup></del> —	—
Auto rental agencies with parking for vehicle rentals	—	—	—	—	—	—	<del>M</del> —	M	<del>M</del> —	—
Auto/motorcycle repair—general, including quick lube, smog check, transmission service	—	—	—	—	—	—	<del>E<sup>S</sup></del> —	C <sup>S</sup>	<del>E<sup>S</sup></del> —	—
Auto upholstery	—	—	—	—	—	—	—	—	—	—
Auto car alarm and stereo installation (within an enclosed building only)	—	—	—	—	—	—	<del>E</del> —	C	<del>E</del> —	—
Commercial parking facilities and garages	P	P	P	—	—	P <sup>DT</sup> —	—	—	—	—
Gas/service station	—	—	—	—	—	—	<del>E</del> —	C	<del>E</del> —	—
Gas station with mini mart, car wash and/or restaurant	—	—	—	—	—	—	<del>E</del> —	C	<del>E</del> —	—
Truck, trailer and equipment rentals	—	—	—	—	—	—	—	—	—	—
Personal Services										

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
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	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Barber, hair/nail/skincare/tanning salon and day spa	—	P	P	—	—	P	P	P	P	P
Body art (tattooing, body piercing, and/or permanent cosmetics)	—	—	P	—	—	P	P	P	P	P
Check cashing/deferred deposit or payday advance uses with or without ancillary services	—	—	—	—	—	—	—	—	—	—
Cemeteries, crematory, mortuary and mausoleums	—	—	—	—	—	—	—	—	—	—
Dry cleaners/laundry—non-commercial	—	—	P	—	—	P	P	P	P	P
Fortunetelling	—	P	P	—	—	—	P	—	P	—
Funeral parlors	—	—	—	—	—	—	—	—	—	—
Locksmith/key shops	—	P	P	—	—	P	P	P	P	—
Pawnshops/cash for gold and diamonds (as primary use)	—	—	—	—	—	—	—	—	—	—
Photocopying and photo developing (retail)	—	P	P	—	—	P	P	P	P	P
Photography studios	—	P	P	—	—	P	P	P	P	P
Postal services/mail box rentals	—	—	P	—	—	P	P	P	P	P
Shoe repair	—	P	P	—	—	P	P	P	P	P
Tailor and alterations	—	P	P	—	—	P	P	P	P	P
Public Facilities/Utilities										
Public park	P	P	P	P	P	P	P	P	P	P
Public maintenance yard and other non-office uses	P	M	M	—	—	M	M	M	M	M

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	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Public utility structures	M	M	M	M	M	M	M	M	M	M
Recreation/ Entertainment										
<del>Cyber</del> eCafé ( <u>Cyber, animal, gaming</u> )	—	—	<del>—</del> <u>P</u>	—	—	—	<del>—</del> <u>P</u>	<del>—</del> <u>P</u>	<del>—</del> <u>P</u>	—
Billiards and pool halls	—	—	<del>—</del> <u>C</u>	—	—	—	<del>—</del> <u>C</u>	<del>—</del> <u>C</u>	<del>—</del> <u>C</u>	—
Escape rooms	P	P	P	—	—	P	P	P	P	P
Game and video arcades	—	M	<del>M</del> <u>P</u>	—	—	M <sup>DT</sup> C	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	M
Golf course and driving ranges	—	—	<del>—</del> <u>P</u>	—	—	—	<del>—</del> <u>P</u>	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	—
Health and fitness clubs	P	M	<del>M</del> <u>P</u>	—	—	M	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	M
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	—	M	<del>M</del> <u>P</u>	—	—	M	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	M
Nightclub	<u>=</u>	<u>=</u>	<u>C</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>=</u>
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	—	M	<del>M</del> <u>P</u>	—	—	M	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	<del>M</del> <u>P</u>	M
Public assembly/auditoriums/meeting halls/religious facilities	M <sup>S</sup>	M <sup>S</sup>	M <sup>S</sup>	C <sup>S</sup>	C <sup>S</sup>	M <sup>S-DT</sup> C <sup>S</sup>	C <sup>S</sup>	C <sup>S</sup>	C <sup>S</sup>	M <sup>S</sup>
Theatres (live stage and movie) and concert halls	M	M	<del>M</del> <u>P</u>	—	—	M <sup>DT</sup> C	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	<del>C</del> <u>P</u>	M
Repair Services										
Antique restoration	—	—	—	—	—	—	<del>M</del> <u>=</u>	<del>M</del> <u>=</u>	<del>M</del> <u>=</u>	—

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	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Equipment and appliance repair	—	—	—	—	—	—	<del>M</del> —	<del>M</del> —	<del>M</del> —	—
Furniture refinishing	—	—	—	—	—	—	<del>M</del> —	<del>M</del> —	<del>M</del> —	—
Furniture upholstery	—	—	—	—	—	—	<del>M</del> —	<del>M</del> —	<del>M</del> —	—
Residential Uses										
Accessory structures	P	P	P	P	P	P	P	P	P	P
Assisted living facilities	—	M	M	C	C	C M <sup>DT</sup>	C	C	C	C
Accessory dwelling units	P	P	P	P	P	P	P	P	P	P
Junior accessory dwelling units	—	—	—	P	—	P	—	—	—	P
Parolee home	—	—	—	—	—	—	—	—	—	—
Residential care facility (6 or fewer persons)	—	P	P	P	P	P	P	P	P	P
Residential care facility (7 or more persons)	—	M	M	M	M	M	M	M	M	M
Multiple-family development	—	P	P	—	P	P	P	P	P	P
Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	—	P	P	—	—	P	P	P	P	P
Senior housing	—	M	M	M	M	M	M	M	M	M
Live/work (as a part of a mixed-use development or stand-alone)	—	M <sup>S</sup>	M <sup>S</sup>	—	—	M <sup>S</sup>	M <sup>S</sup>	M <sup>S</sup>	M <sup>S</sup>	—
Detached, single-family dwellings	—	—	—	P	—	P	—	—	—	P
Student housing/dormitory/group quarters	—	M	M	—	M <sup>DT</sup> C	M <sup>DT</sup> C	C	C	C	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic	Station Area	Downtown Gateway	Neighborhood	Multi-Family	Transitional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
Small family childcare (1 to 6 children)	—	P	P	P	P	P	P	P	P	P
Large family childcare (7 to 14 children)	—	—	—	M	M	—	—	—	—	M
Service/Non-Profit Organizations										
Civic buildings/uses	P	P	P	P	P	P	P	P	P	P
Offices for philanthropic, charitable, civic and service organizations	—	P	P	—	—	P	P	P	P	P
Temporary political campaign offices and headquarters	P	P	P	—	—	P	P	P	P	P
Miscellaneous										
Industrial uses	—	—	—	—	—	—	—	—	—	—
Adult-oriented uses	—	—	—	—	—	—	—	—	—	—
P=Permitted; M=Minor Use Permit; C=Conditional Use Permit; "—"=Not Permitted; "*"="Not permitted on the ground floor, except on Sierra Avenue; "S"=Special use regulations; "DT"="Pertaining to parcels within the Downtown boundary										

**Table 30-359.B.—Land Uses**

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Administrative/Professional						
Architectural, design, and engineering services	P	P	P	P	—	—
Attorney/legal services	P	P	P	P	—	—
Banks/financial institutions, credit unions and remote ATMs (stand-alone facilities—without drive-thru)	P	P	P	P	—	—
Banks/financial institutions, credit unions and remote ATMs (with drive-thru)	—	—	M	M	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	<b>Civic Core</b>	<b>Sierra Core</b>	<b>Gateway Core</b>	<b>Mixed-Use Core</b>	<b>Multi-Family Core</b>	<b>Neighborhood Core</b>
Brokerage firms and financial institutions	P	P	P	P	—	—
Exhibit halls and galleries with 15% or less retail sales area	P	P	P	P	—	—
General administrative offices	P	P	P	P	—	—
Government offices	P	P	P	P	—	—
Insurance and accounting offices	P	P	P	P	—	—
Massage/acupressure as primary use	—	—	—	C	—	—
Massage as ancillary use to primary permitted use—less than 40% of gross floor area of business	M	M	M	M	—	—
Real estate, escrow & property management offices	P	P	P	P	—	—
Recording/film studios	M	M	M	M	—	—
<b>Animal Services</b>						
Feed, tackle supplies for large animals	—	—	—	—	—	—
Pet boarding and kennels	—	—	—	C	—	—
Pet grooming	—	—	—	P	—	—
Veterinarian clinic and hospitals (with incidental boarding)	—	—	—	C	—	—
Pet sales and supplies (without outdoor storage)	—	—	P	P	—	—
<b>Alcohol Beverage Sales</b>						
Alcohol sales exclusively for off-site consumption	—	—	M	M	—	—
Bar, Lounge, or Nightclub (with or without live entertainment)	—	M	M	M	—	—
On-site sales in connection w/restaurant ( <u>Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control</u> )(	M	M	M	M	—	—
Restaurant ( <u>Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control</u> ) and café with entertainment and/or dancing	M	M	M	—	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	<b>Civic Core</b>	<b>Sierra Core</b>	<b>Gateway Core</b>	<b>Mixed-Use Core</b>	<b>Multi-Family Core</b>	<b>Neighborhood Core</b>
Manufacturing, including winery or micro-brewery with tasting room and no restaurant	M	M	M	M	—	—
Micro-breweries in connection with restaurant (Brew Pub)	M	M	M	M	—	—
Micro-breweries without tasting room	—	—	—	—	—	—
<b>Educational/Instructional/Day Care Uses</b>						
Adult day care	—	—	—	M	—	—
Children tutorial classes	—	—	—	M	—	—
Colleges—public and private	M	—	M	M	—	—
Schools—elementary, middle, secondary, high, private	—	—	—	M	M	M
Studio—Art, Dance, Martial Arts, Music (School) with greater than 1,500 sq. ft. GFA	—	—	P	P	—	—
Studio—Art, Dance, Martial Arts, Music (School) with less than 1,500 sq. ft. GFA	—	—	P	M	—	—
Licensed nurseries, pre-schools and day care facilities for children	—	—	—	M	—	—
Adult vocational classes, trade schools, computer training	M	—	M	M	—	—
Traffic and automobile driving schools	—	—	—	—	—	—
<b>Food/Restaurants/Eating Establishments</b>						
Bakery—primarily retail sales	P	P	P	P	—	—
Banquet Hall as ancillary use to primary permitted use	M	—	M	—	—	—
Catering services as primary use—may include on-site dining facilities	M	M	M	M	—	—
Ice cream, juice, tea and candy shops	P	P	P	P	—	—
Restaurant/coffee shop with drive thru	—	—	—	—	—	—
Restaurant/coffee shop without drive thru facilities or alcohol sales	P	P	P	P	—	—
Outdoor dining in public right-of-way	p <sup>S</sup>	p <sup>S</sup>	p <sup>S</sup>	p <sup>S</sup>	—	—
<b>General Merchandise/Retail Trade</b>						
Antiques retail sales (excludes pawn shop)	M	M	M	M	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

	<b>Civic Core</b>	<b>Sierra Core</b>	<b>Gateway Core</b>	<b>Mixed-Use Core</b>	<b>Multi-Family Core</b>	<b>Neighborhood Core</b>
Consumer electronics, computer and phone equipment retail sales	P	P	P	P	—	—
Art gallery with retail sales (If retail sales area is less than 15%, see exhibit hall and gallery under Administrative/Professional)	P	P	P	P	—	—
Art supplies, framing	P	P	P	P	—	—
Beauty supplies	P	P	P	P	—	—
Books and magazines	P	P	P	P	—	—
Camera and photographic supplies	P	P	P	P	—	—
Clothing/shoe stores	P	P	P	P	—	—
Cigarette/smoke shops/electronic cigarettes as a primary use	—	—	—	—	—	—
Cigar sales only	P	P	P	P	—	—
Cigar lounge/hookah lounge/smoking room	C	C	C	C	—	—
Consignment clothing sales	C	C	C	C	—	—
<del>Farmer's Market</del>	<del>M<sup>s</sup></del>	<del>M<sup>s</sup></del>	<del>M<sup>s</sup></del>	—	—	—
Convenience stores	—	—	C	C	—	—
Floor covering (carpet, tile, and similar)	—	—	P	P	—	—
Florists	P	P	P	P	—	—
Food/drug store	—	—	P	P	—	—
Fabric stores	—	—	P	P	—	—
Firearms, ammunition, related products, assembly—retail sales	—	—	—	—	—	—
Furniture, office and home furnishings	—	—	P	P	—	—
Garden supply with outdoor display of plants	—	—	P	P	—	—
General merchandise, specialty, gift, craft items, candles, house wares, and variety (non-discount) stores	P	P	P	P	—	—
Hardware/home improvement stores	—	—	P	P	—	—
Health, herbal, botanical stores	P	P	P	P	—	—
Hobby, toy and game	P	P	P	P	—	—
Indoor swap meets/concession malls	—	—	—	—	—	—
Interior decorating, linen, and bath stores	—	—	P	P	—	—
Jewelry sales and repair (excludes pawn shop)	P	P	P	P	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	<b>Civic Core</b>	<b>Sierra Core</b>	<b>Gateway Core</b>	<b>Mixed-Use Core</b>	<b>Multi-Family Core</b>	<b>Neighborhood Core</b>
Leather goods and equipment	P	P	P	P	—	—
Musical instruments	P	P	P	P	—	—
Office supplies/stationery/cards	P	P	P	P	—	—
Sporting goods and equipment (no gun sales)	M	M	M	M	—	—
Thrift stores/second-hand store	—	—	—	P	—	—
<b>Lodging Places</b>						
Bed and Breakfast	M	M	M	M <sup>S</sup>	—	M <sup>S</sup>
Hotels	M	M	M	M	—	—
Motels	—	—	—	—	—	—
<b>Medical/Health Services</b>						
Acute care/walk-in medical services (urgent care)	—	—	—	P	—	—
Ambulance services	—	—	—	—	—	—
Hospitals	—	—	—	—	—	—
Medical/dental/counseling/psychology/hearing aids/acupuncture/homeopathy/physical therapy/sports therapy	M	—	M	P	—	—
Optometry sales	P	P	P	P	—	—
<b>Motor Vehicle Services</b>						
Auto body and painting (primary use)	—	—	—	—	—	—
Auto broker offices	—	—	—	—	—	—
Auto car washes	—	—	—	—	—	—
Auto and motorcycle sales—new and used	—	—	—	—	—	—
Auto rental agencies with parking for vehicle rentals	—	—	—	—	—	—
Auto/motorcycle repair—general, including quick lube, smog check, transmission service	—	—	—	—	—	—
Auto upholstery	—	—	—	—	—	—
Auto car alarm and stereo installation (within an enclosed building only)	—	—	—	—	—	—
Commercial parking facilities and garages	P	P	P	P	—	—
Gas/service station	—	—	C	C	—	—
Gas station with mini mart, car wash and/or restaurant	—	—	C	C	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Truck, trailer and equipment rentals	—	—	—	—	—	—
<b>Personal Services</b>						
Barber, hair/nail/skincare/tanning salon and day spa	M	M	M	P	—	—
Body art (tattooing, body piercing, and/or permanent cosmetics)	C	C	C	P	—	—
Check cashing/deferred deposit or payday advance uses with or without ancillary services	—	—	—	—	—	—
Cemeteries, crematory, mortuary and mausoleums	—	—	—	—	—	—
Dry cleaners/laundry—non-commercial	—	—	—	P	—	—
Fortunetelling	—	—	—	M	—	—
Funeral parlors	—	—	—	—	—	—
Locksmith/key shops	—	—	—	P	—	—
Pawnshops/cash for gold and diamonds (as primary use)	—	—	—	—	—	—
Photography studios	—	—	—	P	—	—
Postal services/mail box rentals	—	—	—	P	—	—
Shoe repair	—	—	—	P	—	—
Tailor and alterations	—	—	—	P	—	—
<b>Public Facilities/Utilities</b>						
Public park	P	P	P	P	P	P
Public maintenance yard and other non-office uses	P	—	M	M	—	—
Public utility structures	M	M	M	M	M	M
<b>Recreation/Entertainment</b>						
Billiards and pool halls	M	M	M	—	—	—
Escape rooms	P	P	P	P	—	—
Game and video arcades	M	M	M	M	—	—
Golf course and driving ranges	—	—	—	—	—	—
Health and fitness clubs	—	—	M	M	—	—
Indoor—amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	M	M	M	M	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Outdoor amusement/recreation/sports fields and courts/skating/batting cages/roller hockey facilities (not within a public park)	—	—	M	M	—	—
Public assembly/auditoriums/meeting halls/religious facilities	C <sup>S</sup>	C <sup>S</sup>	M <sup>S</sup>	M <sup>S</sup>	C <sup>S</sup>	C <sup>S</sup>
Theatres (live stage and movie) and concert halls	M	M	M	M	—	—
<b>Repair Services</b>						
Antique restoration	—	—	—	—	—	—
Equipment and appliance repair	—	—	—	—	—	—
Furniture refinishing	—	—	—	—	—	—
Furniture upholstery	—	—	—	—	—	—
<b>Residential Uses</b>						
Accessory structures	P	P	P	P	P	P
Assisted living facilities	—	—	M	M	C	C
Parolee home	—	—	—	—	—	—
Residential care facility (6 or fewer persons)	—	—	—	—	—	—
Residential care facility (7 or more persons)	—	—	—	—	—	P
Multiple-family development	—	—	—	—	P	P <sup>S</sup>
Residential within mixed-use development having a commercial component (may include senior, affordable, market rate, etc.)	P	P	P	P	—	—
Senior housing	M	M	M	M	M	M
Live/work as a part of a mixed-use development or stand-alone)	P <sup>S</sup>	P <sup>S</sup>	P <sup>S</sup>	P <sup>S</sup>	—	—
Detached, single-family dwellings	—	—	—	P	—	P
Student housing/dormitory/group quarters	—	—	M	M	M	—
Small family childcare (1 to 6 children)	—	—	P	P	P	P
Large family childcare (7 to 14 children")	—	—	—	—	M	P
<b>Service/Non-Profit Organizations</b>						
Civic buildings/uses	P	P	P	P	P	P
Offices for philanthropic, charitable, civic and service organizations	P	P	P	P	—	—

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

	Civic Core	Sierra Core	Gateway Core	Mixed-Use Core	Multi-Family Core	Neighborhood Core
Temporary political campaign offices and headquarters	P	P	P	P	—	—
Miscellaneous						
Industrial uses	—	—	—	—	—	—
Adult-oriented uses	—	—	—	—	—	—
P=Permitted; M = Minor Use Permit; C=Conditional Use Permit; "—"=Not Permitted; "S"=Special use regulations						

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Sec. 30-360. Special use regulations.**

(a) *Bed and breakfast.*

- (1) *Operator.* Bed and breakfast inns shall be operated by the property owner/manager living on the site.
- (2) *Number of rooms.* Bed and breakfast inns shall be limited to a maximum of six guest rooms for lodging, plus accommodations for the property manager/owner.
- (3) *Food service.* Food may only be served to registered overnight guests. Guest room cooking facilities are prohibited.
- (4) *Rental period.* Guest rooms shall not be rented for a period of less than 18 hours nor for a period not to exceed 72 hours.

(b) *Live/work.*

- (1) The commercial component of live/work units are intended for use by the following occupations:

Accountants

Architects

Artists and artisans

Attorneys

Computer software professionals

Consultants

Engineers

Fashion, graphic, interior designers

Hair stylists

Home-based office workers

Insurance and real estate agents

One-on-one instructors photographers

The Director of ~~Community Development~~ Planning may authorize other similar uses/occupations.

- (2) A live/work unit shall not be established or used in conjunction with any of the following activities:

- a. Adult-oriented business, head shops, massage, or similar uses
- b. Entertainment, drinking, and public eating establishments
- c. Veterinary services, including grooming and boarding, and the breeding or care of animals for hire or for sale
- d. Businesses that involves the use of prescription drugs or recreational drugs
- e. Trade or private schools (this excludes private instruction of up to two students at any one time, such as music lessons and tutoring)
- f. Vehicle maintenance or repair (e.g. body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc.)
- g. Storage of flammable liquids or hazardous material beyond that normally associated with a residential use
- h. Welding, machining, or any open flame work

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

- i. Any other activity or use, as determined by the Director of ~~Community Development~~ Planning to not be compatible with residential activities and/or to have the possibility of affecting the health or safety of live/work unit residents, because of the potential for the use to create dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, or would be hazardous because of materials, processes, products, or wastes.
- (3) Occupancy requirement. The residential space within a live/work unit shall be occupied by at least one individual employee in the business conducted within the live/work unit. No portion of the unit shall be sold or rented separately.
- (4) Design standards:
  - a. Residential areas are permitted above the commercial component, to the side or behind the business component, provided that there is internal access between the residential and commercial space.
  - b. The commercial component shall be restricted to the unit and shall not be conducted in the open space, garage, or any accessory structure.
  - c. Floor area requirements. The floor area of the work space shall be between 25 and 50 percent of the total floor area. All floor area other than that reserved for living space shall be reserved and regularly used for working space.
  - d. Separation and access. Each live/work unit shall be separated from other live/work units or other uses in the structure. Access to each live/work unit shall be provided from a public street, or common access areas, corridors, or halls. The access to each unit shall be clearly separate from other live/work units or other uses within the structure.
  - e. Parking. Each live/work unit shall be provided with at least two off-street parking spaces. For areas outside of the downtown area plan, at least one of the two off-street parking spaces shall be accessible to the public. The Director of ~~Community Development~~ Planning may modify this requirement for the use of existing structures with limited parking.
- (5) Operating requirements:
  - a. *Sale or rental of portions of unit.* No portion of a live/work unit may be separately rented or sold as a commercial or industrial space for any person not living in the premises or as a residential space for any person not working in the same unit.
  - b. *On-premises sales.* On-premises sales of goods is limited to those produced within the live/work unit; provided, the retail sales activity shall be incidental to the primary production work within the unit. These provisions shall allow occasional open studio programs and gallery shows.
  - c. *Nonresident employees.* Up to one person who does not reside in the live/work unit may work in the unit at any time.
  - d. *Client and customer visits.* Client and customer visits to live/work units are allowed.
- (6) Changes in use. After approval and construction, a live/work unit shall not be converted to either entirely residential use or entirely business use unless authorized through a separate minor use permit.
- (c) *Outdoor dining in the public right-of-way.* The purpose of the regulations and standards in this section are to allow increased business and pedestrian traffic, encourage appropriate outdoor dining opportunities within public rights-of-way and to ensure that the space used for outdoor dining within the public right-of-way will service a public purpose. This section does not apply to outdoor dining on private property.
  - (1) Location permitted. Outdoor dining areas within the public right-of-way are permitted on all commercially utilized properties, provided all development standards are met.
  - (2) Permits required. It shall be unlawful for any business to use the public sidewalk and/or public right-of-way for outdoor dining without first obtaining a valid minor use permit and encroachment permit.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

- (3) Establishment of an outdoor dining area shall require site plan review and permit issuance. Any person or business wishing to operate an outdoor dining area shall apply for a permit by submitting the following to the City:
- a. The site plan for the proposed outdoor dining area shall include the following:
    - 1. Chairs, tables, umbrellas, planters, signs and any other fixtures and furnishings to be included in the outdoor dining operation.
    - 2. The applicant's primary eating establishment or food court and the proposed circulation to and from the outdoor dining area, as well as pedestrian circulation at the perimeter of the outdoor dining area.
    - 3. The public sidewalk or public right-of-way to be occupied with dimensions of the entire sidewalk or right-of-way and the clearance proposed for pedestrian access.
    - 4. Names of and main entrances to the businesses immediately adjacent to the applicant's eating establishment.
  - b. Specifications and photographs of all proposed chairs, tables, umbrellas, signs, railings, railing connections to the public sidewalk or right-of-way and the adjacent building, or other furnishing.
- (4) Design standards for outdoor dining area:
- a. The outdoor dining area shall be designed to facilitate sit-down dining activity through the utilization of chairs and tables. It shall also be compact and shall be clearly delineated to promote a visual relationship between the dining area and the surrounding pedestrian areas.
  - b. Outdoor dining is permitted only where the sidewalk is wide enough to adequately accommodate both the usually pedestrian traffic in the area and the operation of the proposed activity. A clear, continuous pedestrian path not less than four feet in width shall be required for unimpeded pedestrian circulation outside of the outdoor dining area. The minimum width of said pedestrian path may be increased by the City Engineer in areas requiring public utility access. Pedestrian path means a continuous, obstruction-free sidewalk area between the outside boundary of the dining area and any obstruction including, but not limited to, parking meters, street trees, landscaping, streetlights, bus benches, public art, and curb lines.
  - c. No outdoor dining area shall be located to block access either to or from a building. A minimum unobstructed clearance which extends two feet to either side of both door jambs shall be maintained.
  - d. Where an outdoor dining area is located on a corner, the outdoor dining area shall not be permitted within three feet of the corner of the building, along both frontages. Where an outdoor dining area is located adjacent to a driveway or an alley, the outdoor dining area shall not be permitted within five feet of the driveway or alley. These requirements may be modified at the discretion of the City Engineer or Director of ~~Community Development Planning~~ in locations where the sidewalk adjacent to the proposed outdoor dining area is wider than usual, where the perimeter of the building has an unusual configuration, or where public safety is at risk.
  - e. The floor of the outdoor dining area shall be at the same level as the sidewalk, and no alterations to the sidewalk or coverings on the sidewalk shall be permitted, unless expressly approved by the City Engineer.
  - f. The permittee shall not expand its outdoor dining area onto the sidewalk frontage of an adjacent business.
  - g. An outdoor dining area may be located directly adjacent to another outdoor dining area. No separation between outdoor dining areas shall apply.
  - h. In no case shall an outdoor dining area be located directly to parking, unless separated by a landscape barrier at least four feet deep and three feet high.

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

**(Additions shown in underline, deletions shown in ~~strikeout~~):**

- i. The design and appearance of all proposed improvements or furniture, including, but not limited to, tables, chairs, benches, umbrellas, and planters, to be placed in the sidewalk dining area shall present a coordinated and concerted theme and shall be compatible with the appearance and design of the principal building.
  - j. A perimeter barrier shall be provided for the outdoor dining area. However, no barrier shall be required if the applicant proposes to limit the outdoor dining area to one row of tables and chairs abutting the wall of the establishment and if no alcohol will be served outside.
  - k. All barriers shall complement the building façade as well as any street furniture and shall be between 24 inches and 36 inches in height.
  - l. Barriers shall be removable. Barriers need not be removed each evening or night, but shall be capable of being removed, if needed, using recessed sleeves and posts, or by wheels that can be locked into place.
  - m. Barriers shall be able to withstand inclement weather and 100 pounds of horizontal force at the top of the barriers when in their fixed positions.
  - n. Objects placed on the sidewalk shall not interfere with or obstruct line-of-sight and shall maintain a clear sight triangle.
  - o. Any umbrellas, heater, or similar feature used in an outdoor dining area shall be safely secured. All heaters shall be in compliance with applicable fire code.
  - p. Outdoor lighting fixtures shall complement the style of the site. Lighting fixtures shall not create glare to pedestrians on the adjacent right-of-way and shall illuminate only the outdoor dining area. Outdoor lighting may be installed on the façade of the building or in the dining area in front of the façade.
  - q. Signage advertising alcohol products on umbrellas shall be prohibited.
- (5) Parking. Space used for outdoor dining in the public right-of-way shall not be added to the gross square footage of the food service establishment when calculating parking requirements.
- (6) Standards of operation:
- a. The management of the eating establishment shall be responsible for operating the outdoor dining area and shall not delegate or assign the responsibility.
  - b. Hours of operation for the outdoor dining areas are to coincide with those of the associated indoor restaurant. When the establishment ceases serving food for the day, further seating in the outdoor dining area shall be prohibited and the outdoor dining area shall close when the patrons already seated in it leave.
  - c. The operator shall not permit the following outside of the building: food preparation, utensils, glasses, napkins, and condiments on unoccupied tables, bus service stations, or trash and garbage storage. All exterior surfaces within the outdoor dining area shall be easily cleaned and shall be kept clean at all times by the permittee.
  - d. The permittee shall maintain the outdoor dining area and the adjoining street, curb, gutter, and sidewalk in a neat, clean, and orderly condition at all times. This shall include all tables, chairs, benches, displays, or other appurtenances placed in the public right-of-way. Provisions shall be made for trash receptacles to service the sidewalk dining area. The operator shall remove the debris to a closed receptacle. No debris shall be swept, washed, or blown into the sidewalk, gutter or street.
  - e. Awnings and umbrellas shall be kept clean and in good condition at all times. Umbrellas shall not advertise alcohol products.
  - f. Musical instruments or sound reproduction systems are permitted in outdoor dining areas but shall be maintained at sufficiently low volumes so as not to adversely affect the neighboring businesses, residents, or users of the public right-of-way beyond the outdoor dining area, or in violation of the City of Fontana Noise Ordinance.
  - g. Fixtures and equipment approved by the City pursuant to an outdoor dining area permit may remain in and on the sidewalk during such time that an outdoor dining permit is in effect.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- h. Upon revocation or termination of an outdoor dining permit, all fixtures and equipment shall immediately be removed from the sidewalk, and the sidewalk returned to its original condition.
- i. No bar serving alcohol shall be allowed in the outside dining area.
- (7) Special closures. The City of Fontana shall have the right and power, acting through the City Manager or his/her designee, to prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems or conflicts in the use of the sidewalk or right-of-way area. Such problems or conflicts may arise from, but are not limited, festivals, parades, marches and similar events, repairs and widening of the streets or sidewalks, or emergencies occurring in the area. To the extent possible, the permittee shall be given prior notice of any time period during which the operation of the outdoor dining area or the outdoor dining area shall be prohibited by the City.
- ~~(d) *Farmers Market.* A farmers’ market may be conducted on private property or in the public right-of-way, provided it carried on in accordance with the following limitations, and provided an approved minor use permit is granted:~~
  - ~~(1) The operation of the farmers market shall be conducted by a for-profit or nonprofit organization or by a local governmental agency.~~
  - ~~(2) An established set of operating rules addressing the governance structure of the market, hours of operation, and days of the week, maintenance, and security requirements shall be permitted and approved under the minor use permit application and site plan.~~
  - ~~(3) A minor use permit, a master site plan, as well as the signed set of conditions of approval, shall be posted in a conspicuous place at the market site.~~
  - ~~(4) The organization responsible for governing or operating the farmers market shall obtain a business license and shall post the business license in a conspicuous place at the site.~~
  - ~~(5) At least 51 percent of the vendors displaying inventory of the products sold in each farmers market are selling fresh fruits and vegetables.~~
  - ~~(6) Fifteen percent or fewer vendors are non-food vendors (i.e. handmade crafts, art exhibits, informational booths, etc.)~~
  - ~~(7) All market signage shall be submitted and approved under the minor use permit.~~
  - ~~(8) The organization governing or operating the farmers market shall provide access to adequate sanitary facilities, including restrooms and/or portable sinks and toilets.~~
  - ~~(9) Operation of the farmers market shall not obstruct the safe flow of vehicular or pedestrian traffic on or around the market site.~~
  - ~~(10) The sale of, or consumption of, alcohol beverages on the market site is prohibited.~~
  - ~~(11) The sale of second-hand merchandise is prohibited.~~
  - ~~(12) Portable shelters (e.g.: EZ Up Shelters) with an area no larger than ten feet by ten feet are allowed in designated market areas. Any shelter larger than ten feet by ten feet must be approved under the minor use permit application.~~
  - ~~(13) Animals, other than law enforcement dogs and assistance animals for the disabled are not allowed on the market site.~~
  - ~~(14) A commercial cannabis business shall not be permitted pursuant to this section.~~
  - ~~(15) The Director of Community Development shall have the authority to determine other market activities, in addition to those specifically listed in this article, which may be permitted, or conditionally permitted, in his or her judgment supported by specific written findings.~~

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

(~~ed~~) *Public assembly/auditoriums/meeting halls/religious facilities.*

- (1) When this use is proposed within an existing developed property such as a retail shopping center and the parking standards cannot be met, a parking impact study shall be performed. It shall include the following information:
  - a. Existing and proposed site plan
  - b. Transit, cycling and walking environment
  - c. Current parking inventory
  - d. Current land uses
  - e. Existing traffic conditions
  - f. Description of proposed land use including square footage
  - g. Calculation of required parking for proposed project based on current standards
  - h. Document availability of on street and shared parking opportunities
  - i. Calculation of peak parking demand based on proposed project land use
  - j. Document recommended parking to be provided (based on analysis with and without shared parking and other demand reduction factors)
  - k. Provide maps to summarize and illustrate
- (2) The completed parking impact study shall be submitted to the planning division for review. City staff will assess the study recommendations based on a standard alternative compliance application review process. This process includes the following criteria:
  - a. Review criteria. To approve an exception to the standard, the Director of ~~Community Development~~ Planning must first find that the proposed project accomplishes the general purposes of the applicable section(s) of the land use code. In reviewing the request for an exception to the standard parking ratio and in order to determine whether such request is consistent with the purposes of this subsection, as required above, the decision maker shall consider the following:
    1. The anticipated number of employees or residents occupying the building
    2. The number and frequency of expected customers or clients
    3. The availability of nearby on-street parking (if any)
    4. The availability of shared parking with abutting, adjacent or surrounding land uses (if any)
    5. The provision of purchased or leased parking spaces in a municipal or private parking lot meeting the requirements of the city
    6. Travel demand management programs (if any)
    7. Any other factors that may be unique to the applicant's development request.
- (3) The Director of ~~Community Development~~ Planning shall not approve an exception to the parking standard unless it:
  - a. Does not detract from continuity, connectivity and convenient proximity for pedestrians between or among existing or future uses in the vicinity
  - b. Minimizes the visual and aesthetic impact along the public street of the proposed increased parking by placing parking lots to the rear or along the side of buildings, to the maximum extent feasible
  - c. Minimizes the visual and aesthetic impact of such additional parking on the surrounding neighborhood
  - d. Creates no physical impact on any facilities serving alternative modes of transportation
  - e. Creates no detrimental impact on natural areas or features
  - f. Maintains handicap parking ratios in compliance with current ADA requirements

(~~fe~~) *Vehicle sales and service.*

**"EXHIBIT A"**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- (1) *Outdoor display.* No vehicles shall be displayed with their hoods open, except in the display building, which shall be an enclosed structure. Balloons, spinners, pennants, banners, and other wind-blown devices are prohibited.
  - (2) *Orientation and screening, service bays.* Service bay doors shall be located perpendicular to the street fronting the site and shall be screened from all other streets and adjacent residential development.
  - (3) *Outdoor intercoms.* Outdoor amplification of sound shall not be audible beyond the property lines.
  - (4) *Orientation, main building.* The structure shall be street-oriented, with pedestrian entrances from the street.
- (gf) *Schools.*
- (1) Drop off/pick up area. The project shall include designated area(s) for drop off and pick up of students to prevent off site cueing and traffic congestion.
  - (2) A proposed school shall not operate in a commercial complex.
- (hg) *Restaurant/coffee shop with drive thru.*
- (1) The maximum front building setback of ten feet shall not apply when a drive-thru lane is placed adjacent to a street. The maximum ten-foot setback shall apply to the drive-thru lane instead of the building.
  - (2) All buildings that include a drive-thru use shall be required to provide an outdoor patio area with permanent shade, tables and seating. The minimum size of the patio area shall be 20 percent of the total building square footage.
- (Ord. No. 1828, § 8(Exh. A), 5-12-20; Ord. No. 1846, § 2, 11-10-20; Ord. No. 1865, § 8(Att. 2), 3-23-21; Ord. No. 1899, § 6, 7-26-22)

**Sec. 30-489. Uses permitted.**

- (a) *Uses by zoning district.* Table No. 30-489, lists the uses permitted in each of the commercial and mixed-use zoning districts. A "P" indicates a use is permitted by right subject to design review by the Planning Commission, administrative site plan review by the Director of ~~Community Development Planning~~ Community Development Planning, or regulatory permit issued by the City, an "M" indicates the use requires the granting of a minor use permit approved by the Director of ~~Community Development Planning~~ Community Development Planning, a "C" indicates the use requires the granting of a conditional use permit approved by the Planning Commission, and "—" means the use is not permitted in that zoning district.
- (b) *Uses subject to specific requirements.* Permitted uses marked with an asterisk "\*" indicate that the use is subject to special use regulations in Chapter 33, Section 30-491 and Chapter 15 of the Municipal Code. Conditional uses are subject to the provisions in Section 30-492.
- (c) Uses marked with a superscript \*\* indicate that the requirement pertains to parcels with frontage along Foothill Boulevard between Ilex Street to Maple Avenue

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

<b>Table No. 30-489 Allowed Uses within Commercial Zoning Districts</b>			
<b>Use</b>	<b>C-1</b>	<b>C-2</b>	<b>RMU</b>
<b>Retail Sales</b>			
Adult Businesses	P*	P*	—
Antique Shop	P	P	P
Automobile Sales Agency with or without Incidental Repair and Sales Display Area	—	C	C
Automobile Supply Store (no machine shop)	P	P	P
Bakery Goods Store	P	P	P
Bar, Cocktail Lounge	C	C	C
Bicycle Shop	P	P	P
Boat Sales with Incidental Repair and Sales Display Area	—	C	C
Book Store	P	P	P
Building Materials, Retail Sale of (if contained within a completely enclosed building)	—	P	P
Building Materials with Outdoor Storage	—	<u>—**/P*</u>	P*
Blueprinting Establishment	—	P	P
Cannabis Retailer, Storefront (with City Permit)	P*	P*	—
Caterer	P	P	P
Clothing Store	P	P	P
Computer Store	P	P	P
Convenience Store	P	P	P
<del>Cyber</del> Cafes ( <u>Cyber, Animal, Gaming</u> )	<u>P**/C</u>	<u>P**/C</u>	C
Department Store	—	P	P
Discount Store	P	P	P
Drugstore	P	P	P
Electrical Supply Store	P	P	P
Feed Store	C	M	—
Florist Shop	P	P	P
Furniture Store	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Garden Furniture and Supplies Store	P*	P*	P*
Glass or Mirror Store	P	P	P
Grocery, Fruit, Vegetable, Meat, Fish, Poultry, or Delicatessen Store,	P	P	C
Hardware Store	P*	P*	P*
Hobby Supplies Store	P	P	P
Home Furnishing Store	P	P	P
Household Appliance Store	P	P	P
Ice Cream Store	P	P	P
Ice Storage Locker (if not more than five-ton capacity)	P	P	P
Interior Decorating Shop	P	P	P
Jewelry and Coin Store	P	P	P
Liquor Store	C	C	C
Micro-Brewery	—	C	C
Newsstand	P	P	P
Novelties Store	P	P	P
Nursery, Plant (includes statuary sales)	P*	P*	P*
Paint and Wallpaper Shop	P	P	P
Pawn Shop	—	C	C
Pet Boarding	—	M	—
Pet Shop	P	P	P
Plumbing Supply Store	—	P	P
Radio, Television, and Small Electrical Appliance Shop (including repair when incidental to retail sales)	P	P	P
Restaurant, Café, Excluding Those Having Dancing and/or Floorshows. Alcohol Beverages are not Permitted.	P*	P*	P*
Restaurant and Café with Entertainment and/or Dancing. Alcohol Beverages Permitted. <u>(See Section 30-492 For Alcohol Beverage Sales)</u>	C*	C*	C*
Restaurant, Café, Without Entertainment and/or Dancing. Alcohol Beverages Permitted. (See Section 30-492 For Alcohol Beverage Sales)	€	€	€
Restaurant, Drive-Thru and Take Out	P*	P*	P*
Secondhand Store	—	P	P
Shoe Store	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in ~~strikeout~~):**

Smoke/Tobacco Shop and Vape Shop	C	C	C
Sporting Goods Store	P	P	P
Swap Meet (Indoor/outdoor)	—	—	—
Tattoo Establishments	P*	P*	P*
Trailer and Mobile Home Sales and Rental	—	P*	C
Truck and Trailer Sales (Valley Boulevard only)	—	C	—
Wholesale Auto Sales (requires one stall)	C	C	—
Warehousing Sales, Retail	C	P*	P*
Warehousing Sales, Wholesale	—	C	P*
<b>Business and Professional Offices</b>			
Administrative and Professional Offices Involving no Retail Trade	P	P	P
Art Gallery	P	P	P
Financial Institution	P	P	P
Clinic, Medical or Dental, Acupuncture ( <u>Not Acute and Urgent Care</u> )	P	P	P
Convention Centers	—	—	P
Government Offices	P	P	P
Medical Laboratory	—	P	P
Optician	P	P	P
Pharmacy	P	P	P
Radio/Television Studio (with transmitter)	—	C	C
Studio (without transmitter)	P	P	P
Studios for Professional Work or Teaching of Any Form Of Fine Art	P	P	P
<b>Service Establishments</b>			
Ambulance Service	P	P	P
Animal Hospital	M	P	C
Animal Hospital (w/ Boarding)	—	M	—
Assembly/Meeting Hall For, Private Clubs, Religious Services, or Similar Uses	C	C	C
Automobile Fueling Station	C	C	C
Automobile and Truck Rental, Two-Ton, Single Unit Maximum	—	C	C
Automobile/Vehicle Body and Fender Repair Shop	—	C	C

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Automobile/Vehicle Repair	C	C	C
Automotive Custom Repair (includes lowering and lifting)	C	C	C
Automotive Stereo, Alarm and Upholstery Installation	C	M	M
Automobile Wash	—	M	M
Barber Shop or Beauty Parlor	P	P	P
Chemical substance abuse facility	C	C	C
Cleaners	P*	P*	P*
Clothing and Costume Rental Establishment	P	P	P
Community Care Facility	C	C	C
Community Center	C	C	C
Construction Trailer (Temporary Use Permit)	P*	P*	P*
Convalescent Hospital	M	M	C
Copying, Packing and Mailing Services	P	P	P
Day Care—Commercial	M	M	M
Day Care—Commercial (24-hour)	—	C	C
Depot—Bus	—	P*	P*
Depot—Railway, Park-and-Ride	—	P	P
Dressmaker or Millinery Shop	P	P	P
Equipment Rental	<u>—**/—</u>	<u>—**/P*</u>	P*
Fortune-Telling	P	P	P
Hospitals, <u>Acute, and Urgent Care</u>	<u>—**/—</u>	<u>—**/M</u>	M
Hotels	—	C	C
Laundromat, Self Service	P	P	P
Locksmith	P	P	P
Machine Shop	<u>—**/—</u>	<u>—**/C</u>	C
Masseur or Masseuse, Day Spa, Acupressure	—	C	C
Self-Storage Facility	—	C	C
Mortuaries	—	C	C
Library	P	P	P

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Museums	P	P	P
Motel	—	C	C
Music and Vocal Instruction	P	P	P
Nursing Home	M	M	C
Parks	P	P	P
Photographer	P	P	P
Pick-Up Truck Rated Over One Ton (carrying weight), Commercial Truck or Van, or Trailer Rental	—	C	C
Picture Framing Store	P	P	P
Post office	M	M	M
Printer, Blueprint Shop	—	P	P
Private Schools	C	C	C
Public Utility Structures and Facilities	M	M	M
Publishing Establishments	—	P	P
Repair Shop for Household Appliances	<u>—</u> **/P	<u>—</u> **/P	P
Schools Such as Business Colleges, Music Conservatories, Dancing Schools, and Other Schools That Offer Training In Non-Industrial Professions	P	P	P
Stenographic Services	P	P	P
Swimming Pool, Commercial	P	P	P
Sign Shop in Enclosed Structure	—	P	P
Tailor	P	P	P
Telephone Answering Service or Exchange	P	P	P
Ticket Agency, Travel Bureau	P	P	P
Tire Shop	—	C	C
Truck Repair Service	—	—	—
Truck Storage Yard	—	—	—
Upholstery Shop	<u>—</u> **/—	<u>—</u> **/P	P
Wedding Chapel	P	P	P
<b>Amusement Establishments</b>			

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use	P	P	P
Amusement Park	<u>P**/—</u>	<u>P**/C</u>	C
Arcades—Pinball, Video, and the Like	<u>P**/—</u>	<u>P**/C</u>	C
Archery Range	<u>P**/—</u>	<u>P**/C</u>	C
Baseball; Batting Range	<u>P**/—</u>	<u>P**/C</u>	C
Bowling Alley	<u>P**/C</u>	<u>P**/C</u>	C
Boxing Arena	<u>P**/—</u>	<u>P**/C</u>	C
<u>Banquet hall</u>	<u>C**/—</u>	C	C
Golf, Driving Range, Miniature, Pitch and Putt	<u>P**/—</u>	<u>P**/C</u>	C
Gymnasiums, Health Spas, or Physical Culture Establishments Under 4,000 Square Feet in Floor Area	P	P	P
Gymnasiums, Health Spas, or Physical Culture Establishments Over 4,000 Square Feet in Floor Area	<u>P**/C</u>	<u>P**/C</u>	C
Nightclub	<u>C**/—</u>	C	C
Pool Hall, Billiard Center	C	C	C
Skating Rink, Roller or Ice	<u>P**/C</u>	<u>P**/C</u>	C
Smoking Lounge, Hookah Lounge, Vapor Lounge, E-Lounge (allowed only as a secondary use to a full-service restaurant)	C	C	C
Theater, Indoor	<u>P**/C</u>	<u>P**/C</u>	C
Indoor Playground/Recreation	P	P	P
Residential Uses			
Senior Housing	M	M	M
Multiple-Family Dwellings with an Area Plan			C
<b>Other Uses</b>			
Animal Kennel	—	C	C
Animals, Small—Keeping and Raising	P*	P*	P*
Antenna, Transmitting	C	C	C
Cemetery and Related Uses	—	M	C
Construction Trailer	P*	P*	P*
Home Occupation	P*	P*	P*

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

Homeless Shelters	—	—	—
Emergency Shelter Subject to the activation of an Emergency Operation Center	P	P	P
Metal Storage Containers (temporary storage only with a temporary use permit)	P*	P*	P*
Museum and Art Galleries	<u>P**</u> /—	<u>P**</u> /M	M
Parking Lots (not related to use on same property)	—	P	P
Parking Structures	—	P	P
Research and Development	—	P	P

**Sec. 30-492. – Conditional use permit and minor use permit regulations.**

All uses marked with a "C" or "M" in Table No. 30-459, must comply with the conditional use permit or minor use permits procedural requirements outlined in Article II, Divisions 12 and 13 of this chapter. In addition, certain conditional uses must comply with the specific development and operational standards outlined below.

\*\*\*

- (7) *Alcohol beverage sales.* Any use that engages in on-site or off-site retail sales of alcohol beverages and that is required to operate under a State Alcohol Beverage Control (ABC) license shall be subject to the approval of conditional use permit or minor use permit. A conditional use permit or minor use permit shall be required for the following actions:

<b>Table No. 30-492.C</b> <b>Alcohol Beverage Sales</b>	
An application for a new ABC license	€
<u>Sit down restaurant (Bona fide Public Eating Place as Defined by the Department of Alcohol Beverage Control) for properties with frontage along Foothill Boulevard between Ilex Street to Maple Avenue</u>	<u>P</u>
<u>All other areas</u>	<u>C</u>
Any change in the type of existing ABC license with existing CUP	€
<u>Sit down restaurant (Bona fide Public Eating Place as Defined by the Department of Alcohol Beverage Control) for properties with frontage along Foothill Boulevard between Ilex Street to Maple Avenue</u>	<u>P</u>
<u>All other areas</u>	<u>C</u>
Any increase of floor area in an ABC licensed establishment	C
<u>Sit down restaurant (Bona fide Public Eating Place as Defined by the Department of Alcohol Beverage Control) for properties with frontage along Foothill Boulevard between Ilex Street to</u>	<u>P</u>

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

<u>Maple Avenue</u>	
<u>All other areas</u>	<u>C</u>
Any change in operating conditions from what was originally imposed by the City or by ABC, including, but not limited to, any change of hours of operation or entertainment	C
A request to establish live entertainment or dancing in an ABC licensed establishment	C
Any ABC licensed establishment not previously possessing a conditional use permit when there is an ownership change	C

a. Location requirements.

1. In judging requests for alcohol beverage sales, of particular concern will be the physical relationship and proximity of the proposed use to that of similar uses on the same or surrounding sites; the compatibility of the proposed use with neighboring uses (i.e., schools, parks, religious institutions, hospitals and other similar uses), and that no adverse effect on public health, safety or welfare will be created.
2. A business where a new conditional use permit is requested, other than for a renewal or ownership transfer, for the sale of liquor should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility, and other similar uses.
3. The proposed use shall not be incompatible with the adjoining uses as it relates to noise, debris, traffic, storage, design and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.
4. All light standards shall be located so that lighting does not directly shine into adjoining residential properties. Any light pole within the parking area shall have a concrete or similar support base constructed to withstand light vehicle collisions.
5. The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located.
  - i. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.
  - ii. Any such liquor sales use or similar use being established for the first time shall have no entrance or exit located within 100 feet of a residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken or unless the entrance or exit is separated from the residentially zoned property by a public street.

b. Alcohol product sales requirements.

1. The licensee shall not sell single bottles of wine in less than 750 ml. containers. Specialty or dessert wines which are only packaged in 375 milliliter bottles shall be permitted.
2. No distilled spirits shall be sold in bottles or containers smaller than 375 ml.
3. The sale of beer or malt beverages in single size containers of 40 ounces or less is prohibited.
4. The licensed premise shall not sell individual units of beer or wine from the manufacturer's multi-unit packages (three-packs, four-packs, six-packs, etc.).

c. In the event the Director of ~~Community Development~~ Planning has determined that a party holding a conditional use permit at a given location is in violation of the conditions of the permit the Planning Commission, through the public hearing process, shall have the authority to

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

terminate the conditional use until such time as the property has been brought into compliance and the applicant establishes that those conditions have been met.

\*\*\* The remaining portions of Section 30-492 shall remain unchanged

**ARTICLE IX. OVERLAY DISTRICTS**

\*\*\*

**DIVISION 11. ENTERTAINMENT CENTER OVERLAY DISTRICT**

**Sec. 30-663.4. Applicability.**

The Entertainment Center Overlay District shall apply to all properties within the boundaries as depicted in the maps under Section 30-663.6 of this Division. The regulations established in this overlay district amend certain provisions of this Zoning and Development Code, as expressly set forth within this Division. Compliance with the Zoning and Development Code and the West End Specific Plan is required. Where inconsistencies arise between the Zoning and Development Code and the West End Specific Plan, the regulations of this overlay district shall govern.

**Sec. 30-663.5. Purpose and intent.**

- (a) The Entertainment Center Overlay District is intended to create entertainment destinations that attracts both residents and tourists, thereby enchanting the City’s economic vitality and cultural appeal. Targeting these Planning areas for commercial/entertainment development along with public art generates visits, foot traffic, economic activity and contribute to placemaking.
- (b) The standards and requirements are intended to provide direction to developers within the overlay district to encourage themed entertainment areas to create a sense of place where patrons visit and gather. The requirement of this overlay establishes uses that are conducive to commercial/entertainment along with City of Fontana/Route 66 branding while maintaining flexibility for individual expression and imaginative design solutions.

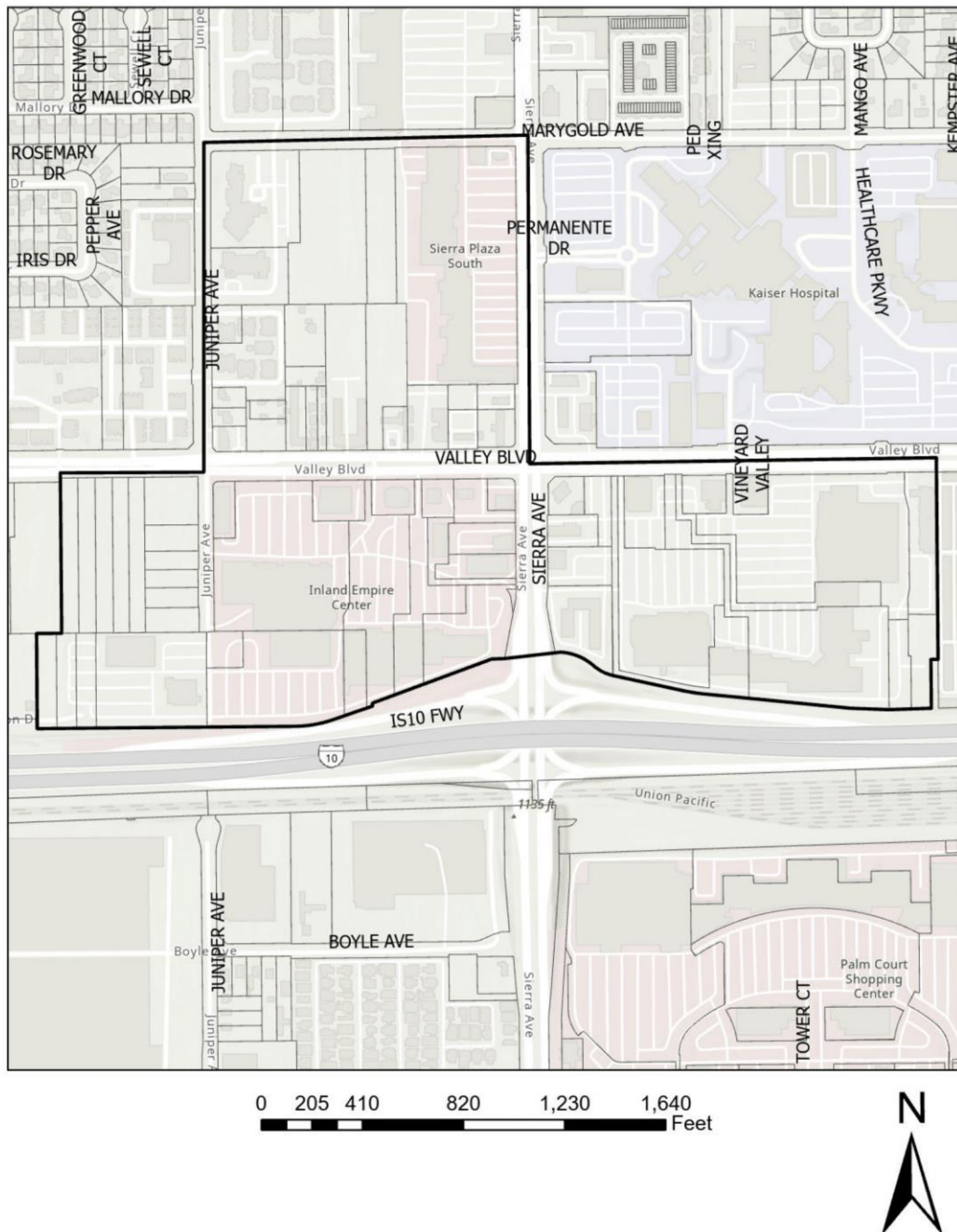
**Sec. 30-663.6 Entertainment center overlay district boundary.**

The maps entitled Planning Areas 1-3 is adopted as a part of this overlay district (Figures 1-3) and defines the boundaries of the three (3) planning areas.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Figure 1:**

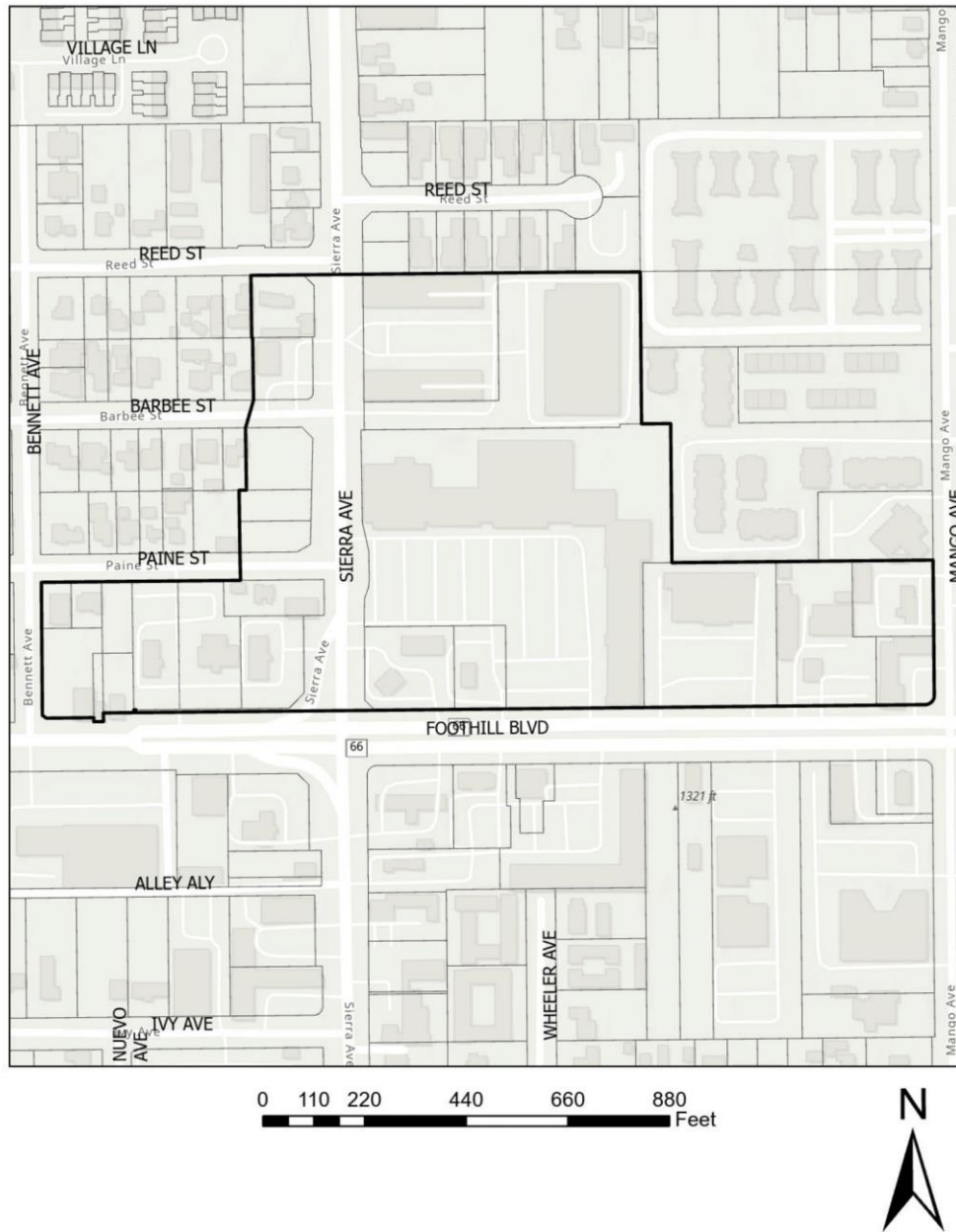
**Planning Area 1**  
**Valley Blvd & Sierra Ave**



**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Figure 2:**

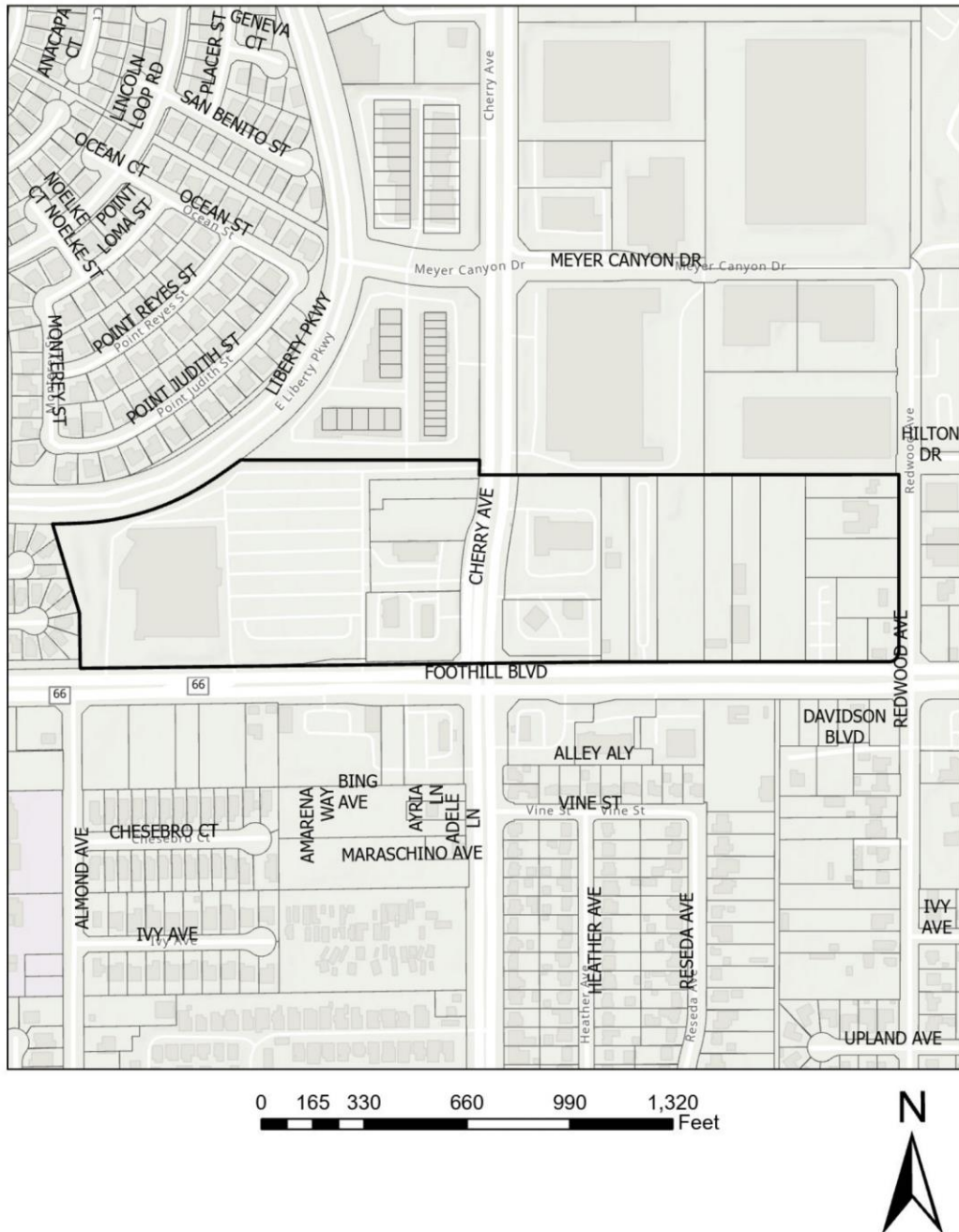
**Planning Area 2**  
**Foothill Blvd & Sierra Ave**



**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Figure 3:**

**Planning Area 3**  
**Foothill Blvd & Cherry Ave**



**"EXHIBIT A"**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Sec. 30-663.7. Permitted uses.**

- (1) Uses marked with an asterisk "\*" indicate that the use is not permitted on the ground floor for building(s) that are developed with two or more floors.
- (2) Planning Area 1 Valley Boulevard and Sierra Avenue Areas.
  - a. Principal Permitted uses.
    1. Administrative & Professional Offices\*
    2. Alcohol Beverage Sales
      - a. On-Site Sales (with sit down restaurant - Bona fide Public Eating Place)
    3. Antiques Retail Sales (excludes pawn shop and subleases)
    4. Art Gallery
    5. Bakery (with primary retail sales)
    6. Cannabis (See Chapter 33)
    7. Cigar Sales Only (excludes Smoke Shops)
    8. Florist
    9. Food Hall/Food Court
    10. Hotels
    11. Jewelry Sales and Repair (excludes Pawn Shops)
    12. Medical Services:
      - a. Acupuncture\*
      - b. Counseling or Psychology\*
      - c. Dermatology\*
      - d. Hearing Aids\*
      - e. Homeopathy\*
      - f. Medical/ or Dental\* (Excludes Acute Care, Surgery Centers, Urgent Care, and Hospitals)
      - g. Optometry Sales\*
      - h. Physical Therapy\*
      - i. Sports Therapy\*
    13. Multi-Family/Mixed Use Development\* (Only allowed if permitted by underlying zone)
    14. Museums and Galleries
    15. Personal Services:
      - a. Barber or Hair Salon\*
      - b. Body Art (tattooing, body piercing, and/or permanent cosmetics)\*

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30  
(Additions shown in underline, deletions shown in strikeout):**

- c. Day Spa
  - d. Med Spa\*
  - e. Nail Salon\*
  - f. Skin Care\*
16. Pet Sales and Supplies (without Outdoor Storage)
17. Recreation and Entertainment
- a. Batting Cages
  - b. Bowling
  - c. Billiards and Pool Halls
  - d. Commercial Recreation (i.e. Tennis, Go-Kart, Miniature Golf)
  - e. Escape Rooms
  - f. Game Rooms and Amusement Arcades
  - g. Health and Fitness Clubs
  - h. Hobby Supply Stores
  - i. Roller Hockey Facilities
  - j. Skating
18. Restaurant without Drive Thru Facilities (including Cafes, Ice Cream Shop, Confectionary/Dessert Shop, and Similar)
19. Retail Sales/General Merchandise
20. Sporting Goods and Equipment (excludes Gun Sales)
21. Studio:
- a. Art
  - b. Cooking Classes
  - c. Dance Classes
  - d. Martial Arts
  - e. Music School
  - f. Recording/Film\*
  - g. Pilates, Yoga, Barre
22. Theatres (Live Stage and Movie) and Concert Halls
23. Other similar uses which the Director of Planning finds compatible with the permitted uses described herein, consistent with the purpose and intent of the planning area and not a of a type to affect adversely the use of adjoining properties. Application for determination of similar uses shall be submitted to the Planning Department for review and consideration.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

b. Minor Use Permit uses.

1. Alcohol Beverage Sales
  - a. On-Site Sales: Bar, Lounge, or Nightclub (with or without Entertainment)
  - b. Off-Site Sales (no Tasting Room) No Convenience Store
  - c. On or Off-Site Sales (with Tasting Room) No Convenience Store
  - d. Micro-Brewery with tasting room
  - e. Micro-Winery with tasting room
  - f. Micro-Distillery (Spirits) with tasting room
2. Café (Cyber, Animal, Gaming)

c. Conditionally Permitted uses.

1. Cigar Lounge/Hookah Lounge/Smoking Room
2. Massage/Acupressure\*
3. Nightclub
4. Public Assembly/Auditoriums/Meeting Halls/Religious facilities

(3) Planning area 2— Foothill Boulevard and Sierra Avenue

a. Principal Permitted uses.

1. Administrative & Professional Offices
2. Alcohol Beverage Sales
  - a. On-Site Sales (with sit down restaurant - Bona fide Public Eating Place)
3. Antiques Retail Sales (excludes Pawn Shop and subleases)
4. Art Gallery
5. Bakery (with primary retail sales)
6. Cannabis (See Chapter 33)
7. Cigar Sales only (excludes Smoke Shops)
8. Florist
9. Food Halls/Food Court
10. Hotels
11. Jewelry Sales and Repair (excludes Pawn Shops)
12. Medical Services:
  - a. Acupuncture

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

**(Additions shown in underline, deletions shown in strikeout):**

- b. Counseling or Psychology
- c. Dermatology
- d. Hearing Aids
- e. Homeopathy
- f. Medical/ or Dental (Excludes Acute Care, Surgery Centers, Urgent Care, and Hospitals)
- g. Optometry Sales
- h. Physical Therapy
- i. Sports Therapy
- 13. Multi-Family/Mixed Use Development\* (Only allowed if permitted by underlying zone)
- 14. Museums and Galleries
- 15. Personal Services:
  - a. Barber or Hair Salon
  - b. Body Art (tattooing, body piercing, and/or permanent cosmetics)\*
  - c. Day Spa
  - d. Med Spa
  - e. Nail Salon
  - f. Skin Care
- 16. Pet Sales and Supplies (without outdoor storage)
- 17. Recreation and Entertainment
  - a. Batting Cage
  - b. Bowling
  - c. Billiards and Pool Halls
  - d. Commercial Recreation (i.e. Tennis, Go-Kart, Miniature Golf)
  - e. Escape Rooms
  - f. Game Rooms and Amusement Arcades
  - g. Health and Fitness Clubs
  - h. Hobby Supply Stores
  - i. Roller Hockey Facilities
  - j. Skating
- 18. Restaurant without Drive Thru Facilities (including Cafes, Ice Cream Shop, Confectionary/Dessert Shop, and similar)
- 19. Retail Sales/General Merchandise

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

20. Sporting Goods and Equipment (excludes Gun Sales)

21. Studio:

- a. Art
- b. Cooking Classes
- c. Dance Classes
- d. Martial Arts
- e. Music School
- f. Recording/Film
- g. Pilates, Yoga, Barre

22. Theatres (Live Stage and Movie) and Concert Halls

23. Other similar uses which the Director of Planning finds compatible with the permitted uses described herein, consistent with the purpose and intent of the planning area and not a of a type to affect adversely the use of adjoining properties. Application for determination of similar uses shall be submitted to the Planning Department for review and consideration.

b. Minor Use Permit uses.

1. Alcohol Beverage Sales

- a. On – Site Sales: Bar, Lounge, or Nightclub (with or without Entertainment)
- b. Off-Site Sales (no Tasting Room) No Convenience Store
- c. On or Off-Site Sales (with Tasting Room) No Convenience Store
- d. Micro-Brewery with tasting room
- e. Micro-Winery with tasting room
- f. Micro-Distillery (Spirits) with tasting room

2. Café (Cyber, Animal, Gaming)

c. Conditionally Permitted uses.

1. Cigar Lounge/Hookah Lounge/Smoking Room

2. Massage/Acupressure

3. Nightclub

4. Public Assembly/Auditoriums/Meeting Halls/Religious Facilities

(4) Planning area 3 — Foothill Boulevard and Cherry Avenue

a. Principal Permitted uses.

1. Administrative & Professional Offices

2. Alcohol Beverage Sales

**"EXHIBIT A"**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**

**(Additions shown in underline, deletions shown in strikeout):**

- a. On-Site Sales (with sit down restaurant - Bona fide Public Eating Place)
- 3. Antiques Retail Sales (excludes Pawn Shop and subleases)
- 4. Art Gallery
- 5. Bakery (with primary retail sales)
- 6. Cannabis (See Chapter 33)
- 7. Cigar Sales Only (excludes smoke shops)
- 8. Florist
- 9. Food Hall/Food Court
- 10. Hotels
- 11. Jewelry Sales and Repair (excludes Pawn Shops)
- 12. Medical Services:
  - a. Acupuncture
  - b. Counseling or Psychology
  - c. Dermatology
  - d. Hearing Aids
  - e. Homeopathy
  - f. Medical/ or Dental (Excludes Acute Care, Surgery Centers, Urgent Care, and Hospitals)
  - g. Optometry Sales
  - h. Physical Therapy
  - i. Sports Therapy
- 13. Multi-Family /Mixed Use Development \* (Only permitted if allowed by underlying zone)
- 14. Museums and Galleries
- 15. Personal Services:
  - a. Barber or Hair Salon
  - b. Body Art (tattooing, body piercing, and/or permanent cosmetics)
  - c. Med Spa
  - d. Nail Salon
  - e. Skin care
  - f. Day Spa
- 16. Pet Sales and Supplies (without Outdoor Storage)
- 17. Recreation and entertainment

**“EXHIBIT A”**

**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30  
(Additions shown in underline, deletions shown in strikeout):**

- a. Bowling
  - b. Batting Cages
  - c. Billiards and Pool Halls
  - d. Commercial Recreation (i.e. Tennis, Go-Kart, Miniature Golf)
  - e. Escape Rooms
  - f. Game Rooms and Amusement Arcades
  - g. Health and Fitness Clubs
  - h. Hobby Supply Stores
  - i. Other Indoor or Outdoor Amusement (i.e., Go-Kart, Miniature Golf)
  - j. Roller Hockey Facilities
  - k. Skating
  - 18. Restaurant without Drive Thru Facilities (including Cafes, Ice Cream Shop, Confectionary/Dessert shop, and similar)
  - 19. Retail Sales/General Merchandise
  - 20. Sporting Goods and Equipment (excludes Gun Sales)
  - 21. Studio
    - a. Art
    - b. Cooking Classes
    - c. Dance Classes
    - d. Martial Arts
    - e. Music School
    - f. Recording/Film
    - g. Pilates, Yoga, Barre
  - 22. Theatres (Live Stage and Movie) and Concert Halls
  - 23. Other similar uses which the Director of Planning finds compatible with the permitted uses described herein, consistent with the purpose and intent of the planning area and not a of a type to affect adversely the use of adjoining properties. Application for determination of similar uses shall be submitted to the Planning Department for review and consideration.
- b. Minor Use Permit uses.
- 1. Alcohol Beverage Sales
    - a. On – Site Sales: Bar, Lounge, or Nightclub (with or without Entertainment)
    - b. Off-Site Sales (no Tasting Room) No Convenience Store
    - c. On or Off-Site Sales (with Tasting Room) No Convenience Store

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- d. Micro-Brewery with tasting room
- e. Micro-Winery with tasting room
- f. Micro-Distillery (Spirits) with tasting room
- 2. Café (Cyber, Animal, Gaming)
- c. Conditionally Permitted uses.
  - 1. Cigar Lounge/Hookah Lounge/Smoking Room
  - 2. Restaurant Drive-Thru Food Establishment
  - 3. Massage/Acupressure
  - 4. Nightclub
  - 5. Public Assembly/Auditoriums/Meeting Halls/Religious Facilities

**Sec 30-663.8. Public Art Purpose and intent.**

- (1) Purpose and intent. Public art are key factors and an important aspect of creating and contributing to a sense of place and themed areas. The purposed and intent of public art is:
  - a. To promote an identity/sense of place for each planning area in the Entertainment Center Overlay District;
  - b. To preserve and enhance the appearance of Fontana a place to live and recreate and as an attraction to visitors who come to visit, shop, eat, or recreate; and
  - c. To set forth a coordinated theme for the overlay districts by requiring an Administrative Site Plan review.

**Sec. 30-663.9. Public Art.**

- (1) Public Art Definition. Artwork intended for public display and accessible to the general public prepared by an Artist. Decorative or functional elements which are designed by the building architect as opposed to an artist are not considered art. Artwork includes but is not limited to a painting, mural, inscription, stained glass, fiber work, statue, relief or sculpture, monument, fountain, arch, or other structures intended for ornament or commemoration. Also included in this definition is any installation that is technological in nature or includes carvings, murals, mosaics, mobiles, photographs, drawings, collages, prints, crafts, both decorative and can include clay, fiber, wood, metal, glass plastics, and other materials. Works of art shall be permanent.
- (2) Applicability: All development projects located within Entertainment Center Overlay District that is subject to a Design Review is required to provide Public Art or pay a public art fee.
- (3) Application Submittal Requirements. An Administrative Site Plan, Minor application is required for the installation of public art. The Administrative Site Plan, Minor application for the public art shall be submitted in conjunction with the Planning Entitlements to develop the site and completion of the

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

public art shall be completed prior to Certificate of Occupancy. As a part of the applications the following items shall be submitted:

- a. Landscape and/or site plans indicating the location and orientation of the on-site artwork that integrates the artwork into the overall project design;
- b. A sample, model, photograph or drawings of the proposed on-site artwork;
- c. Material samples and finishes if appropriate;
- d. The artist's resume and portfolio of past work, which demonstrates competency with the materials and forms proposed for the on-site artwork proposal;
- e. A written statement by the artist describing the on-site artwork, as well as a discussion of the manner in which the proposed on-site artwork meets the findings established by 30-663.9(6);
- f. A maintenance plan for the maintenance of the on-site artwork; and
- g. Any such additional information or material as may be required by the Planning Director.

**(4) Requirements for Public Art:**

- a. Planning Area 1 — Valley Boulevard and Sierra Avenue Areas. Artwork in Planning Area 1 is required to contribute to Fontana historical agricultural or steel mill (Henry J. Kaiser's) themes.
- b. Planning area 2 — Foothill Boulevard and Sierra Avenue and Planning area 3 — Foothill Boulevard and Cherry Avenue. Artwork in Planning areas 2 and 3 shall incorporate a Route 66 theme.
- c. Public art can incorporate elements that also serve a specific function (such as fencing, railing, lighting, or gates) but in order to be considered public art, they must be designed by a professional visual artist and custom fabricated for the site and visible from public views.
- d. Materials, structural and surface components that are inherently resistant to theft, vandalism, weathering, and excessive maintenance or repair costs shall be utilized.
- e. Location: Public art must be located in areas clearly visible from the public street or sidewalk, in publicly accessible outdoor areas, or public accessible lobby areas.

**(5) Disqualifying characteristics for Public Art:**

- a. Directional elements such as super graphics or signage are not allowed except where these elements are: integral parts of the original artwork, executed by the artist in unique or limited editions, contribute to a Route 66/Fontana theme as required in the Planning areas as required in Section 30-663.10 (3)a and b.

**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

- b. Artwork that incorporates the tenant/business logos, branding, images, text or other elements that relate directly to a specific business’s or organization’s branding or marketing themes is not permitted.
- c. Art objects which are mass-produced and of standard design such as playground equipment, trellises, or fountain pieces are not permitted.
- d. Decorative or functional elements which are designed by the building architect as opposed to an artist are not permitted.
- e. Landscape design except where it is designed by an artist and is integral part of the artwork are not permitted.
- f. Temporary art exhibitions are not permitted.

(6) Findings of Approval for Administrative Site Plan, Minor:

- a. The artist has demonstrated qualifications to complete the proposed on-site artwork with the highest professional standards.
- b. The artwork contributes to the themes and meetings the requirements of Sec. 30-663.9(4).
- c. There is sufficient public visibility and accessibility to the on-site artwork, and the proposed on-site artwork is compatible with and harmonious with the development project and surrounding environment.
- d. The proposed on-site artwork is durable and cost effective to maintain using ordinary methods of maintenance.
- e. The budget for the proposed on-site artwork and any in-lieu fees proposed by the applicant is equivalent to or exceeds the required program allocation.

(7) All property owners are responsible for maintaining the artwork in clean, undamaged condition for the lifetime of the artwork.

(8) Public art example:

a. **Figure 1:**



**“EXHIBIT A”**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikeout):**

**Sec. 30-727. Design principles.**

The following sign design principles shall be used as criteria for review and approval of design review sign applications by the responsible reviewing body:

- (1) *Architectural compatibility.* A sign (including its supporting structures, if any) shall be designed as an integral design element of a building's architecture and shall be architecturally compatible, including in terms of color and scale, with any building to which the sign is to be attached and with surrounding structures. Where more than one sign is provided, all signs shall be complementary to each other.
- (2) *Character context.* A sign shall be sensitive in context to nearby uses in terms of height, sign type, quality, and type of illumination, as well as other factors that may be defined by the Director of ~~Community Development Planning~~.
- (3) *Downtown character.* Where a sign is located within the boundaries of downtown, new signs shall contribute to an integrated appearance of the district. Character-defining treatments shall include:
  - a. Use of pedestrian-oriented projecting and suspended signs.
  - b. Use of floor inlay signs or graphic projection signs, which are allowed only in downtown.
  - c. Use of sign colors and materials that are coordinated with building architecture.
- (4) *Route 66 character.* ~~Where a sign is located on historic Route 66 (properties with frontage on Foothill Boulevard), new signs are encouraged to contribute to an integrated appearance of the district. Character-defining treatments shall include:~~ As part of the Design Review or Administrative Site Plan entitlement for development of properties located on the historic Route 66 (Foothill Boulevard), Route 66 themed signage shall be incorporated for one sign per property in the following locations:
  - Southeast Corner of Ilex Street and Foothill Boulevard
  - Properties at the intersection of Cherry Avenue and Foothill Boulevard
  - Properties north of the intersection of Beech Avenue and Foothill Boulevard
  - Properties at the intersection of Citrus Avenue and Foothill Boulevard
  - Properties at the intersection of Sierra Avenue and Foothill Boulevard
  - Properties at the intersection of Alder Avenue and Foothill Boulevard
  - Properties at the intersection of Maple Avenue and Foothill Boulevard

Character-defining treatments shall include:

- a. Sign design that is consistent with and reminiscent of historic Route 66 signage.
- b. Use of approved Route 66 logo on signs of at least 24 inches in height.
- c. Use of sign colors and materials that are coordinated with building architecture.
- d. Character-defining treatments can include Route 66 theme signage exceeding the maximum sign area, including height, with Planning Commission approval.

**"EXHIBIT A"**  
**AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30**  
**(Additions shown in underline, deletions shown in strikethrough):**



- (5) *Legibility.* Signs shall be designed to provide clear, legible information that indicates the proposed sign's purpose. The size and proportion of the elements of the sign's message—including logos, letters, icons and other graphic images—shall be selected based on the average distance and average travel speed of the viewer. Sign messages oriented toward pedestrians shall be smaller than those oriented toward motor vehicle drivers.
- (6) *Readability.* A sign message shall be easily recognized and designed in a clear, unambiguous, and concise manner so that a viewer can understand or make sense of what appears on the sign. Colors chosen for the sign text and/or graphics shall have sufficient contrast with the sign background to be easily read during both day and night.
- (7) *Visibility.* A sign shall be readily distinguishable from its surroundings so a viewer can easily see the information it communicates.
- (8) *Graphic interest.* Sign colors and materials shall be selected to contribute to legibility and design integrity.

## NOTICE OF DETERMINATION

TO:	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM:	Public Agency/Lead Agency Name:  <b>City of Fontana</b>  Address:  <b>8353 Sierra Ave, Fontana CA 92335</b>  Contact: <b>Rina Leung</b> Phone: <b>(909) 350-6555</b>
			Email: <b>rleung@fontanaca.gov</b>
TO:	San Bernardino - County Clerk (Include County name)  Address: 222 W Hospitality Lane 1 <sup>st</sup> Floor, San Bernardino, CA 92415	Lead Agency (if different from above)	
<input checked="" type="checkbox"/>		Address:	
		Contact:	
		Phone:	

**SUBJECT:** Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (If submitted to SCH):  <b>2016021099</b>
Project Title: <b>Master Case No. 25-0011 and Municipal Code Amendment No. 25-0001</b>
Project Applicant (include address, telephone number and email address):  <b>Rina Leung (Senior Planner), Planning Department, City of Fontana, 8353 Sierra Avenue, Fontana, CA 92335, (909) 350-6555, rleung@fontanaca.gov</b>
Specific Project Location – Identify street address and cross street or attach a map showing project site (preferably a USGS 15' or 7 ½' topographical map identified by quadrangle name):  <b>The Entertainment Center Overlay District (Planning Area 1 – Approximately 119 acres generally located at the intersection of Valley Boulevard and Sierra Avenue; Planning Area 2 – Approximately 27 acres generally located north of the intersection of Foothill Boulevard and Sierra Avenue; and Planning Area 3 - Approximately 37 acres generally located north of the intersection of Foothill Boulevard and Cherry Avenue.</b>  <b>Form Based Code (FBC - Downtown Gateway and Route 66 Gateway) and Commercial Zoning Districts revisions are generally located along Foothill Boulevard.</b>

<p><b>Form Based Code (FBC - Sierra Gateway and Valley Gateway) revisions are generally located along Sierra Avenue from Randall Avenue to I-10 freeway and along Valley Boulevard between Cypress Avenue to Alder Avenue.</b></p> <p><b>Other changes and amendments to this Zoning and Development Code as described above in the project description are to be implemented Citywide.</b></p>
<p>General Project Location (City and/or County): <b>City of Fontana, County: San Bernardino</b></p>
<p>Project Description: <b>A Municipal Code Amendment to establish an Entertainment Center Overlay District that includes three (3) Entertainment Center Planning Areas along with regulations. Other changes include revisions to the land use tables in Form Based Code (FBC) and Commercial Zoning Districts for parcels that have frontage along Foothill Boulevard between Ilex Street to Maple Avenue and along Sierra Avenue from I-10 to Foothill Boulevard to: restrict certain auto/light industrial related uses, allow by right certain entertainment/recreational uses, modify regulations for Alcoholic Beverage Sales to allow by right for on-site alcoholic beverage sales license to restaurants, and modify the requirements for farmers markets. The amendment also revises the nonconforming provisions and include requirements for Route 66 signage on Foothill Boulevard. The Ordinance for this amendment - Master Case No. 25-0011 and Municipal Code Amendment No. 25-001 is exempt pursuant to Sections 15162, 15164, and 15183 the California Environmental Quality Act (CEQA) because this Municipal Code Amendment that establishes an Overlay along with modifications in the Zoning and Development Code that limits, modify, and clarifies uses in commercial areas, and requires public art along with branding/signage is consistent with the Fontana General Plan and General Plan Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) that was certified by City Council on November 13, 2018 and it anticipated the development of commercial/recreation uses in existing commercially designated areas</b></p>
<p>Identify the person or entity undertaking the project, including any private applicant, any other person undertaking an activity that receives financial assistance from the Public Agency as part of the project, and any person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the project.</p>

This is to advise that the (☒ Lead Agency or ☐ Responsible Agency) has approved the above described project on **May 13, 2025** and has made the following determinations regarding the above described project:

1.	The project [ <input type="checkbox"/> will <input checked="" type="checkbox"/> will not] have a significant effect on the environment.
2. <input checked="" type="checkbox"/>	An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency. <b>The proposed amendments are consistent with the certified Fontana General Plan Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) that was certified by City Council on November 13, 2018 as the proposed amendments will have no new or more severe significant environmental effect “peculiar to” the Ordinance for the amendments than discussed in the certified EIR and will have no significant off-site and cumulative impacts not discussed in that EIR, and all applicable mitigation measures in the certified EIR will be undertaken. Thus, this project qualifies for an exemption from the California Environmental Quality Act (CEQA) specifically Public Resources Code 20183.3 and CEQA Guidelines Section 15183.</b>
3. <input type="checkbox"/>	A Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
4. <input type="checkbox"/>	A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA and reflects the independent judgment of the Lead Agency.
5. <input type="checkbox"/>	Mitigation measures [ <input type="checkbox"/> were <input checked="" type="checkbox"/> were not] made a condition of the approval of the project.
6. <input type="checkbox"/>	A Mitigation Monitoring or Reporting Plan [ <input type="checkbox"/> was <input checked="" type="checkbox"/> was not] adopted for this project.
7. <input checked="" type="checkbox"/>	A Statement of Overriding Considerations [ <input type="checkbox"/> was <input checked="" type="checkbox"/> was not] adopted for this project.
8. <input checked="" type="checkbox"/>	Findings [ <input checked="" type="checkbox"/> were <input type="checkbox"/> were not] made pursuant to the provisions of CEQA.
	This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to General Public at:

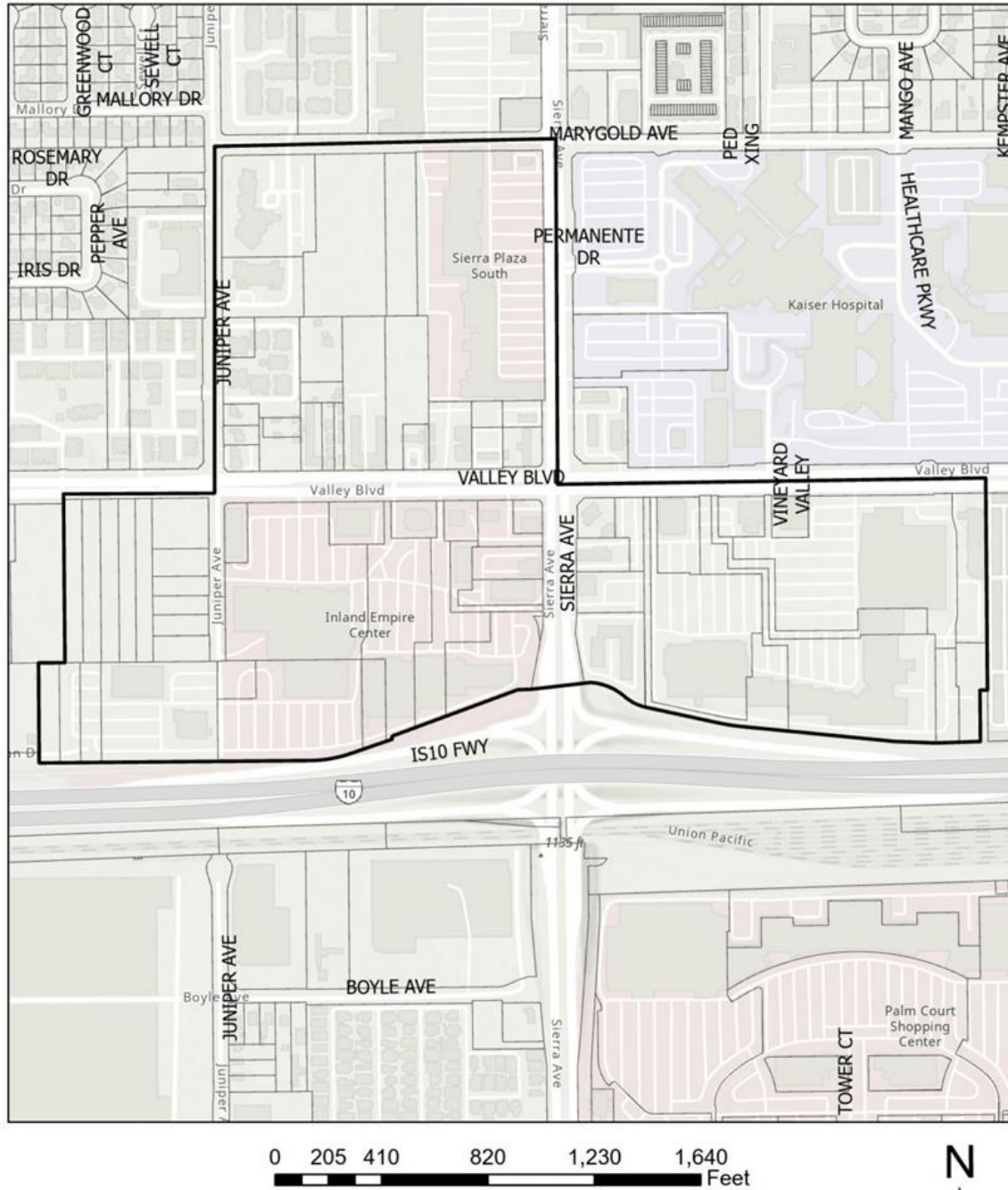
	Custodian:  <b>City of Fontana – Planning Department</b>	Location:  <b>City of Fontana – Planning Department</b>  <b>8353 Sierra Avenue</b>  <b>Fontana, Ca. 92335</b>
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<b>Date:</b>	_____ <b>DiTanyon Johnson</b> <b>Planning Manager</b>
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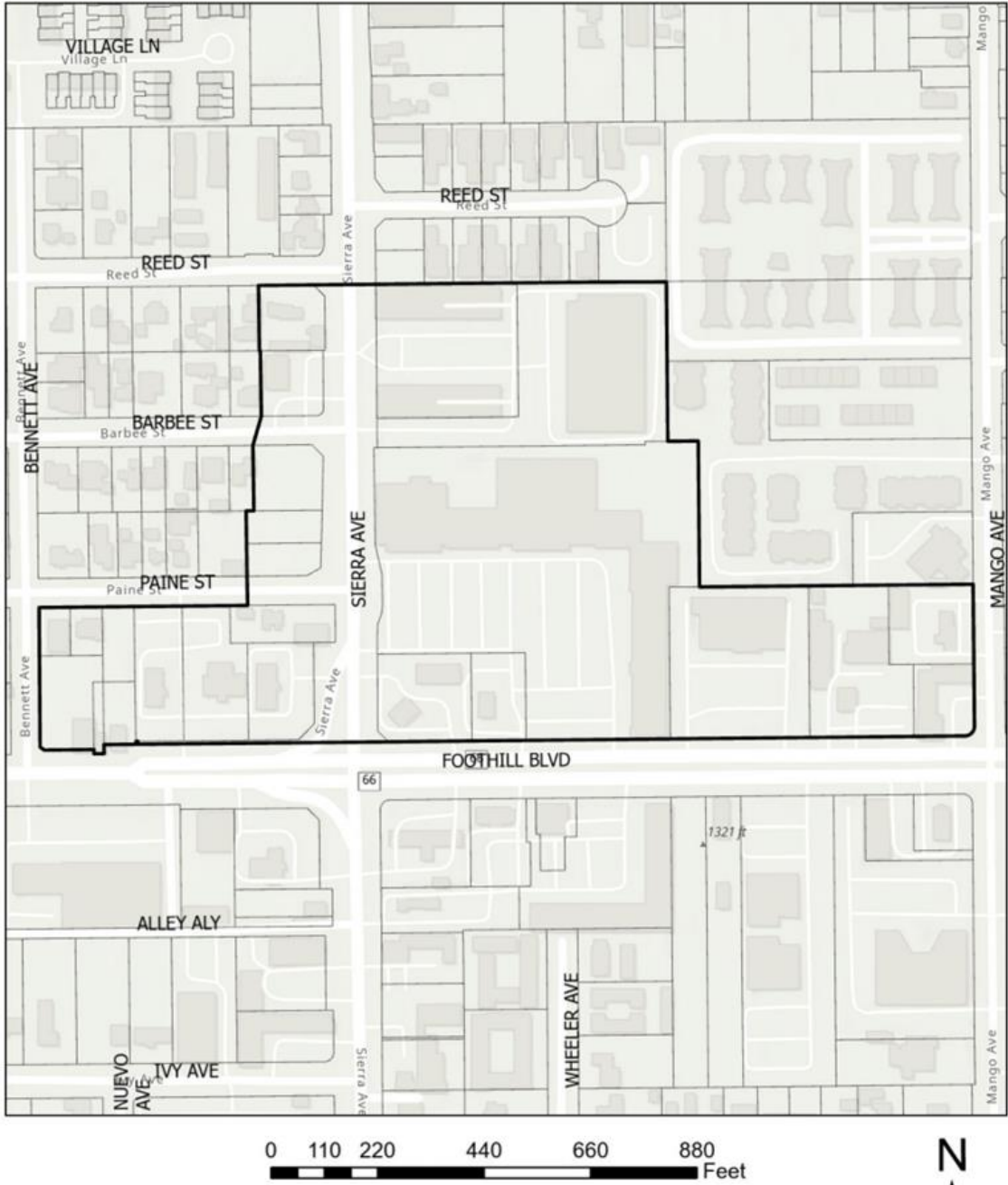
<b>Clerk’s File Stamp:</b>
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Authority cited: Sections 21083, Public Resources Code.  
Reference Section 21000-21174, Public Resources Code.

# Planning Area 1 Valley Blvd & Sierra Ave



# Planning Area 2 Foothill Blvd & Sierra Ave



# Planning Area 3 Foothill Blvd & Cherry Ave



0 165 330 660 990 1,320 Feet





FONTANA  
CALIFORNIA

## NOTICE OF PUBLIC HEARING

***SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.***

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

**MASTER CASE NO. 25-0011: MUNICIPAL CODE AMENDMENT (MCA) NO. 25-001**

**Fontana Entertainment Center Overlay District and other Amendments to the Zoning and Development Code**

The proposed project for a Municipal Code Amendment to establish an Entertainment Center Overlay District that includes three (3) Entertainment Center planning areas at key intersections (Planning Areas 1-3) to: restrict uses to entertainment, recreation, and retail uses; modify requirements for Alcohol Beverage Sales to allow by right for On-site alcohol beverage sales licenses for restaurants (Bone fide Public Eating Place); include a requirement for public art. Other changes include revisions to the land use tables in Form Based Code (FBC) Districts (Downtown Gateway, Sierra Gateway, Route 66 Gateway, and Valley Gateway) and Commercial Zoning Districts to: restrict light industrial related uses; allow by right certain entertainment/recreational uses; modify regulations for Alcohol Beverage Sales to allow by right for on-site alcohol beverage sales licenses for restaurants (Bone fide Public Eating Place); and modify the permit type for farmers markets by replacing the existing permit type with a Temporary Use Permit. The amendment also proposes to further restrict automobile related (auto sales, auto repair, auto washes, gas stations, and auto rentals) uses in the Sierra Gateway and Valley Gateway Districts in the FBC, revise the nonconforming provisions, and include requirements for Route 66 signage along Foothill Boulevard.

**Environmental  
Determination:**

The project is Exempt pursuant to Sections 15162, 15164, and 15183 of the California Environmental Quality Act (CEQA) Guidelines and Section 7 of the City of Fontana's 2019 Local Guidelines the proposed project that establishes an Overlay with planning areas and requirements along with modifications in the Zoning and Development Code that limits, modifies, clarifies uses in commercial areas, and requires art/signage that is consistent with the Fontana General Plan and General Plan Environmental Impact Report (FEIR) (State Clearinghouse [SCH] No. 2016021099) that was certified by City Council on November 13, 2018, and it anticipated the development of commercial/recreation uses.

**Location of  
Property:**

The Entertainment Center Overlay District (Planning Area 1 – Approximately 119 acres generally located at the intersection of Valley Boulevard and Sierra Avenue; Planning Area 2 – Approximately 27 acres generally located north of the intersection of Foothill Boulevard and Sierra Avenue; and Planning Area 3 - Approximately 37 acres generally located north of the intersection of Foothill Boulevard and Cherry Avenue (Maps of the planning areas can be viewed at: [www.fontanaca.gov/2610/Public-Hearing-Notices](http://www.fontanaca.gov/2610/Public-Hearing-Notices)).

Form Based Code (FBC - Downtown Gateway and Route 66 Gateway) and Commercial Zoning Districts revisions are generally located along Foothill Boulevard.

Form Based Code (FBC - Sierra Gateway and Valley Gateway) revisions are generally located along Sierra Avenue from Randall Avenue to I-10 freeway and along Valley Boulevard between Cypress Avenue to Alder Avenue.



Other changes and amendments to this Zoning and Development Code as described above in the project description are to be implemented Citywide.

**Date of  
Hearing:**

May 13, 2025

**Place of  
Hearing:**

City Hall Council  
Chambers  
8353 Sierra Avenue  
Fontana, CA 92335

**Time of  
Hearing:**

2:00 P.M.

Should you have any questions concerning this project, please contact Rina Leung, Senior Planner, at (909) 350-6566 or email at [rleung@fontanaca.gov](mailto:rleung@fontanaca.gov).

ANY INTERESTED PARTY MAY PROVIDE INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

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