

# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335



## Regular Agenda

Ord. No. 1985 Reso. No. 2026-017

Tuesday, March 24, 2026

2:00 PM

Steelworkers' Auditorium

## 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*

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

Welcome to a meeting of the Fontana City Council. Meetings are held at the Steelworker's Auditorium 8437 Sierra Avenue, Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Steelworker's Auditorium is wheelchair accessible, and a portable microphone is available. Upon request, this agenda will be made available in appropriate alternative forms to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990. Any person with a disability who requires accommodation to participate in a meeting should direct such a request to the City Clerk's Office at (909) 350-7602 at least 48 hours before the meeting, if possible. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office.

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 Steelworker's Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworker's Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworker's Auditorium, you may be subject to a metal detector screening. The City Manager retains the discretion to grant any exemptions. Fontana aims to provide safe buildings for our community members, employees, and visitors.

**CALL TO ORDER/ROLL CALL:**

- A. Call To Order/Roll Call:

**INVOCATION/PLEDGE OF ALLEGIANCE:**

- A. Invocation/Pledge of Allegiance:

**SPECIAL PRESENTATIONS:**

- A. Special Presentations

- A. Mayor Warren and City Council to recognize San Bernardino County Fire Captain, Jim Grigoli on his retirement. [26-0881](#)

**PUBLIC COMMUNICATIONS:**

This is an opportunity for members of the public to address the City Council for up to three (3) minutes total on items either on the Agenda or items not on the Agenda, but within the City Council's jurisdiction. Note that Public Hearing items have individual and specific public input

opportunities during the public hearing and testimony on those items will only be taken during the public hearing. The Council is prohibited by law from discussing or taking immediate action on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

#### A. Public Communications

### CONSENT CALENDAR:

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

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

#### A. Approval of Minutes [26-0879](#)

Approve the minutes of the March 10, 2026, Regular City Council Meeting.

**Attachments:** [Attachment No. 1- City Council Meeting Minutes 03-10-2026.pdf](#)

#### B. Approve the Task Order for Phase II of the Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project (City Hall; SQ-87-DE-19-92). [26-0824](#)

1. Approve and authorize the City Manager to enter into the Task Order with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Phase II of the Geotechnical Engineering, Materials Testing Services and Building Envelope Testing Services for the City Hall Renovation Project (Request for Proposals SQ-87-DE-19-92) in the amount of \$554,325.00.
2. Approve and authorize the City Manager to enter into future Amendments to the Task Order for the Phase II of the Geotechnical Engineering Testing Services and Building Envelope Testing Services for City Hall Renovation not to exceed \$55,400.

**Attachments:** [Attachment No. 1 - Vicinity Map.pdf](#)  
[Attachment No. 2 - Task Order Exhibits.pdf](#)

#### C. Approval of a Purchase Order with Complete Paperless Solutions for the digitization of planning project files for purposes of permanent records retention. [26-0852](#)

1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and,

2. Approve a Purchase Order with Complete Paperless Solutions in the amount of \$220,000 for the digitization of approximately 1.25 million sheets of Planning project paper files that are to be kept for permanent record retention; and,
3. Authorize the City Manager, or designee, to enter into all related documents and take any actions necessary to carry out the intent of this approval.

**Attachments:** [Attachment No. 1 - Backfile Scanning Business Services Planning Department](#)  
[Attachment No. 2 - Menifee PSA Complete Paperless Solutions](#)

**D. Final Acceptance of Zeco, Inc's work for the Southridge Dog Parks (East and West) Project (Bid No. DE-25-97-SB) [26-0856](#)**

Accept as complete the work performed by Zeco, Inc. for the Southridge Dog Parks (East and West) Project (#37200008 and #37200009).

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

**E. Police Department Monthly Information Update [26-0858](#)**

Accept the Police Department monthly information update for January 2026.

**Attachments:** [Attachment No. 1- January 2026 Report for City Council Rev2.pptx](#)

**F. Award a Construction Contract for the City Hall Renovation Project - Phase II (City Hall; Bid No. DE-26-91-SB) [26-0859](#)**

Award bid and authorize the City Manager to enter into a construction contract with Swinerton Builders for the construction of the City Hall Renovation Project - Phase II (City Hall) in the amount of \$49,422,000.00 and authorize a 10% contingency in the amount of \$4,942,200.00 (Bid No. DE-26-91-SB).

**Attachments:** [Attachment No. 1 - Vicinity Map.pdf](#)  
[Attachment No. 2 - Bid Results.pdf](#)  
[Attachment No. 3 - Bid Detail.pdf](#)

**G. Approve Fifth Contract Change Order for Asphalt Grind and Overlay Paving for the Construction of Traffic Signal at Duncan Canyon Road and Citrus Avenue, as Part of the Reimbursement Agreement with HDO4, LLC [26-0866](#)**

1. Approve fifth contract change order for asphalt grind and overlay paving for the construction of traffic signal at Duncan Canyon Road and Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.
2. Approve appropriation and allocate the amount of \$31,194.08 from Fund

604 - Measure T.

**Attachments:** [Attachment No. 1 - CONTRACT CHANGE ORDER 5 - Ventana Traffic Signal Improvements.pdf](#)  
[Attachment No. 2 - EXHIBIT - Ventana Traffic Signal Improvements - Asphalt Grind and Overlay.pdf](#)

- H. Approve an Increase in Construction Contingency for FY 2024/2025 Citywide Pavement Rehabilitation Project (DE-25-102-SB) [26-0867](#)**

Approve and authorize the City Manager to increase the construction contingency amount by \$300,000.00, for a total contingency amount of \$747,652.83 (DE-25-102-SB).

**Attachments:** [Attachment No. 1- Maloof Ave CO Pricing.pdf](#)  
[Attachment No. 2- Maloof Ave Plans.pdf](#)

- I. Amendment No. 1 to a Settlement Agreement between the City of Fontana and Prime Point Property Corp. [26-0872](#)**

Approve the amendment to a 2019 Settlement Agreement between the City of Fontana and Prime Point Property Corp regarding the use of properties located at 15252, 15244, 15170, 15132 Valley Boulevard, and 9987 Fontana Avenue (APNs: 0235-072-09, -10, -11, -12, and 0235-063-15).

**Attachments:** [\[DRAFT\] Amendment No. 1 to Settlement Agreement with Prime Point Property Corp](#)

- J. Approve Release of K-9 Unit Dog "Goose" and Accompanying K-9 Equipment to His Handler, Mark Wyrick [26-0873](#)**

Approve and Authorize City Manager to enter into a contract PD-26-107-MS between the City of Fontana and Mark Wyrick to release K-9 dog "Goose" and accompanying K-9 dog equipment, including a kennel, transportation kennel, custom fit muzzle, Dogloo, and two leashes to the handler.

**Attachments:** [Attachment No. 1- K-9 Goose Contract.docx](#)

- K. Approve Donations of Dog "Chico" and Present and Future Accompanying K-9 Dog Equipment from Fontana Police K-9 Pals, a California Nonprofit Corporation [26-0874](#)**

Approve the donation of the dog "Chico" from Fontana Police K-9 Pals, a California nonprofit corporation, to the City of Fontana in order for "Chico" to become part of the Fontana Police Department's K-9 Unit. Approve present and future accompanying K-9 dog equipment from Fontana Police K-9 Pals to support the Fontana Police Department's K-9 Unit operations.

- L. Consideration of Joint Powers Agreement (JPA) Participation in the San Bernardino Regional Housing Trust [26-0875](#)**

**(SBRHT)**

1. Approve **Resolution No 2026-017**, a resolution of the City Council of Fontana authorizing participation in the Joint Powers Authority (JPA) for the establishment of the San Bernardino Regional Housing Trust.
2. Allow City Manager, or City Manager's designee, to enter into the agreement and any necessary amendments and related documents to implement the project.

**Attachments:** [Attachment No. 1- Resolution Member Agency Approval of JPA.docx](#)  
[Attachment No. 2- JPA Agreement.docx](#)

**M. Approval of Environmental Permit Agreements and Environmental Mitigation Purchase for the Building A Better Connected Inland Empire (RAISE) Project** [26-0883](#)

1. Authorize the City Manager, or City Manager's designee, to enter into permit agreements for the Building A Better Connected Inland Empire (RAISE) Project.
2. Authorize the City Manager, or City Manager's designee, to purchase environmental mitigation credit from the appropriate mitigation banks for the Building A Better Connected Inland Empire (RAISE) Project.
3. Authorize the City Manager, or City Manager's designee, to enter any future amendments to the agreements for the Building A Better Connected Inland Empire (RAISE) Project.
4. Authorize the City Manager, or City Manager's designee, to enter into any and all utility agreements and any related items on behalf of the City of Fontana for the Building A Better Connected Inland Empire (RAISE) Project.

**Attachments:** [Attachment No. 1- Draft Streambed Alteration Agreement.pdf](#)  
[Attachment No. 2- Soquel Canyon Mitigation Credit Quote.pdf](#)

**N. Prohousing Incentive Program Resolution Authorizing Submittal of Application and Other Grant Related Documents** [26-0884](#)

1. Adopt **Resolution No. 2026-018**, a resolution of the City Council of the City of Fontana authorizing application for, and receipt of, up to the eligible award amount of \$1,250,000 of Prohousing Incentive Program Funds.
2. Authorize the City Manager, or City Manager's designee, to enter into and transmit any documents necessary or appropriate to ensure the City's timely submission of the Prohousing Incentive Program application.

**Attachments:** [Attachment No. 1- PIP RESOLUTION NO. 2026-018.docx](#)

**O. Increase for Fontana Experience Network (FXN Studio) for Design, Build and Installation. [26-0886](#)**

Approve and authorize City Manager to increase the purchase order with Devlin Design Group for Studio Design and installation in the amount of \$54,285.00 for a total amount of \$454,188.84 and increase the 10% contingency in the amount of \$5,428.50 for a total amount of \$45,418.88.

**Attachments:** [Attachment No. 1- City of Fontana DDG LLC Change Order #03 \(r\) .xlsx.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. Quarterly Lien Action for Delinquent Sewer and Solid Waste Accounts [26-0885](#)**

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent and solid waste accounts more than ninety days delinquent as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.
2. Adopt **Resolution No. 2026-019**, of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

**Attachments:** [Attachment No. 1- Resolution Authorizing Placing liens on Solid Waste and Sewer Fees -c1.doc](#)

**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 April 14, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



# City of Fontana

## Action Report

### City Council Meeting

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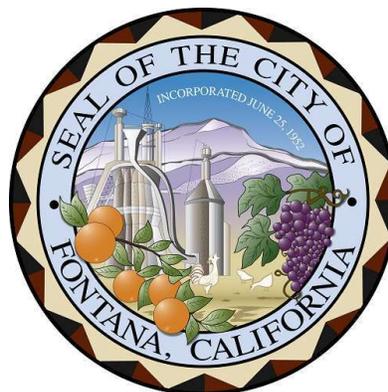
**File #:** 26-0881  
**Agenda #:** A.

**Agenda Date:** 3/24/2026  
**Category:** Special Presentation

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### Ceremonial Item

Tuesday, March 24, 2026  
Steelworkers' Auditorium



### City Council

Acquanetta Warren, Mayor  
Phillip W. Cothran, Mayor Pro Tam  
John Roberts, Council Member  
Jesse "Jesus" Sandoval, Council Member  
Peter Garcia, Council Member





# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0879

**Agenda #:** A.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

City Clerk

**SUBJECT:**

Approval of Minutes

**RECOMMENDATION:**

Approve the minutes of the March 10, 2026, Regular City Council Meeting.

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City Council will consider approval of the minutes of the March 10, 2026, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff recommendation.

# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335



## Minutes

**Tuesday, March 10, 2026**

**2:00 PM**

**Steelworkers' Auditorium**

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

The Closed Session meeting of the Fontana City Council was held at the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, March 10, 2026.

Mayor Warren called the meeting to order at 1:31 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:**

The following individuals spoke under closed session public communications:

1. Bobbie Jo Chavarria

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

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

There were no public communications received for the following items:

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

Case: Yolanda Jacobo v. City of Fontana Case No. CIVSB2423039 Claim No. 3066408

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

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

The Regular Meeting of the Fontana City Council was held in the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, March 10, 2026.

Mayor Warren called the Regular City Council Meeting to order at 2:03 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:**

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

## **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.

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

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

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

Case: Yolanda Jacobo v. City of Fontana Case No. CIVSB2423039 Claim No. 3066408

## **SPECIAL PRESENTATIONS:**

### **A. Mayor Warren and City Council to recognize International Boxing Federation Lightweight Champion Raymond Muratalla.**

Mayor Warren and the City Council recognized International Boxing Federation Lightweight Champion Raymond Muratalla.

### **B. Mayor Warren and City Council to recognize, Noely Santoyo as Fontana Police Department January 2026 Employee of the month.**

Mayor Warren and City Council recognized, P & T Secretary Noely Santoyo as Fontana Police Department January 2026 Employee of the month.

## **PUBLIC COMMUNICATIONS:**

Asher Jones raised concerns about meeting accessibility and inclusivity, including the afternoon meeting time, security measures, ADA accommodations, access to materials, and invocation practices, stating these factors create an unwelcoming environment for some community members.

Roxy, on behalf of neighbors, expressed opposition to a proposed assisted living project on their residential block APN 1108-053-09), citing concerns about its size, increased parking

impacts, and incompatibility with the surrounding neighborhood.

Deborah Hall-Lindsey expressed appreciation to the City, sponsors, staff, and community partners for their support of the Fontana Black History Parade and Expo, and acknowledged various contributors for helping make the event successful.

Bobbi Jo Chavarria raised concerns regarding Brown Act compliance, requesting independent legal workshops to improve transparency and public participation, and suggested meeting times be more accessible. She also expressed opposition to a proposed community facilities district associated with a housing development referenced in Consent Items G and H, citing concerns related to affordability, the financial burden on future homeowners, and the level of developer contributions.

Mayor Warren asked staff to clarify information regarding affordable housing efforts in response to earlier comments. Deputy City Manager Phil Burum provided an overview of the City's affordable housing initiatives, noting the number of units managed, recent projects, and ongoing efforts to address housing and homelessness.  
versus affordable housing.

## **CONSENT CALENDAR:**

**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 Consent Calendar Items "A-J," with Council Member Sandoval voting No on Items "G" and "I." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: None**

- A. Approval of Minutes 26-0843**  
Approve the minutes of the February 19, 2026, Special City Council Meeting and the February 24, 2026, Regular City Council Meeting.
- B. Adoption of Ordinance No. 1984 (Second Reading), amending 26-0844  
Chapters 23 (Sewers and Sewage Disposal) and 30 (Zoning and Development Code) of the Fontana Municipal Code, Regarding Onsite Wastewater Treatment Systems.**  
Conduct a second reading by title only and adopt, **Ordinance No. 1984**, amending Chapters 23 (Sewers and Sewage Disposal) and 30 (Zoning and Development Code) of the Fontana Municipal Code, Regarding Onsite Wastewater Treatment Systems.
- C. Master Case (MCN) No. 26-0003, Miscellaneous Project 26-0803  
(MIS) No. 26-0001: Review of 2025 General Plan Annual Progress Report**  
Direct staff to send the 2025 General Plan Annual Progress Report to the California Governor's Office of Land Use and Climate Innovation (LCI) and the State Department of Housing and Community Development (HCD).

- D. Award a Professional Services Agreement for Design Services with TKE Engineering, Inc. for the Sierra Avenue Storm Drain Extension 26-0821**
1. Approve and authorize the City Manager to enter into a Professional Services Agreement with TKE Engineering, Inc. for Design Services for the Sierra Avenue Storm Drain Extension in the amount of \$154,030.00.
  2. Approve and authorize the City Manager to enter into future individual Professional Services Agreement Amendments with TKE Engineering, Inc. not exceeding \$30,000.00.
  3. Authorize the City Manager to enter into any and all utility agreements for the Sierra Avenue Storm Drain Extension.
  4. Approve the Non-Competitive Proposal Purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
- E. Police Department Monthly Information Update 26-0827**
- Accept the Police Department monthly information update for December 2025.
- F. Final Acceptance of the Construction of the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23) 26-0835**
- Accept as complete the work performed by Onyx Paving Company for the Sierra Avenue Pavement Rehabilitation Project, San Bernardino Avenue to Valley Boulevard (SB-117-DE-23).
- G. Resolution of Intent to form Community Facilities District No. 117 (Southridge). 26-0837**
1. Adopt **Resolution No. 2026-012**, of the City Council of the City of Fontana of Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes.
  2. Adopt **Resolution No. 2026-013**, of the City Council of the City of Fontana to Incur Bonded Indebtedness of the Proposed City of Fontana Community Facilities District No. 117 (Southridge).
- H. Prohousing Designation Program Application 26-0849**
1. Adopt **Resolution No. 2026-014**, a Resolution of the City Council of the City of Fontana authorizing application submittal, and participation in, the Prohousing Designation Program.
  2. Authorize the City Manager to execute any documents necessary or appropriate as required for the application and participation in the program.

- I. **Resolution Approving the First Amendment to Commercial Lease Agreements for Fire Station 71, Fire Station 73, Fire Station 74, Fire Station 77, Fire Station 78, Fire Station 79, and Fire Station 81.** 26-0854

Adopt **Resolution No. 2026-015**, approving the First Amendment to the Commercial Lease Agreements between the City of Fontana and the Fontana Fire Protection District for Fire Stations 71, 73, 74, 77, 78, 79, and 81, and authorizing the City Manager to enter into the amendment on behalf of the city.

- J. **A Resolution of the City Council of the City of Fontana Approving Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino Council Transportation Authority (SBCTA).** 26-0860

Adopt **Resolution No. 2026-016**, Approving Measure I Continuation of the Transportation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit A).

#### **CITY MANAGER COMMUNICATIONS:**

No City Manager Communications were received.

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

City Treasurer Koehler-Brooks expressed appreciation for the Black History Parade, Expo, and Jazz Fest, thanking organizers for their efforts and noting the events were successful.

City Clerk Key shared positive feedback on the Black History Parade, Expo, and Jazz Fest, thanking organizers, community groups, and City staff for their efforts and contributions to the successful events.

Council Member Sandoval reported attending recent community events and announced an upcoming opening. He also requested consideration of a future adjournment item to recognize and memorialize fallen service members.

Council Member Roberts reported attending the South Ridge Little League opening ceremonies and commented on the large youth participation and success of the event.

Council Member Cothran shared personal highlights, including his son's fifth birthday, his wife's recent baptism, and throwing the first pitch at the Fontana Little League opening. He also attended the Black History Parade and praised the community participation and support for the City's heritage.

Mayor Pro Tem Garcia reported attending a recent community meeting, discussing trucking and traffic issues with residents. He also visited the senior center, noting positive interactions

with community members of all ages and encouraging others to engage with residents in informal settings like the coffee area.

Mayor Warren highlighted recent city accomplishments and community events, including progress on homelessness initiatives, youth programs, Black History celebrations, and Police Academy graduations. She also recognized workforce and housing programs, praised community engagement, and emphasized the City Council's commitment to accessibility, continuous improvement, and enhancing Fontana's quality of life.

**ADJOURNMENT:**

Mayor Warren adjourned the meeting at 2:54 p.m. to the Regular City Council Meeting on Tuesday, March 24, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

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Christina Rudsell, CMC  
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON MARCH 24, 2026.

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Germaine Key  
City Clerk



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0824

**Agenda #:** B.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve the Task Order for Phase II of the Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project (City Hall; SQ-87-DE-19-92).

**RECOMMENDATION:**

1. Approve and authorize the City Manager to enter into the Task Order with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Phase II of the Geotechnical Engineering, Materials Testing Services and Building Envelope Testing Services for the City Hall Renovation Project (Request for Proposals SQ-87-DE-19-92) in the amount of \$554,325.00.
2. Approve and authorize the City Manager to enter into future Amendments to the Task Order for the Phase II of the Geotechnical Engineering Testing Services and Building Envelope Testing Services for City Hall Renovation not to exceed \$55,400.

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City Hall Renovation Project (City Hall) is a proposed project to be constructed in place of the existing City Hall building located at 8353 Sierra Avenue, Fontana, CA 92335 (Reference Exhibit - Vicinity Map). In general, the Project will consist of the demolition of the existing City Hall building and construction of the new City Hall building, remodel of a portion of the existing Development Services Organization (DSO) building, and construction of a pedestrian bridge from each building.

The new building will encompass approximately 44,451 square feet with a multi-level exterior plaza of roughly 14,000 square feet, and 111 new ground-level parking spaces for staff and visitors. Furthermore, the scope for the DSO building involves the demolition of approximately 1,200 square feet of the first level, the addition of approximately 1,700 square feet of a 2-story space, and the addition of an approximately 420 square feet of pedestrian bridge to connect Level 2 of the DSO building to the proposed elevated City Hall Grand Plaza. The intent of the building is to serve as office space for City staff, provide public and employee parking on the Civic Campus, and serve as the primary public interface for residents and businesses within the City.

In May 2024, the City issued a Request for Proposals (RFP) for Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project through the City's online bidding system. The RFP specified that services would be awarded in two phases due to funding limitations at the time. Phase I included services necessary to conduct a geotechnical and soils investigation to support project design. Phase II included materials sampling and testing services and geotechnical engineering services during construction to be performed by the Geotechnical Engineer of Record.

The City received six proposals in response to the RFP. Proposed fees for Phase I ranged from \$25,395 to \$59,264, and proposed fees for Phase II ranged from \$81,896 to \$300,746. Following evaluation, the review committee determined that Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc., of Fontana, California, provided the best overall value to the City based on the established evaluation criteria.

On September 3, 2024, the City issued a Phase I task order to Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. to perform the geotechnical investigation and prepare the project geotechnical report supporting the design of the City Hall Renovation Project.

The project has now advanced to the construction phase, and funding is available to proceed with Phase II services, which include construction-phase materials sampling, testing, and geotechnical engineering services. Because the original RFP was issued prior to completion of the final construction documents, the City requested an updated Phase II proposal from Ninyo & Moore based on the completed plans and specifications.

The updated proposal reflects the final scope of construction and includes additional services required to support the completed design, including building enclosure testing, expanded public street improvements, tenant improvements within the Development Services Office building, and testing associated with the pedestrian bridge connecting Level 2 of the DSO building to the elevated City Hall Grand Plaza.

Following negotiations, City staff and Ninyo & Moore agreed to a Phase II task order amount of \$554,325 to provide geotechnical engineering, materials testing, and building enclosure testing services during construction.

Although the negotiated amount is higher than the preliminary Phase II proposal submitted during the original RFP process, staff recommends retaining Ninyo & Moore for Phase II services because the firm prepared the original geotechnical investigation and serves as the Geotechnical Engineer of Record for the project. Continuation of services with the same firm during construction is appropriate and in the City's best interest.

The geotechnical engineer responsible for the subsurface investigation and engineering analyses is uniquely qualified to interpret field conditions encountered during construction and verify that site conditions are consistent with the design assumptions documented in the geotechnical report. Retaining the Engineer of Record ensures continuity between the geotechnical design recommendations and construction-phase verification, reduces the potential for conflicting interpretations of subsurface conditions, and avoids duplication of work that would occur if a new consultant were required to independently review and assume responsibility for another engineer's analyses. Engaging a different firm at this stage could result in additional costs, schedule delays, and potential liability associated with reliance on or reinterpretation of the original geotechnical work. Therefore, continuation of services with the Geotechnical Engineer of Record provides the most

efficient, technically sound, and cost-effective approach for supporting the project during construction. For these reasons, staff recommends continuing services with Ninyo & Moore to maintain project continuity, technical accountability, and efficient delivery of the construction phase.

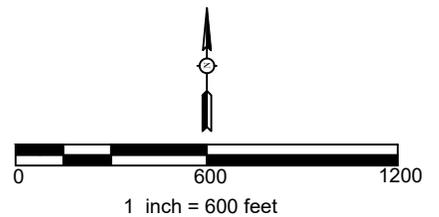
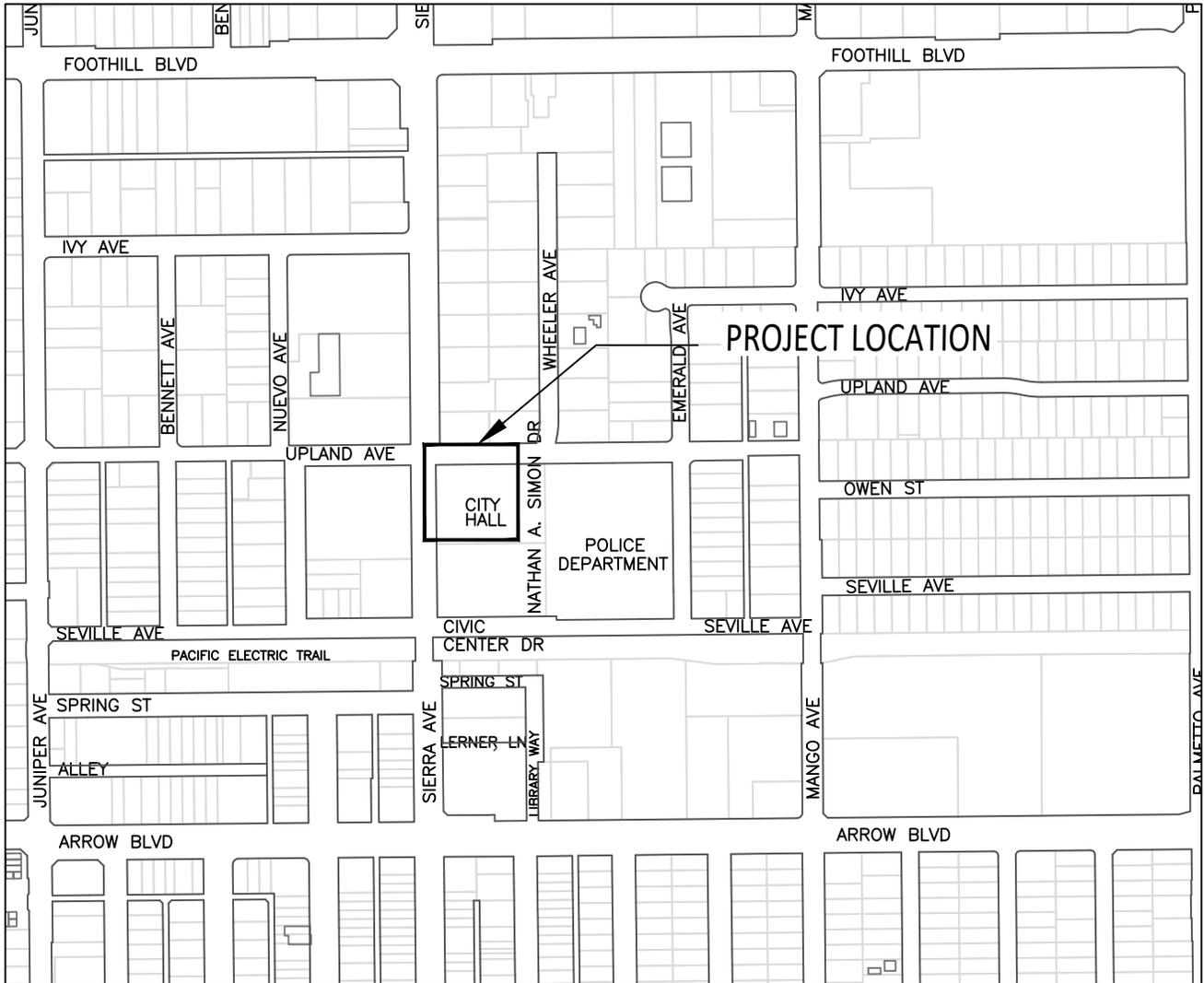
**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$554,325.00 for the full term of the Task Order. Funds are included in the Fiscal Year 2025-2026 Budget in the City hall Renovation Phase II Project #37600012-601-A-8112, Fund 601 - Capital Reinvestment.

**MOTION:**

Approve staff recommendation.

# CITY HALL RENOVATION PROJECT PHASE II (CITY HALL)



**EXHIBIT “A”  
SCOPE OF WORK**

This is a Task Order for Phase II Scope of Work for Geotechnical Engineer-of-Record Services for the City Hall Renovation Project Phase II (City Hall). This project was awarded to Ninyo & Moore Geotechnical and Environmental Sciences Consultants for Phase I Scope of Work for a Geotechnical and Soils Investigation after requesting formal proposals through Planet Bids, using the On-Call Services list.

Reference is made to the attached Scope of Work for Geotechnical Engineer-of-Record Services including Geotechnical Observations, Materials Testing, Special Inspections and Building Envelope testing during the course of construction for the City Hall Renovation Project Phase II (City Hall). The Scope of Work is represented by Ninyo and Moore Geotechnical and Environmental Consultants, Inc.’s updated Electronic Cost Proposal submitted in the amount of \$554,325.00.

December 17, 2025  
Opportunity No. 04-05241

Mr. Chris Smethurst  
Senior Engineer  
City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335

Subject: Updated Proposal for Geotechnical Observation, Materials Testing,  
and Special Inspection  
City Hall Renovations – Phase II  
8353 Sierra Avenue  
Fontana, California

References: Ninyo & Moore, 2024, Geotechnical Services for City Hall Renovation Phase II,  
Opportunity No. 04-04570, dated June 13.

Sillman Architecture, 2025, Fontana City Hall, 8353 Sierra Avenue, Fontana,  
California, structural set only by BWE, dated July 15.

Dear Mr. Smethurst:

In accordance with your request, we are pleased to submit this revised proposal for geotechnical observation, materials testing, and special inspection for the City Hall Renovations – Phase II project. We have updated our fee based on our experience during the City Hall Renovations – Phase I construction which we provided similar services, as well as the above referenced plans.

We understand that the project will consist of a two-story municipal building within the City's civic campus. The new building will feature a first floor consisting of mixed-use office spaces integrated with parking. The second floor will consist of dedicated offices for city executives and elected officials. In the center of the building will be the two-story city council chambers. The structure will consist of a steel, moment-frame with reinforced concrete shear walls. The building will be supported on shallow reinforced concrete foundations with a concrete slab-on-grade. Other ancillary structural elements include reinforced concrete masonry walls, as well as a parapet extending over a concrete patio, hardscape walkways, and landscaping.

Our scope of work will include inspection of soil placement and compaction, structural steel and metal deck, reinforced concrete, post-installed anchors, reinforced structural masonry, and fireproofing.

In addition to the above structural inspection and testing services, we have been requested to provide testing for field performance testing for Building Envelope services including adhesion, field water penetration, and weather resistive barrier adhesion.

## **SCOPE OF SERVICES**

Based on our understanding of the project, our scope of services will include the following:

### **Geotechnical Observation, Materials Testing, and Special Inspections**

- Project coordination and management, including scheduling of field personnel, communication with the project team, review of project plans, material specifications, and technical specifications. Coordination will also include review and submittal of test results, as required.
- Geotechnical observation, documentation, and testing of subgrade soils during site excavations, subgrade preparation, engineered fill placement, trench backfill and aggregate base placement. Field in-place nuclear density tests will be performed to evaluate the contractor's compaction efforts for conformance with project specifications.
- Specialty inspector services during installation of reinforcing steel, including checking spacing, size, grade, location, clearances, and anchorage.
- Field American Concrete Institute (ACI) Concrete Technician services for sampling and testing during concrete placement operations including field measurement of slump, and temperature, as well as casting of concrete cylinders.
- Specialty inspector services as it pertains to post-installed anchors, including bolts installed in concrete, installation and load/torque testing.
- Specialty inspector services during CMU masonry construction including checking reinforcement steel installation, spacing, size, grade, location, clearances, and anchorage, mortar and grout placement, as well as casting masonry mortar cylinders and grout prisms.
- Special inspector services for field inspection of structural steel welding and high-strength bolting, including verification of weld type, welder qualifications, welding procedure specification documentation, joint fit-up, and bolt installation. We will also perform non-destructive testing of welded.
- Special inspector services for sprayed fireproofing, including density and adhesion/bond testing of spray-applied fire-resistive materials.
- Pickup and transportation of construction material samples to our laboratory for testing, including proper sample tracking and custody documentation.
- Laboratory testing includes tests for Proctor density, sieve analysis, sand equivalent, Hveem stability and unit weight of asphalt, compressive strength testing of concrete, masonry mortar cylinders and grout prisms, bend and tensile test of reinforcing steel, high strength bolt, nut, and washer conformance.
- Data compilation and geotechnical analyses of the field and laboratory data, including analyses to evaluate for conformance with project specifications.

- Preparation of summary reports and test results and analyses to ensure conformance with project specifications.
- Preparation of daily field reports, test data sheets, and field memoranda to document the items tested and/or inspected.

## Building Envelope – Field Performance Testing

Consultant assumes the testing for the services below will occur during the same mobilization.

- Consultant will review recent project drawings, reports, correspondence and photographic documentation, as provided by the Client, related to the systems to be tested.
- Adhesion Test per Specification Section 014553.00, Part 3.2. Consultant will:
  - provide up to 5 site visits to perform up to 20 adhesion tests in accordance with ASTM C1521.
  - provide one field report after each day of testing.
- Field Water Penetration Test per Specification Section 014553.00, Part 3.4. Consultant will:
  - provide up to 5 site visits to perform a minimum of 8 water penetration tests in accordance with AAMA 501.2, 8 at 5%, 15%, 30% and 90% construction.
  - provide one field report after each day of testing.
  - participate in one meeting via teleconference for this phase.

Client will make available a Contractor to coordinate access on both interior and exterior, and administer testing from exterior. Client will make available electrical source on interior and exterior, as well as a dedicated exterior water source during testing. Water source should be capable of providing consistent 35 psi to calibrated nozzle.

- Weather Resistive Barrier Adhesion Test per Specification Section 014553.00, Part 3.5C and 014553.01. Consultant will:
  - provide one site visit to perform weather resistive barrier Adhesion testing in accordance with ASTM D4541 on up to 2 locations defined by others.
  - provide one field report after each day of testing.

## Building Envelope Field Testing – Optional Services

- Weather Resistive Barrier Inspections per Specification Section 014553.00, Part 3.5A and B. Consultant will:
  - provide up to 5 site visits to monitor the installation of the weather resistive barrier. Each visit includes time for travel, site visit and report preparation, plus supervision.

- provide one field report for each site visit, for action by others, informing the Client of Consultant's observations, findings, and known relevant events (such as substantial discussions with contractors, changes to the construction drawings, construction progress, etc.) including follow-up on previously noted summary list item deficiencies.
- participate in one meeting via teleconference for this phase.
- Field Water Penetration Test per Specification Section 014553.01. Consultant will:
  - perform water penetration test in accordance with ASTM E1105 at up to 12 locations defined by others, over the course of up to four 4-day mobilizations.
  - concurrently with the tests described above, perform air leakage test in accordance with ASTM E783 at up to 6 locations. Consultant assumes air leakage testing is performed at locations where water penetration testing will be performed.
  - provide one field report after each day of testing.
  - participate in one meeting via teleconference for this phase.

Client will make available a Contractor to coordinate access on both interior and exterior, and administer testing from exterior. Client will make available electrical source on interior and exterior, as well as a dedicated exterior water source during testing. Water source should be capable of providing consistent 12 psi to calibrated spray rack. Consultant's fee is based on a 10ft x 10ft testing chamber, larger chambers will require additional fees.

- Field Water Penetration Test at Metal Composite Wall Panels per Specification Section 074213.13 Part 3.4. Consultant will:
  - provide one site visit to perform up to 3 water penetration tests in accordance with AAMA 501.2 at three locations defined by others.
  - provide one field report after each mobilization.
  - participate in one meeting via teleconference for this phase.

Client will make available a Contractor to coordinate access on both interior and exterior, and administer testing from exterior. Client will make available electrical source on interior and exterior, as well as a dedicated exterior water source during testing. Water source should be capable of providing consistent 35 psi to calibrated nozzle.

- Electronic Leak Detection (ELD) per Specification Section 071416 Part 3.9 and 071800 Part 3.6. Consultant will:
  - provide up to two site visits to perform ELD testing in accordance with ASTM D7877 and ASTM D8231.
  - provide one field report after each day of testing.
  - participate in one meeting via teleconference for this phase.

Client will provide Consultant with access to all necessary areas, and will make a Contractor available to assist Consultant with access to roof areas to be tested and assist in moving equipment. The Contractor is to provide a large flashlight, electrical service (standard ground extension cord is acceptable), water and hose for the ELD testing. Site visits will be scheduled minimum 10 working days in advance.

## ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- Our services are subject to prevailing wage requirements.
- Our services will be scheduled and coordinated by the construction management team and/or City of Fontana personnel on an as-needed basis.
- Please see attached proposal from SOCOTEC for all building envelope testing and inspection and their detailed conditions and terms.
- We also understand heat soaking testing is performed by the glass manufacturing shop when they run the glass.

## ESTIMATED FEE

Our materials testing and inspection services will be provided on a time-and-materials basis in accordance with the attached schedule of fees. Our building envelope testing and inspection will be provided on a lump-sum, line item basis. Our estimated fee for the scope described herein is presented in the attached Table 1.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Jeff Dalgity  
Senior Project Manager



Garreth M. Saiki, PE, GE  
Principal Engineer

GMS/JWD/co

Attachments: Table 1 – Breakdown of Estimated Fee  
SOCOTEC Proposal No. P257692

**EXHIBIT “B”  
DELIVERABLES**

In accordance with the Scope of Work for this task order, the following deliverables are required:

1. Attend virtual meeting held by City of Fontana.
2. Copies of reports of every site visit for the technical tasks performed for each day of occurrence. The reports are required to be transmitted to the Inspector on-site on the day of the site visit. Reports may be submitted directly to the Engineer via email if the Inspector is not on-site.
3. Data sheets reflecting all results for any tests performed. Copies of test results which are a result of the laboratory testing can be transmitted via email, to the City of Fontana Engineering Department, Attention: Christopher Smethurst ([csmethurst@fontanaca.gov](mailto:csmethurst@fontanaca.gov)) and Eric Amaya ([eamaya@fontanaca.gov](mailto:eamaya@fontanaca.gov))
4. Test Results summary Report for all tests performed on the project. This report may be submitted directly to the Engineer via email.

**EXHIBIT "C"**  
**SCHEDULE OF SERVICES**

**- ATTACHED BEHIND THIS PAGE -**

**Table 1 – Breakdown of Estimated Fee for Inspection and Materials Testing Services****Field Services**

Senior Staff Engineer/Geologist	16 hours	@ \$ 200.00 /hour	\$ 3,200.00
Field Technician - Soils	880 hours	@ \$ 130.00 /hour	\$ 114,400.00
Special Inspector, Concrete and Masonry	600 hours	@ \$ 135.00 /hour	\$ 81,000.00
ACI Concrete Technician	300 hours	@ \$ 130.00 /hour	\$ 39,000.00
Special Inspector - Welding and Bolting	600 hours	@ \$ 135.00 /hour	\$ 81,000.00
Anchor Load Test Equipment (includes one Technician)	24 hours	@ \$ 190.00 /hour	\$ 4,560.00
Nondestructive Testing Technician	24 hours	@ \$ 145.00 /hour	\$ 3,480.00
Field Vehicle Usage	2,444 hours	@ \$ 15.00 /hour	\$ 36,660.00
<b>Subtotal</b>			<b>\$ 363,300.00</b>

**Laboratory Testing**

Proctor Density	5 tests	@ \$ 220.00 /test	\$ 1,100.00
Sand Equivalent	3 tests	@ \$ 125.00 /test	\$ 375.00
Sieve Analysis	6 tests	@ \$ 145.00 /test	\$ 870.00
Hveem Stability and Unit Weight	4 tests	@ \$ 225.00 /test	\$ 900.00
Concrete Compression Test	320 tests	@ \$ 35.00 /test	\$ 11,200.00
Reinforcing Steel Tensile or Bend	20 tests	@ \$ 75.00 /test	\$ 1,500.00
Masonry Composite Prisms	6 tests	@ \$ 120.00 /test	\$ 720.00
Grout and Mortar Compression Tests	80 tests	@ \$ 35.00 /test	\$ 2,800.00
High Strength Bolt, Nut & Washer Conformance	12 tests	@ \$ 150.00 /test	\$ 1,800.00
<b>Subtotal</b>			<b>\$ 21,265.00</b>

**Project Coordination, Management and Technical Support**

Principal Engineer/Geologist/Environmental Scientist	10 hours	@ \$ 250.00 /hour	\$ 2,500.00
Project Engineer/Geologist/Environmental Scientist	220 hours	@ \$ 210.00 /hour	\$ 46,200.00
Field Operations Manager	16 hours	@ \$ 150.00 /hour	\$ 2,400.00
<b>Subtotal</b>			<b>\$ 51,100.00</b>

**Report Preparation**

Principal Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 250.00 /hour	\$ 1,000.00
Project Engineer/Geologist/Environmental Scientist	14 hours	@ \$ 210.00 /hour	\$ 2,940.00
CAD Operator/Technical Illustrator	6 hours	@ \$ 140.00 /hour	\$ 840.00
Data Processor	4 hours	@ \$ 95.00 /hour	\$ 380.00
<b>Subtotal</b>			<b>\$ 5,160.00</b>

**ESTIMATED FEE (STRUCTURAL INSPECTION AND TESTING ONLY) \$ 440,825.00****Building Envelope - Field Performance Testing for Adhesion, Field Water Penetration, and Weather Resistive Barrier Adhesion**

Base Bid for 5 single-day mobilizations - \$3,000 for each additional day of mobilization	lump sum	\$ 15,000.00
<b>Subtotal</b>		<b>\$ 15,000.00</b>

**TOTAL ESTIMATED FEE \$ 455,825.00**

**Table 1 – Breakdown of Estimated Fee for Inspection and Materials Testing Services****Building Envelope - Optional Services**

Weather Resistive Barrier Inspections – up to 5 site visits	lump sum	\$ 13,500.00
Field Water Penetration Test– up to 16 site visits over 4 mobilizations	lump sum	\$ 72,000.00
Field Water Penetration Test at Metal Composite Wall Panels – one site visit	lump sum	\$ 3,000.00
Electronic Leak Detection (ELD) – up to 2 site visits - additional fees apply for additional days in excess of above site visits	lump sum	\$ 10,000.00
	<b>Subtotal</b>	<b>\$ 98,500.00</b>

**ESTIMATED FEE FOR OPTIONAL SERVICES \$ 98,500.00****TOTAL ESTIMATED FEE INCLUDING OPTIONAL SERVICES \$ 554,325.00**



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0852

**Agenda #:** C.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Planning Department

**SUBJECT:**

Approval of a Purchase Order with Complete Paperless Solutions for the digitization of planning project files for purposes of permanent records retention.

**RECOMMENDATION:**

1. Authorize the Purchasing Division to utilize the RFP 2024-16 contract awarded by the City of Menifee for document scanning services per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal; and,
2. Approve a Purchase Order with Complete Paperless Solutions in the amount of \$220,000 for the digitization of approximately 1.25 million sheets of Planning project paper files that are to be kept for permanent record retention; and,
3. Authorize the City Manager, or designee, to enter into all related documents and take any actions necessary to carry out the intent of this approval.

**COUNCIL GOALS:**

- Operate in a businesslike manner by improving services through the effective use of technology.
- Operate in a businesslike manner by correcting problems immediately.

**DISCUSSION:**

The Planning Department maintains thousands of project files, most of which exist only in paper format and are currently stored both onsite and at an external facility. Many years of records have not yet been digitized, making research labor-intensive and time-consuming, particularly when staff must request an entire box from an offsite location for a single project file. Paper records, even when properly stored, deteriorate over time, creating risks of lost or damaged information and limiting the Department's ability to provide efficient, business-friendly service.

Digitizing these records will preserve critical information and improve accessibility within the department's Laserfiche repository, which has proven effective and reliable for long-term records retention.

Complete Paperless Solutions has extensive experience working with local governments and has successfully completed similar projects. The Planning Department proposes to piggyback on the City

of Menifee's competitively awarded RFP, following the same purchasing procedures used for the Building and Safety Department and the Fontana Police Department's file digitization project.

Approval of a Purchase Order with Complete Paperless Solutions, at a total cost of \$220,000, will ensure the preservation and accessibility of project files related to past, present, and future development. No additional funding is required, as the amount is already included in the Fiscal Year 2025-2026 budget under Object Account #10134100.8130 - Professional Services.

**FISCAL IMPACT:**

The total fiscal impact for this service is \$220,000 and it is already included in the Fiscal Year 2025-2026 budget under Object Account #10134100.8130 - Professional Services.

**MOTION:**

Approve Staff Recommendations.



## Backfile Scanning – Planning Department

DATE: 2/4/2026

EXPIRES: 5/3/2026

ATTACHMENT NO. 1



**Laserfiche®**  
Premier Partner





## DESCRIPTION AND APPROACH

CPS understands the importance of selecting a quality firm to manage and execute the process of scanning historic records which may include maps, drawings, and all other media types available for storing information. With CPS being the experts in Laserfiche Document Management, many cities and government organizations have turned to us to handle their document scanning needs as they have tried to make it by with other vendors who could not meet their expectations. We understand the attention expected by cities to produce quality images, on demand, 100% open communication and making sure every step of the project is going exactly as planned.

### Scanning Conversion Services Process

Secure Document Conversion Facility – Enabled with only the highest security and technology available, you can be assured your data will be safe and secure from the moment your data leaves your location, until we safely return your data after the job has been completed.

Record Transfer Preparation – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

Document Control and Manifest Creation – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to

include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

**Secure Record Transfer Service** – All pickups and deliveries will be performed by at least 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises with transport, a secondary team is on standby to assist right away.

**Storage Center when Receiving** – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

**Chain of Custody Verification** – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

**Audit Tracking & Quality Control Reporting** – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

**Document Preparation** – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained in the job specifics and details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

**Quality Assurance Document Preparation Verification** – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

**Scanning High Resolution Digital Imaging** – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleanup to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

**Quality Assurance Image Quality** – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

Indexing Verification – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

Quality Assurance Indexing – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

File Transfer and Upload – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

Return and Delivery of Completed Job – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is, which is listed above with the focus on reliability and security.

## Cost Proposal

Based on our conversation and estimated volumes determined, below is a list of the pricing we are able to offer. Please note the city will only be charged for actual images scanned and the numbers below is estimated. Documents will be indexed individually, and files will be delivered in Laserfiche as stand-alone PDF's.

Task	Volume	Price per unit	Total
<b>Planning Department</b>			
Letter Sized Paper B&W - Wet Signatures in color and poor originals scanned in greyscale	1,200,000	\$0.13	\$156,000.00
Large Format Drawings B/W	25,000	\$1.20	\$30,000.00
Large Format Drawings Color	25,000	\$1.30	\$32,500.00
Pick up/Delivery	1	\$100.00	\$100.00
Laserfiche Ingestion per instance	1	\$900.00	\$900.00
<b>Estimated Subtotal</b>			<b>\$219,500.00</b>

Document Prep (if any): \$35/hour will be applied if boxes are handed to us and we need to remove mass amounts of staples, post it notes, paper clips, etc.

Data Entry/Indexing: \$35/hour if additional indexing is required above and beyond file name and 2 index fields.

## Customer Acceptance

**Client:** City of Fontana

**Provider:** Complete Paperless Solutions

**Print Name:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**CITY OF MENIFEE**

**PROFESSIONAL SERVICES AGREEMENT**

**DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this 18 day of September, 2024 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **COMPLETE PAPERLESS SOLUTION, LLC**, a Limited Liability Company (LLC) (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

**SECTION 1. SERVICES.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 18, 2024** and shall end on **June 30, 2026** (“Initial Term”). Upon termination of the Initial Term, this Agreement shall automatically renew for one (1) additional one (1) year term (“First Renewal Term”). Upon termination of the First Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Second Renewal Term”). Upon termination of the Second Renewal Term, if it occurs, this Agreement shall automatically renew for one (1) additional one (1) year term (“Third Renewal Term”), None of the renewal terms provided hereunder shall occur if the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The word “term” shall refer to the Initial Term and any renewal term which actually occurs. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

- a. Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**
- b. First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**
- c. Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**
- d. Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- b. The beginning and ending dates of the billing period;
- c. A “Task Summary” containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City’s option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative’s signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the

extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term "design professional" as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a "design professional" as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

**SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws where they apply to the Services, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the

implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day’s work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to

Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and

responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a “consultant” as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a “Statement of Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days’ written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this

Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City

is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Jamie Dunn, VP of Sales** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Edna Aguilar, Management Analyst** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

COMPLETE PAPERLESS SOLUTION, LLC  
Attn: Jamie Dunn, VP of Sales  
5130 E. La Palma Ave #206  
Anaheim, CA 92807

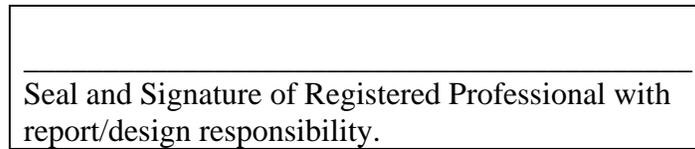
Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Edna Aguilar, Management Analyst

with a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.



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

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which

may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**



Armando Villa, City Manager



Jamie Dunn, VP of Sales

Attest:



Stephanie Roseen, Acting City Clerk



Claude Schott, CFO

Approved as to Form:



Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **DOCUMENT SCANNING, INDEXING, AND QUALITY CONTROL SERVICES** in the amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** as further detailed in the following page(s). In no event shall the compensation paid during the term of this Agreement exceed the following amounts:

Initial Term: **Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00)**

First Renewal Term: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**

Second Renewal Term: **One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00)**

Third Renewal Term: **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**

## SCOPE OF WORK-

For the purposes of this Scope of Work, the terms “Consultant,” “Vendor,” and “Proposer” will all refer to Consultant.

The Consultant will be responsible for the following tasks:

Task 1 – Comprehensive Document Scanning & Indexing Services

Some of the file types to be scanned will consist of, but are not limited to:

- Building Plans
- Planning Cases and Project Files
- Engineering Plans and Project Files
- Capital Improvement Projects
- Specialized Studies and Reports
- Plan Rolls, Folded Maps and Mylar Maps
- Agreements and Bid Documents

File types may contain flat and folded documents of varying sizes and plan rolls will vary in size from under an inch to 12” or more in diameter. Proposers may assume all paper records are in satisfactory condition. Letter, legal and ledger-sized documents are primarily printed on standard white office paper (approximately 20 lb); ANSI-C and above sized documents may be printed on paper, Mylar, blueprints, sepia, or vellum and must be organized by project as directed by the City.

## THE FOLLOWING CRITERIA MUST BE MET:

### A. Laserfiche:

Ability to scan content directly and seamlessly into Laserfiche using an upload utility – must have a tool that directly uploads content to Laserfiche including the ability to file directly into established folders and ability to add required meta data.

### B. Ability to Scan:

- a. Manila folder – content in file folders
- b. Legal documents
- c. Ledger-size documents
- d. Letters
- e. Carbon copies
- f. Photo exhibits
- g. Spiral-bound books
- h. Tabbed paper
- i. Large format items: Posters, banners, etc., with dimensions specified.
- j. Drawings & Blueprints
- k. All ANSI-sized documents

C. Images:

- a. Duplex scan documents to capture both front and back of documents where needed. Images must be oriented correctly for viewing. Text must be readable up to the edge of the document.
- b. Image clean-up: the scanned documents should be de-skewed, de-speckled, blank pages and black borders removed, hole punch images removed, and background color drop out (where possible). Color images must be viewable quality so that detail in the image is captured.
- c. For the purposes of this RFP, Proposer is invited to offer suggestions on how best to scan color photos to maintain the quality and detail of an image while striving to reduce size of the electronic image.

D. OCR all content with guarantee of 99.5% accuracy on images and ability for 600 dpi images.

E. Quality checking images scanned:

- a. Visual inspection of each image against the original, rescanning documents as needed
- b. Manual image quality adjustment and QA of every image for clarity, legibility, quality, cut-offs or file type compression errors
- c. Images are of the same or better quality than the original
- d. Ensure all images are accurately indexed
- e. All documents are to be scanned and returned in the same order as provided
- f. All folders within the XML file should appear in the same order as they exist in paper
- g. The City may perform a QA of each image and associated indexing delivered by the vendor; if the City discovers unacceptable images, the Vendor, at no additional cost to the City, will correct all such unacceptable images

F. Data entry of index fields following Laserfiche Templates. Fields change depending on the document scanned.

G. Quality checking index data.

H. Perform rework on errors or omissions with no additional charge.

I. Warranty period of 1 year against defects.

J. Records must be saved in PDF/A format.

K. Any and all City documents in the possession of the Proposer must be stored in a climate controlled safe and secure location. The City must have access to all City documents in the Proposer's possession upon request, with a hard copy or electronic file provided within 24 hours.

L. Document prep:

- a. Ability to scan small documents such as receipts in line with large-size documents in a single scan
- b. Staple and fastener removal
- c. Metal, plastic, twine, glue binder removal
- d. Industrial staple removal capability including box and plier staples
- e. Fix torn pages prior to scanning
- f. Black and white, greyscale and color scanning options

M. Once electronically imaged and upon the request of the Project Manager, documents shall be returned to their original state (re-stapled, bound, rolled, etc.) and returned to the original filing location.

N. Pick-up and delivery of paper documents. When content is picked up, there must be at least two representatives of the scanning organization present; pick-up must not be outsourced. There shall always be two representatives with the content in transit.

O. Pickup and delivery are to occur every three to four weeks or as agreed upon by the Project Manager and the vendor.

P. Vendor must pick up and return original documents promptly according to an established schedule.

Q. Vendor must provide a proof of pickup acknowledgement, to be signed by the Vendor staff and City staff.

R. Vendor must return original documents after scanning or conversion, and provide a proof of return acknowledgement, to be signed by the Vendor staff and City staff.

S. Vendor will only receive direction from the contract manager (to be spelled out in the contract).

T. Vendor will maintain documented chain of command through an audit trail.

U. Vendor will submit quarterly reports of documents being stored at their facility.

V. Vendor must agree to provide private transport; content will never be mixed in transit with other clients, nor additional, non-mission critical stops to occur en route.

W. Content will not leave the state of California.

### 3. PROPOSED PROJECT WORK PLAN

CPS is a proven qualified firm which can do exactly what the city is asking in regard to providing comprehensive document scanning, indexing, and quality control services. We are fully capable of scanning high volumes of paper quickly, accurately, and efficiently. We specialize in digitizing volumes of documents that vary in size by high-speed scanning methods to convert documents into digital images that will be stored in Laserfiche. We can accommodate pickup/drop-off at multiple locations throughout the city without any problems.

All document types and sizes mentioned in the RFP are able to be scanned as we have previously at other municipalities. Flat and folded documents will be prepped for the highest quality of imaging possible. Our understanding of Laserfiche should provide comfort that there will not be any confusion surrounding this job and executing exactly how the city expects. We will always provide our expertise when we can and make recommendations when we can to make sure the job is executed to perfection.

We have the ability to scan all manilla folders, and the content in each file folder. Legal documents, ledger-size documents, letters, carbon copies, photo exhibits, spiral-bound books, tabbed paper, large format items such as posters, banners, drawings & blueprints, and all ANSI-sized documents. We will be scanning everything in duplex and will delete any blank images while providing image clean up as well. We will use our expertise and technology to produce the highest quality of images as there are techniques, we are able to use to get the best image possible for every document.

All document will be OCR'd and we guarantee 99.5% accuracy on images at 600 dpi or higher. As you will see in our procedure and processes section, our QC process is extensive with visual inspection, manually adjusting to get the best quality, getting the same or better quality than the original, ensuring all images are accurately indexed, and return documents as found and in the same order. The city is able to perform their own QA throughout the process at any time. We understand that templates and metadata fields will change based on the document type which is being scanned. All indexing data will be checked and verified. Any errors or omission on our part will not bring any additional charges to the city. We are able to provide a warranty on our work against any and all defects for a period of 1 year. Records will be saved in a PDF/A format if requested. Documents will always be stored in a climate-controlled area and upon request, documents can be provided back to the city within 24 hours.

We will provide all document prep such as scanning small documents such as receipts or large-scale documents in a single scan. We will remove all staples, fasteners, binders, fix torn pages, and deliver in black and white, color, and greyscale depending on the city's request for each document type. All documents will be returned to their original state and returned to the original filing location.

## 4. PROPOSED MANNER OF DOCUMENT STORAGE, MAINTENANCE, AND TRANSPORTATION

### Approach

All employees utilize security badges for access to the building which is also tracked and recorded. Our production imaging servers are air gapped and backed up daily only on an encrypted local drive which is purged in accordance with DoD Standard (DoD 5220.22-M) upon project completion. Our key employees are background verified, HIPPA Trained, CA Live Scanned, and CLETS Certified. (California Law Enforcement). Security, experience, and adherence to procedure is what makes our service offer unique. We bear sole and complete responsibility for all work we execute.

Below is our procedure for tracking inventory once documents/boxes are picked up from a client's location.

**Record Transfer Preparation** – All boxes will have a Tamper Security Seal to ensure privacy immediately upon pickup. All boxes will be inventoried by folder and series within each box, provide a barcode label, and finalize the box count prior to departing.

**Document Control and Manifest Creation** – We use a specialized application to not only track all records, but we have a very stringent methodology policy we adhere to internally as well making sure all procedures are followed every step of the way. Tracking reports are generated to include all of the information pertaining to the job. The use of tamperproof seals provides an extra layer of security to keep your data safe.

**Secure Record Transfer Service** – All pickups and deliveries will be performed by at least 2 staff which have gone through a background check as well. In order to keep the chain of custody, delivery and pickup scenarios will not make any extra stops while transit with a client's data. If any issue arises with transport, a secondary team is on standby to assist right away.

**Storage Center when Receiving** – Our procedure is to have all boxes coming in to be counted and verified 2 times. Utilizing barcodes and our 2-person process ensures quality as soon as client data arrives. Any damage or discrepancies will be reported immediately and addressed immediately.

**Chain of Custody Verification** – Once the data is received, another check is done on all seals of the boxes. Once security seals are removed, we verify contents again. If at any time any security issues happen to arise, clients will be notified immediately.

**Audit Tracking & Quality Control Reporting** – Every employee is mandated to enter all quality control, monitoring, and progress into our tracking system. Reporting is constantly being done to ensure job is on track.

All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors. The scanners are capable of scanning Bi-Tonal Black and White, 255 Gray Scale, Full 24-bit Color. Scanner software can output the image to all major file formats. Kofax VRS Image Enhancement Software is utilized to provide the optimal quality image - De-speckling, De-skewing, image rotation, Background suppression, Adaptive threshold, Edge enhancement, and gray tone filtering. Scanner Technicians live monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Preparation team. The files are always processed together to ensure the documents remain in the same order. Standard documents will be scanned in PDF, bi-tonal (black and White) at 300 dpi, large format documents at 300 dpi, and for documents that have been reduced, 400 dpi. Documents containing color will be scanned in color at 200 dpi or 300dpi, using lossless compression .JPG file formatting. Our process of creating PDF images, other file types, and indexing is as follows.

**Document Preparation** – Scanning sample boxes are an effective way to find out certain details of the specific job. These samples will determine the most accurate and efficient method to prepare the folder to be scanned. All staff will be trained in the job specific details and are assigned one single box at a time. Items prepared prior to scanning including removing paperclips/staples, unfolding, utilizing copier technology to maximize scan quality, combine small documents and attached images, and anything we are not 100% clear on, we will place on the side and address with the client to ensure accuracy. If required, we are able to reassemble all data just as we picked it up with the exclusion of staples and paper clips.

**Quality Assurance Document Preparation Verification** – Our data sheets are updated in real time and if any problem is found, the document is sent back for reprocessing. The tracking report is updated once again, and the corrected data moves on to the next stage.

**Scanning High Resolution Digital Imaging** – Only the best technology available is used to provide the best outcome of a quality image. Scanning staff will be monitoring each image to ensure image is scanned correctly and no pages are double fed. The utilization of Kofax VRS Software allows for additional cleaning to be done such as de-speckle, de-skew, image rotation, background suppression, edge enhancement, gray tone filtering, blank page removal, and much more if need be.

**Quality Assurance Image Quality** – One of the most important parts of this process is having a human being review documents for accuracy and not solely rely on software and technology. Image quality is checked at multiple levels to ensure all images are acceptable and do not need to be reprocessed.

**Indexing Verification** – Staff are trained to manually index one image at a time per box to ensure accuracy every step of the way. Protocols and additional software is in place to make sure indexing errors do not occur such as misspelling or double keying entries.

**Quality Assurance Indexing** – Taking this process to the next level, we will compare the indexed data with the re-keyed data. If any mismatches are found, they are sent back and reprocessed until it is matched. Data validation is performed utilizing character mix, date ranges, quantity ranges, including database lookups as well.

**File Transfer and Upload** – Once documents are ready for transfer/upload, data will be transferred to a file server with your encrypted data. From there instant access is available via VPN to search your data to view images and indexes, along with being able to start internal quality control as well. If encrypted hard drive is preferred, this exists as an alternative as well.

**Return and Delivery of Completed Job** – Once all files have been reviewed and cleared for approval, data will be repacked, and security labels placed once again. Delivery procedures are followed exactly how our pick-up procedure is, which is listed above with the focus on reliability and security.

## Proposed Schedule

**Scanning 100,000 8 ½ x 11 documents, including prepping, and indexing for conversion.**

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 100,000 8 ½ x 14 documents, including prepping, and indexing for conversion.**

3-5 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 5,000 blueprint/map/plans documents, including prepping, and indexing conversion.**

5-8 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

**Scanning 40,000 Microfiche Sheets, including prepping, and indexing conversion.**

15-25 weeks based on document condition not being old or damaged which would require more time to ensure expected quality.

## 7. COST PROPOSAL & ACCEPTANCE OF PROPOSED PROFESSIONAL SERVICES AGREEMENT

Although we are able to scan in higher DPI, such as 600DPI noted in the RFP, we would suggest staying with 200DPI to keep the size of your database manageable which will still provide a high-quality image.

As noted in the RFP, we will be picking up this job in multiple batches. Once each batch is scanned, indexed, and QC'd, this will then generate an invoice from us requesting payment.

We find it is in the best interest of the city to be charged an hourly rate for some of the items requested in the RFP. Most specifically, returning items to their original state which would include staples, binders, clips, etc. We would hope that once the items are scanned and ingested into Laserfiche, staff would utilize Laserfiche to search for the documents and not have a need to utilize the paper/fiche in the future. Having an escalated rate per page will drastically increase the overall cost of this project, especially for items which do not contain staples, binders, clips, etc.



**ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT**

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein.. please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

**SCANNING & INDEXING SERVICES:**

Pre-scanning Document preparation, Scanning, File re-assembly, Indexing, OCR-ing, Data Transfer (per CD/DVD or Laserfiche Briefcas), Quality Control and transportation/shipping costs should be included with scanning services.

Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
200 DPI Black & White- Letter Size	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Letter Size	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
Full Color- Letter Size	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- Legal	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Legal	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
Full Color- Legal	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- Ledger	\$ 0.085	\$ 0.085	\$ 0.085	\$ 0.085
Grayscale- Ledger	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
Full Color- Ledger	\$ 0.095	\$ 0.095	\$ 0.095	\$ 0.095
200 DPI Black & White- E-Sized	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- E-Sized	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- E-Sized	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-C	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-C	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-C	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-D	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-D	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-D	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- ANSI-E	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- ANSI-E	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Full Color- ANSI-E	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
200 DPI Black & White- Oversized Documents (Plans, etc.)	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Grayscale- Oversized Documents (Plans, drawings, blueprints, etc.)	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost
Full Color-Oversized Documents (Plans, drawings, blueprints, etc.)	\$ 1.10	\$ 1.10	\$ 1.10	\$ 1.10
Microfilm: 16mm rolls	\$51.75/Roll	\$51.75/Roll	\$51.75/Roll	\$51.75/Roll
Microfilm: 35mm rolls	\$57.50/Roll	\$57.50/Roll	\$57.50/Roll	\$57.50/Roll
Microfiche: 3" x 5" sheets.	\$2.60/Roll	\$2.60/Roll	\$2.60/Roll	\$2.60/Roll
Microfiche: 4" x 6" sheets.	\$2.30/Roll	\$2.30/Roll	\$2.30/Roll	\$2.30/Roll
Microfiche: 105mm x 148mm sheets.	\$2.90/Roll	\$2.90/Roll	\$2.90/Roll	\$2.90/Roll



Task Description	Year 1: Per Sheet Cost	Year 2: Per Sheet Cost	Year 3: Per Sheet Cost	Year 4: Per Sheet Cost

**HOURLY RATES FEE SCHEDULE**

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140, Project Consultant - \$125, Research/Support Staff - \$85.

TITLE	HOURLY RATE (\$)
Scanning Operator - Heavy indexing, document prep, manual cropping, etc.	\$35.00/Hr.
Pickup with free delivery	\$175.00/Instance
Laserfiche Ingestion/Upload	\$450.00/Instance

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

**ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:**

- Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

\_\_\_\_\_  
 Company Name  
 Complete Paperless Solutions, LLC  
 \_\_\_\_\_  
 Address  
 5130 East La Palma Ave. #206  
 \_\_\_\_\_



City Anaheim State CA Zip Code 92807

( 760 ) 419-3446 ( )  
Telephone Number Fax Number

Company Type:  
 Corporation  Partnership  Trust/Estate  Limited Liability Company (LLC)  
 Individual/Sole Proprietor or single member LLC  Other: \_\_\_\_\_

Jamie Dunn  
Signed By

Jamie Dunn VP of Sales  
Print Name Title



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0856

**Agenda #:** D.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Final Acceptance of Zeco, Inc's work for the Southridge Dog Parks (East and West) Project (Bid No. DE-25-97-SB)

**RECOMMENDATION:**

Accept as complete the work performed by Zeco, Inc. for the Southridge Dog Parks (East and West) Project (#37200008 and #37200009).

**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 creating and promoting community through people, parks, and programs.

**DISCUSSION:**

On April 22, 2025, the City Council authorized the award of a construction contract to Zeco, Inc. in the amount of \$541,326.50 with a 10% contingency in the amount of \$54,132.65 for the Southridge Dog Parks (East and West) Project (#37200008 and #37200009). The project consisted of grading two (2) park sites and constructing concrete and asphalt concrete (AC) pavement improvements, which included the construction of curbs and/or gutters, concrete ramps, commercial driveways, AC dikes, AC parking lots, concrete sidewalks, and water quality BMPs.

Zeco, Inc. completed the construction of the project on February 11, 2026. The project was successfully completed for the final contract amount of \$588,182.14, an increase of 8.66% from the original contract amount of \$541,326.50 and \$7,277.01 under the total authorized budget. All work has been completed to the satisfaction of the City.

Following Zeco, Inc.'s work, the Public Works - Parks and Landscaping Division continues to install fencing, trees, irrigation lines, and other amenities to complete the Southridge Dog Parks project. The Southridge West Dog Park is anticipated to be completed in April 2026, and the East Dog Park is expected to be completed in June 2026.

**FISCAL IMPACT:**

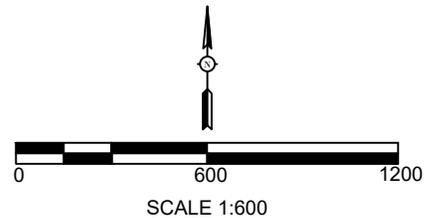
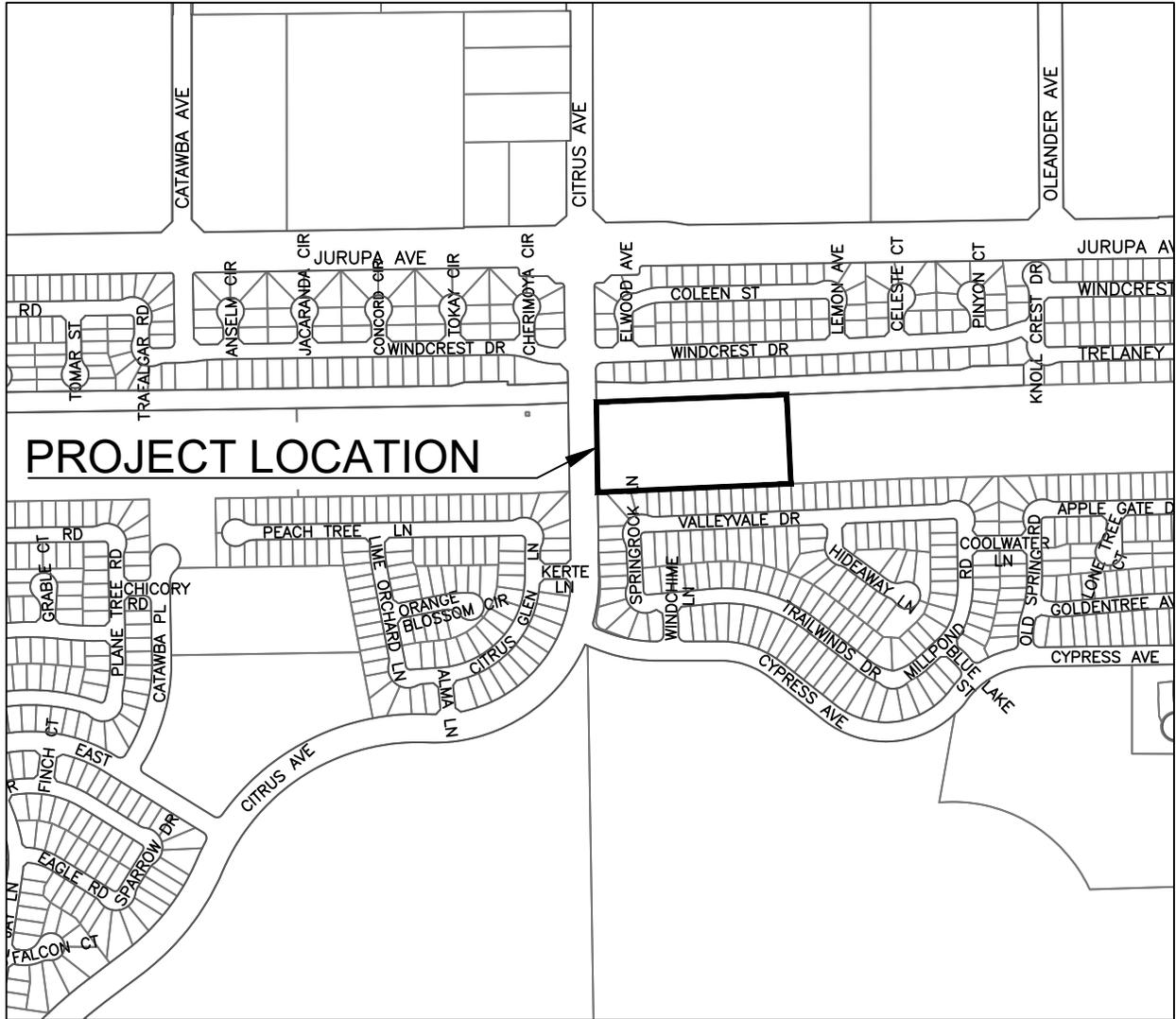
As part of the action to accept the construction of the Southridge Dog Parks (East and West) Project (#37200008 and #37200009) as complete, the City will take over the operation and maintenance of

this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2025-26 budget under the Public Works & Engineering Department, Parks and Landscape Division.

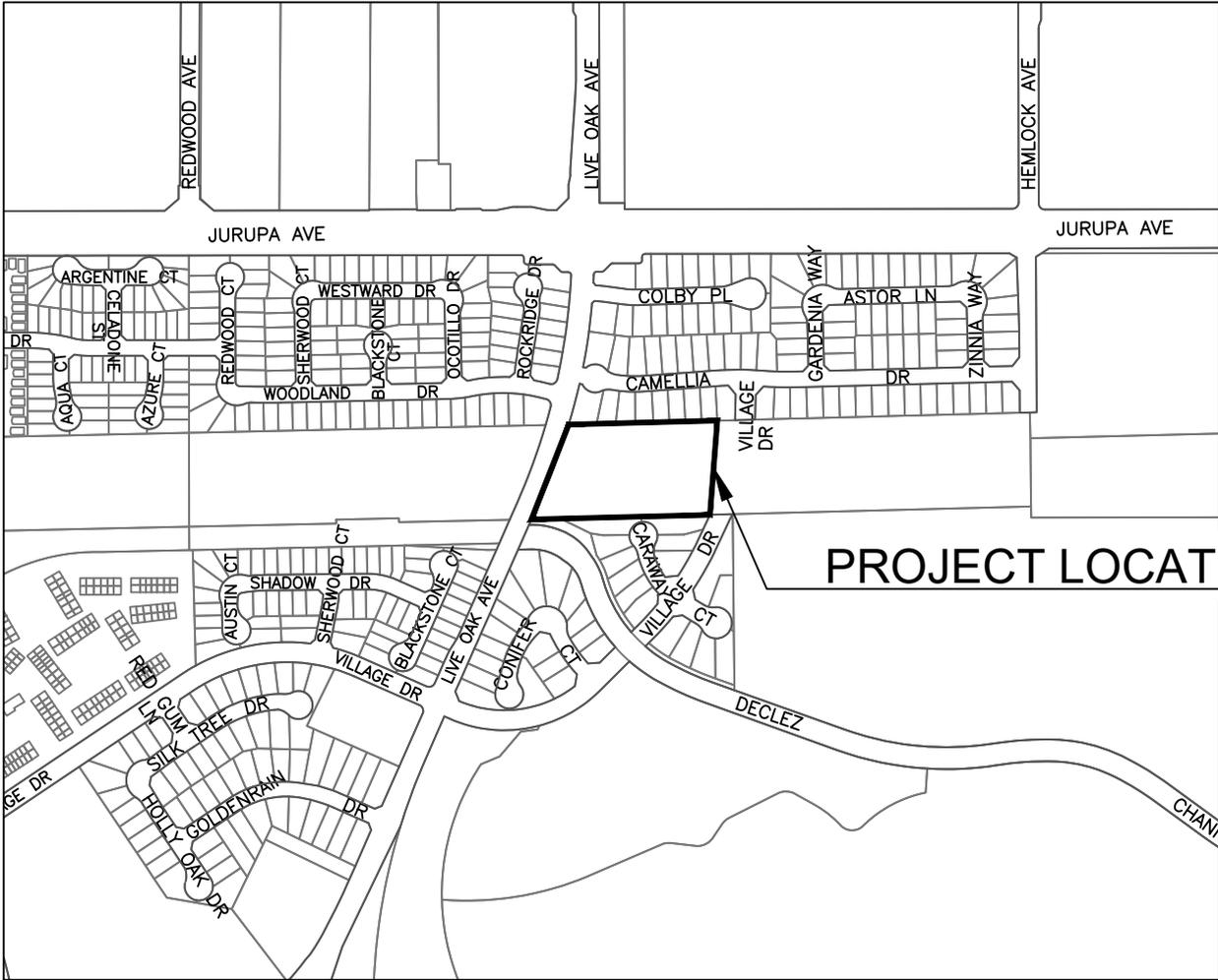
**MOTION:**

Approve staff recommendation.

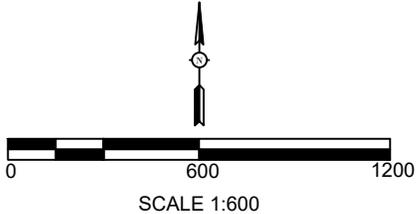
# SOUTHRIDGE DOG PARK EAST PROJECT



# SOUTHRIDGE DOG PARK WEST PROJECT



**PROJECT LOCATION**





# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0858

**Agenda #:** E.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Police Department

**SUBJECT:**

Police Department Monthly Information Update

**RECOMMENDATION:**

Accept the Police Department monthly information update for January 2026.

**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 January 2026 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

January 2026



# NOTEWORTHY EVENTS

- Fontana Police ICAC arrested several individuals for distributing child pornography.
- Chief Dorsey hosted a Business Watch Meeting.
- Chief Dorsey hosted a Faith Based Meeting.
- Fontana Police hosted a "Shop With A Veteran" event at Walmart.
- Fontana Police Special Operations arrested three suspects who were involved in mail theft throughout Fontana.
- FORGE met with the Fontana Chamber of Commerce and local business owners to increase networking and collaboration.
- Fontana Police Explorers participated in an explorer competition in Chandler, Arizona.
- COPE conducted several site-visits in local Etiwanda School District locations.





# CITYWIDE

- Priority 1 response time- 4:45 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 8,651
- Total arrests- 549
  - Hispanic- 369, White- 73 , Black- 85, All other races-22
- Total Group A Offenses- 626
  - Crimes Against Persons- 139
  - Crimes Against Property- 316
  - Crimes Against Society- 171



- Crimes Against Person- 139

- Homicide- 1
- Sex Offenses- 11
- Assault- 119
- Kidnapping- 0
- Other- 8

- Crimes Against Property- 316

- Robbery- 7
- Burglary- 24
- Larceny- 144
- Destruction of Property- 36
- Fraud- 23
- Possession of Stolen Property- 29
- Motor Vehicle Theft- 41
- Other Miscellaneous Property Crimes- 12

- Crimes Against Society- 171

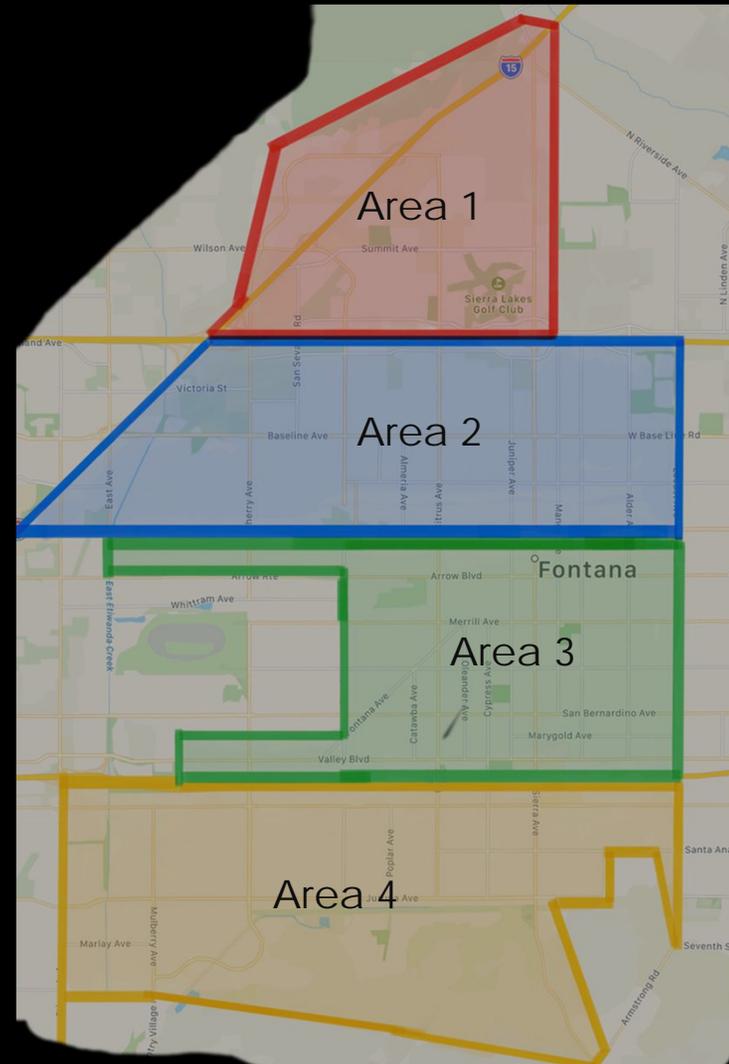
- Drug and Paraphernalia Possession- 150
- Possession of Child Pornography- 7
- Possession of Weapons- 13
- Other Miscellaneous Crimes- 1

# CITYWIDE



# CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



# BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER  
EMAIL- [KSLUSSER@FONTANACA.GOV](mailto:KSLUSSER@FONTANACA.GOV)  
DESK- (909) 350-7716

- Total Group A Offenses- 67
- Crimes Against Persons- 11
- Crimes Against Property- 51
- Crimes Against Society- 5



# BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT  
EMAIL- [MKRAUT@FONTANACA.GOV](mailto:MKRAUT@FONTANACA.GOV)  
DESK- (909) 356-7142

- Total Group A Offenses- 145
- Crimes Against Persons- 47
- Crimes Against Property- 78
- Crimes Against Society- 20



# BEAT 3

AREA COMMANDER IS LIEUTENANT ADAM CLABAUGH  
EMAIL – [ACLABAUGH@FONTANACA.GOV](mailto:ACLABAUGH@FONTANACA.GOV)  
DESK – (909) 350-7706

- Total Group A Offenses- 310
- 

- Crimes Against Persons- 62
- Crimes Against Property- 104
- Crimes Against Society- 144



# Beat 4

AREA COMMANDER IS LIEUTENANT KEITH ZAGORIN  
EMAIL – [KZAGORIN@FONTANACA.GOV](mailto:KZAGORIN@FONTANACA.GOV)  
DESK – (909) 350-7707

- Total Group A Offenses- 104
- Crimes Against Persons- 19
- Crimes Against Property- 83
- Crimes Against Society- 2





## 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

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0859

**Agenda #:** F.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Award a Construction Contract for the City Hall Renovation Project - Phase II (City Hall; Bid No. DE-26-91-SB)

**RECOMMENDATION:**

Award bid and authorize the City Manager to enter into a construction contract with Swinerton Builders for the construction of the City Hall Renovation Project - Phase II (City Hall) in the amount of \$49,422,000.00 and authorize a 10% contingency in the amount of \$4,942,200.00 (Bid No. DE-26-91-SB).

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City Hall Renovation Project - Phase II (City Hall) will be constructed in place of the existing City Hall building located at 8353 Sierra Ave, Fontana CA 92335 and shall consist of demolishing the existing one-story building, construction a two-story municipal building, remodel of the existing Development Services Organization (DSO) building, construction of a pedestrian bridge between the DSO building and the new City Hall building, utility installation, procurement of furniture, fixtures & equipment, in addition to all related on-site and off-site improvements. The intent of the building is to serve as the primary public interface for residents and businesses within the City and provide office spaces for City staff, provide public and employee parking on the Civic Campus.

On February 26, 2026, the bids for this project were opened. A total of nine (9) bids were received ranging from \$49,422,000.00 to \$63,750,000.00. The Engineer's estimate was \$58,000,000.00. Purchasing notified 859 vendors and 305 bidders downloaded the bid packet. After reviewing the proposed bid documents and performing reference checks, Engineering staff has determined Swinerton Builders to be the lowest, responsive, and responsible bidder in the amount of \$49,422,000.00.

**FISCAL IMPACT:**

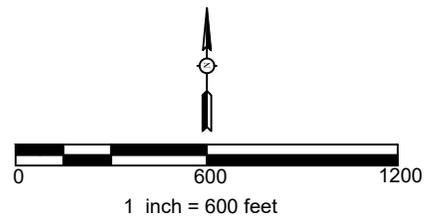
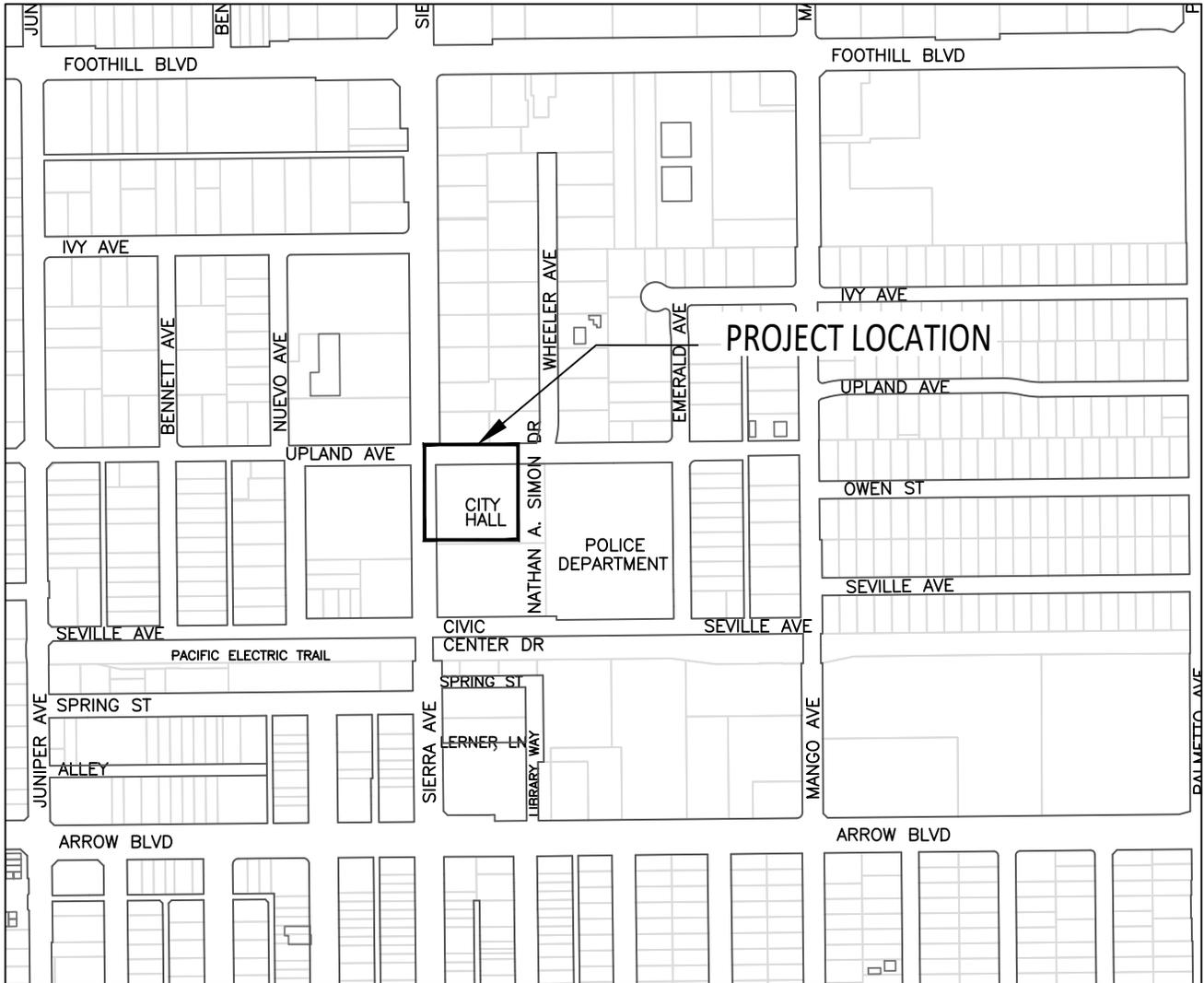
The fiscal impact associated with the approval of this item is \$49,422,000.00 with a \$4,942,200.00 contingency, for a total of \$54,364,200.00 for the full term of the construction contract. The \$54,364,200.00 is included in the 2025-2026 budget in the City Hall Renovation Phase 2 Project #

37600012 in the Capital Reinvestment Fund # 601.

**MOTION:**

Approve staff recommendation.

# CITY HALL RENOVATION PROJECT PHASE II (CITY HALL)



**Bid Results**  
**City Hall Renovation Project – Phase II (City Hall)**  
**DE-26-91-SB**

1. Swinerton Builders Santa Ana, CA	\$49,422,000.00
2. S. J. Amoroso Construction Co., LLC Costa Mesa, CA	\$52,357,000.00
3. Bogh Engineering Beaumont, CA	\$53,626,600.00
4. PCN3 Los Alamitos, CA	\$56,376,000.00
5. AMG & Associates Santa Clarita, CA	\$57,567,000.00
6. Woodcliff Corporation Los Angeles, CA	\$57,592,000.00
7. R. C. Construction Services Redlands, CA	\$60,001,000.00
8. Icon West Inc. Los Angeles, CA	\$60,100,000.00
9. ACC Contractors, Inc. Azusa, CA	\$63,750,000.00

## Bid Result

### Bidder Details

**Vendor Name** Swinerton Builders  
**Address** 200 N. Main Street  
Santa Ana, California 92701  
United States  
**Respondee** Besim Fejzagic  
**Respondee Title** Director of Public/Civic  
**Phone** 949-622-7056  
**Email** bfejzagic@swinerton.com  
**Vendor Type** CADIR  
**License #** 092  
**CADIR** 1000000296

### Bid Detail

**Bid Format** Electronic  
**Submitted** 02/26/2026 4:54 PM (PST)  
**Delivery Method**  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 463311

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
All Signed Bid Documents _Swinerton Builders_City of Fontana City Hall Renovation.pdf	All Signed Bid Documents _Swinerton Builders_City of Fontana City Hall Renovation.pdf	General Attachment
		General Attachment
Bid Bond - Swinerton Builders - City of Fontana City Hall Renovation.pdf	Bid Bond - Swinerton Builders - City of Fontana City Hall Renovation.pdf	Bid Bond

## Subcontractors

Showing 22 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>ACCO Engineered Systems, Inc.</b> 888 E. Walnut St. Pasadena, California 91101	Fire Suppression Systems	120696	1000000546	\$485,000.00	CADIR
<b>ALERT INSULATION OF CALIFORNIA</b> 15913 OLD VALLEY BLVD LA PUENTE, California 91744	Building Insulation	1077712	1000795913	\$300,000.00	
<b>Allison Mechanical, Inc.</b> 1968 Essex Court Redlands, California 92373	HVAC	670137	1000002213	\$3,359,743.00	CADIR, OSB
<b>American Landscape, Inc.</b> 7013 Owensmouth Avenue Canoga Park, California 91303	Landscape & Irrigation	288229	1000005457	\$447,692.00	
<b>Anning - Johnson Company</b> 22955 Kidder St Hayward, California 94545	Metal Decking	652825	1000000625	\$335,700.00	
<b>CMD Electric, Inc.</b> 1354 S PARKSIDE PLACE ONTARIO, California 91761	Electrical	1081762	1000880649	\$5,147,000.00	CADIR
<b>Chambers Inc. dba Roof Constructio</b> 1563 Sterling Court Escondido, California 92029	Membrane Roofing	647203	1000001961	\$941,000.00	CADIR, OSB
<b>Courtney Inc</b> 16781 Millikan Ave Irvine, California 92606	Sheet Metal & Metal Panels	699236	1000007792	\$3,296,499.00	
<b>EMPYREAN PLUMBING, INC</b> P O BOX 5680 Riverside, California 92517	Plumbing	879157	1000001538	\$891,316.00	CADIR
<b>Howard Contracting Inc</b> 12354 CARSON STREET HAWAIIAN GARDENS, California 907	Earthwork	466400	1000006979	\$447,914.00	
<b>KONE INC</b> ONE KONE COURT MOLINE, Illinois 61265	MRL Elevators	179166	1000003806	\$545,256.00	
<b>Kerns Inc A California Corporation</b> 17560 Catalpa Street Hesperia, California 92345	Site Utilities	986739	1000006137	\$896,658.00	CADIR
<b>NUCOR REBAR FABRICATION SOUT</b> 2101 WEST JACKSON STREET PHOENIX, Arizona 85009	Concrete Reinforcing	638636	1000007035	\$476,891.00	
<b>Pivot Interiors</b> 3355 Scott Blvd Ste 110 Santa Clara, California 95054	FF&E	288800	1000018735	\$1,794,332.00	
<b>Platinum Glass</b> 14288 CENTRAL AVE UNIT A CHINO, California 91710	Glass & Glazing	1098729	1000987828	\$2,694,198.00	
<b>Premier Tile &amp; Marble Inc</b> 15000 S MAIN STREET	Tiling	682059	1000002984	\$250,000.00	

Gardena, California 90248

	<b>SJN Builders</b> 729 W 16th S Suite C-3 Costa Mesa,		Cable Rails Fences & Gates, & Ornamental Handrails	1051841	1000609123	\$940,000.00	OSB
<b>SMI Architectural Millwork</b> 2116 W. Chestnut Ave. Santa Ana, California 92703	Architectural Woodwork	749965	1000005247	\$517,301.00			
<b>Southern California West Coast Elec</b> 200 S 8TH ST BLDG 1 BANNING, California 92220	PV Systems	462222	1000002036	\$595,178.00	CADIR		
<b>Tablerock Concrete Inc.</b> 28562 OSO PARKWAY STE 131-D Rancho Santa Margarita, California 9	Site Concrete	1024348	1001024773	\$1,391,802.00	CADIR, MBE, DBE, OSB		
<b>Unlimited Telecom Inc</b> 2481 E. Orangethorpe Ave Fullerton, California 92831	Low Voltage	1006851	1000883626	\$574,771.00			
<b>WHITMORE STEEL INC</b> 9075 Birch St Spring Valley, California 91977	Structural Steel & Misc. Metals	712746	1000010827	\$3,602,389.00			

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Section 1</b>							<b>\$49,422,000.00</b>		
1			DEMOLITION OF EXISTING CITY HALL BUILDING AND CONSTRUCTION OF NEW CITY HALL BUILDING, TENANT IMPROVEMENTS WITHIN THE DEVELOPMENT SERVICES (DSO) BUILDING AND ALL RELATED ON-SITE AND OFF-SITE IMPROVEMENTS	LS	1	\$49,422,000.00	\$49,422,000.00	Yes	
2			TRENCH SAFETY AND SHEETING, SHORING AND BRACING FOR EXCAVATION	LS	1	\$0.00	\$0.00	Yes	

## Line Item Subtotals

Section Title	Line Total
<b>Section 1</b>	<b>\$49,422,000.00</b>
<b>Grand Total</b>	<b>\$49,422,000.00</b>



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0866

**Agenda #:** G.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approve Fifth Contract Change Order for Asphalt Grind and Overlay Paving for the Construction of Traffic Signal at Duncan Canyon Road and Citrus Avenue, as Part of the Reimbursement Agreement with HDO4, LLC

**RECOMMENDATION:**

1. Approve fifth contract change order for asphalt grind and overlay paving for the construction of traffic signal at Duncan Canyon Road and Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.
2. Approve appropriation and allocate the amount of \$31,194.08 from Fund 604 - Measure T.

**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.

**DISCUSSION:**

The developer, HDO4, LLC, proposed the construction of two traffic signals, one at the intersection of Duncan Canyon Road and John Previti Avenue and another at the intersection of Duncan Canyon Road and Citrus Avenue, to improve circulation and enhance public safety and subsequently requested a reimbursement agreement. On April 8, 2025, the City Council approved the reimbursement agreement with HDO4, LLC for the construction of the two traffic signals.

Since the execution of the agreement, the developer submitted the first contract change order request for the Duncan Canyon Road and Citrus Avenue intersection in the amount of \$55,463.94 on August 12, 2025. The first change order was requested due to the inability of the contractor to install conduit by directional boring due to rocky soil conditions for certain portions of the intersection, and included costs associated with installing the conduit by trenching and the required paving as part of the trench repair. Per the approved reimbursement agreement, the first change order amount was within the ten percent (10%) contingency approved as part of the project cost for the Duncan Canyon Road and Citrus Avenue intersection, and the City Manager possessed the authority to approve the change order based on the signing authority amount.

On August 26, 2025, the developer submitted a second contract change order request for the reconstruction of two existing curb ramps located at the northeast and southeast corners of Duncan Canyon Road and Citrus Avenue. The developer asserted that reconstruction of the curb ramps was

not within the original scope of the traffic signal construction. The requested amount was \$33,267.20, which exceeded the remaining contingency balance of \$29,366.06, resulting in an excess of \$3,901.14 over the approved reimbursement cap. This excess was approved by the City Council on October 14, 2025.

On October 6, 2025, the developer submitted a third contract change order request providing a credit to the City for loop detectors that were not installed as part of the original contract due to the detection system being changed to a video detection system. The credit was issued in the amount of \$39,493.19 which brought the contingency balance below the approved reimbursement cap, leaving an available contingency balance of \$35,592.05.

On January 29, 2026, the developer submitted a fourth contract change order request for the installation of an ethernet switch that was not a part of the approved plan set. The requested amount was \$9,506.78. The fourth change order amount was less than the available contingency balance of \$35,592.05 and the City Engineer possessed the authority to approve the change order based on the signing authority, leaving a remaining balance of \$26,085.27.

On February 9, 2026, the developer submitted a fifth contract change order that included asphalt grind and overlay paving in the areas around the previously reconstructed curb ramps, as well as conduit crossings and potholes within the intersection. The asphalt rehabilitation was requested by the City's Inspection team to bring the pavement quality to an acceptable level for a new traffic intersection. The requested amount was \$57,279.35, which exceeded the remaining contingency balance of \$26,085.27, resulting in an excess of \$31,194.08 over the approved reimbursement cap.

Pursuant to the reimbursement agreement, the City Manager does not have the authority to approve amounts exceeding the ten percent (10%) contingency, and City Council approval is required for such expenditures.

**FISCAL IMPACT:**

The cost associated with the approval of this item is \$31,194.08 and will be funded with Measure T (Fund 604) funds. Funds are included in the FY2025-26 Operating Budget and available in account 60437000-8130.

**MOTION:**

Approve staff recommendation.

**EXHIBIT C**

**Improvement: Duncan Canyon & Citrus Avenue Traffic Signal Improvements**

	Total	Hard Costs				Soft Costs				
		Change Order	Construction	Contingency (10%)	Excess of Contingency (10%)	Engineering, Surveying	City Inspection, Permit Fees	SCE Fees	Bonds (2%)	Administrative Overhead (15%)
Original Reimbursable Contract.....	1,167,381.00	-	848,303.00	84,830.00	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 01.....	-	55,463.94	-	29,366.06	-	-	-	-	-	-
Change Order No. 01 Cost After Contingency Applied.....	-	-	848,303.00	-	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 02.....	-	33,267.20	-	-	-	-	-	-	-	-
Change Order No. 02 Cost After Contingency Applied.....	-	-	848,303.00	-	3,901.14	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 03.....	-	(39,493.19)	-	35,592.05	-	-	-	-	-	-
Change Order No. 03 Cost After Contingency Applied.....	-	-	848,303.00	-	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 04.....	-	9,506.78	-	26,085.27	-	-	-	-	-	-
Change Order No. 04 Cost After Contingency Applied.....	-	-	848,303.00	-	-	72,700.00	-	2,914.00	18,663.00	139,970.00
Change Order No. 05.....	-	57,279.35	-	-	-	-	-	-	-	-
Change Order No. 05 Cost After Contingency Applied.....	-	-	848,303.00	-	31,194.08	72,700.00	-	2,914.00	18,663.00	139,970.00
Updated Reimbursable Contract (if Approved).....	1,167,381.00	-	-	-	-	-	-	-	-	-

**Jurisdiction: City of Fontana**

*Change Order Form for Construction Contracts Under a Reimbursement Agreement.*

**PART I.**

Project:	<b>Duncan Canyon &amp; Citrus Avenue Improvements</b>	Change Order Date:	<u>03/04/26</u>
Agreement Type:	Cash	Agreement Date:	<u>04/14/25</u>
Discrete Component:	Traffic Signal		
Contractor:	<b>GT General Inc.</b> 1912 Elise Circle Corona, CA 92879	Developer:	<b>The Previti Group</b> 2151 E. Convention Center Way, Ste. 114 Ontario, CA 91764
Telephone:	951.545.5402	Telephone:	909.354.8000

**PART II.**

Plan Revision Required:  Yes  No  
 Field Change Required:  Yes  No

Description of Work:

GT General Inc. has provided a Change Order Request to perform additional grind and overlay work at the Duncan Canyon & Citrus Avenue Traffic Signal.

GT General's proposal includes total costs of \$57,279.36. This additional work is the result of direction provided by the City Inspection Team. GT General's scope includes grind and overlay of 0.17' at the NE and SE corners of the Citrus Ave. intersection. A mark-up of the plan set is attached to identify the areas where additional grind and overlay was requested.

GT General to call for City Inspector at least 24 hours in advance to monitor all work associated with Change Order. GT General will provide material receipts, equipment charges, and timesheets on a daily basis to the City Inspector.

**Breakdown of Change Order:**

Item	Description	Qty	Unit Measure	Unit Cost	Total	Eligible for Reimbursement Cash	--
1.	Additional Grind 0.17'	3,029.0	SF	7.58	22,959.82	22,959.82	-
2.	Additional Pave 0.17'	3,029.0	SF	9.32	28,230.28	28,230.28	-
3.	Traffic Control	3,029.0	SF	2.01	6,089.25	6,089.25	-
<b>TOTAL:</b>					<b>57,279.35</b>	<b>57,279.35</b>	<b>-</b>

**PART III.**

Acknowledge by:	Developer (The Previti Group)	Date
Acknowledge by:	Contractor (Belco)	Date
Acknowledge by:	Agency (City of Fontana)	Date
Acknowledge by:	Agency (City of Fontana)	Date
Acknowledge by:	Agency (City of Fontana)	Date
Acknowledge by:	Agency (City of Fontana)	Date



**Proposal: 25-079H**

**Date: 2/5/2026**

**Customer: The Previti Group**

**Address:** 2151 E. Convention Center Way, Suite 114

**City:** Ontario, CA 91764

**Attn:** dhaugen@theprevitigroup.com

**Project Name:** Duncan Canyon & Citrus - Corner Overlay

**Project address:** Duncan Caanyon Rd & Citrus Ave.

**City:** Fontana, CA

Thank you for the opportunity to bid on this project. GT General proposes to perform the following scope of work based on quantities Scale measured onsite.

**Scope of Work: Provide and place, labor and material to complete the following:**

Item No.	Item Description	Bid Qty	U/M	Unit Price	Item Total
<b>PREVAILING WAGE</b>					
01-01	Grind 0.17' At the NE, SE Corners & 2 Crossing OF Duncan And Citrus. (Traffic Control Included)				
	Labor	1.00	LS	\$	5,509.82
	Equipmenmt	1.00	LS	\$	17,450.00
	Material	1.00	LS	\$	-
		3029.00	SF	\$7.58	\$ 22,959.82
01-02	Pave 0.17' At the NE, SE Corners & 2 Crossing OF Duncan And Citrus. (Traffic Control Included)				
	Labor	1.00	LS	\$	11,084.20
	Equipmenmt	1.00	LS	\$	12,372.00
	Material	1.00	LS	\$	4,774.08
		3029.00	SF	\$9.32	\$ 28,230.28
01-03	Traffic Control				
	Labor	1.00	LS	\$	2,656.50
	Equipmenmt	1.00	LS	\$	3,432.75
	Material	1.00	LS	\$	-
		3029.00	SF	\$2.01	\$ 6,089.25
					<b>57,279.35</b>



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## CONDITIONS

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### GENERAL CONDITIONS

1. Job is bid **Prevailing wage** for labor, ready mix company, & other suppliers.
2. Job is Based on Grade Ready.
3. Cost to apply water is included, water to be supplied by others.
4. Work to be done during normal business hours Monday-Friday 7 am – 3:30 pm
5. Job is base on ONE (1) mobilization. (1) Grind & Overlay. Additional move's will be \$9,500 each.
6. Contract must include all items listed on proposal. If individual line items are wanted and others not wanted, pricing
7. Bonding is **NOT** included.
8. Prices are good through 03/30/26 and subject to change after expiration date due material costs.
9. GT will not and cannot be held responsible for scheduling conflicts and/or as a result of material and trucking shortages, and/or as a result of raw material unavailability, including but not limited to the unavailability of power.
10. Quantities used are approximate and subject to physical measurement on site. Corrections, if necessary, will be made using the unit price.
11. This proposal includes all labor and material to complete as listed above. This proposal excludes plans, permits & Deputy inspector.
12. Traffic Control IS included In any item Unless Otherwise Noted or Priced.
13. Price Excludes Trench Plates, Light towers, CMS Boards, and Traffic Control Plan.
14. All Dirt spoils will be hauled and left onsite. Processing and moister by others.
15. All Landscape Irrigation will be Lowered, Moved, Cut, Capped And restored By others.
16. GT General is not responsible for Damage to underground utilities not shown on blue prints, details, not marked on or off site, not buried at appropriate depths or found to be buried in or directly beneath the concrete or asphalt being removed. GT will not be responisble damages or repairs to confliting utilities.
17. GT General Bills on a Net 30 Basis Unless Noted Different in Contract. A 1.5% Fee Will Be added per Month to any Late Progress Payment and/or Invoice.

### PAVING CONDITIONS

1. Grade will be compacted to a relative 95% compaction only if existing soil conditions are feasible. Any deemed wet/saturated areas determined by inspector/testing areas will be stabilized by others or on T&M.
2. Adjusting and supplying of utility box's, water valves, man holes, etc. in AC is not included.
3. Excludes any Landscape and Irrigation Repair, Underground Utility repair, Caulking, Joint seal, Prime Coat, Redwood Header, Weed kill, Underground removals, Patch back at new curbs, gutters, ramps or driveways, reinforcing steel Unless Otherwise Noted(UON).
4. Backfilling and grading after asphalt patch/paving to be done by others.
5. Due to the Volatility of asphalted oil from asphalt concrete suppliers, the asphalt concrete used in this bid is subject to price adjustments, every 30 days, adjusted for the current price of a barrel of oil.
6. Asphalt is to be installed in ONE (1) course.
7. Tack is to be applied on vertical edges only.
8. Notification and/or posting of signs in preparation for street work to be done by others.
9. GT General is not responsible Pavement sinking or settling resulting from failure or settling of sub-grade from water erosion, improper compaction or other causes beyond control of scope of work.



- 10. Reflective cracking or water drainage problems from any new asphalt patching overlays due to preexisting pavement conditions, including but not limited to poor or unstable base conditions improper grades, or underlying water problem, etc.
- 11. GT General not responsible for Damage to cars, concrete, shoes, clothes, carports, or any other items as a result of getting onto the asphalt prematurely.
- 12. GT General cannot be held liable for unforeseeable conditions and additional labor, material, equipment, disposal charges, etc. will be applied if, and not limited to: Asphalt fabric of any kind is found in the existing asphalt during the grinding or demolition of said pavement. When removing and replacing existing asphalt it is discovered that thickness is more than stated in the body of the contract. Standing time or work delays
- 13. Striping is not Included in Asphalt Item.
- 14. GT General is not responsible for Damage to underground utilities not shown on blue prints, details, not marked on job site, not buried at appropriate depths or found to be buried in or directly beneath the concrete or asphalt being removed.
- 15 GT General is not liable for Drainage of existing and/or designed pavement or existing with fall of less than 2% and less than 1% of fall for concrete.

GT General is fully licensed, bonded and insured.

If this proposal is acceptable and returned signed, a contract shall be signed by both parties and attached to the contract.

\_\_\_\_\_  
Authorized Customer/Agency Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Customer/Agency Name Printed

\_\_\_\_\_  
GT Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
GT Authorized Name Printed

# CITY OF FONTANA

## OPENING DAY SIGNING & STRIPING PLAN

### DUNCAN CANYON ROAD & CITRUS AVENUE (500' FROM INTERSECTION)

**SIGNING AND STRIPING GENERAL NOTES:**

1. ALL WORK, MATERIALS, EQUIPMENT AND TEMPORARY TRAFFIC CONTROL SHALL CONFORM TO THESE PLANS, THE CITY OF FONTANA DESIGN STANDARDS, THE CITY'S SPECIAL PROVISIONS, SECTION E, CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITIONS.
2. ALL REQUIRED CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF FONTANA DEPARTMENT OF ENGINEERING PRIOR TO COMMENCEMENT OF WORK.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN TEMPORARY TRAFFIC CONTROL AT ALL TIMES.
4. ALL SIGNS SHALL BE INSTALLED PER CITY DESIGN STANDARD 4003, UNLESS OTHERWISE SPECIFIED ON THE PLANS. SIGNS AND SIGNPOSTS THAT ARE REMOVED SHALL BE SALVAGED TO THE CITY YARD AT 16489 ORANGE WAY.
5. ALL STRIPING SHALL BE ALKYD THERMOPLASTIC UNLESS OTHERWISE NOTED. STRIPING AND PAVEMENT LEGENDS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
6. SUBSTITUTE TYPE "C" RAISED PAVEMENT MARKERS FOR TYPE "G" MARKERS ON DETAIL 38 STRIPING ON ROADWAYS WITH RAISED MEDIANS.
7. STRIPING AND PAVEMENT MARKINGS TO BE REMOVED SHALL BE REMOVED BY SANDBLASTING OR OTHER APPROVED METHOD, NONE OF WHICH SHALL DAMAGE THE PAVEMENT. THE "BLACK OUT" METHOD OF REMOVAL IS NOT PERMITTED. ANY PAVEMENT DAMAGED BY REMOVALS SHALL BE REPAIRED PER APPROVAL BY THE CITY ENGINEER AT NO COST TO THE CITY.
8. PARKING RESTRICTIONS (RED CURB, SIGNAGE) SHALL BE INSTALLED ONE WEEK PRIOR TO INSTALLATION OF STRIPING.
9. ALL STRIPING AND SIGNS (OTHER THAN PARKING RESTRICTION SIGNS) SHALL BE APPLIED/INSTALLED AT THE SAME TIME.
10. CONTROL POINTS OR "CAT TRACKING" SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO APPLICATION OF PAVEMENT STRIPING AND LEGENDS. TRAFFIC LOOPS SHALL NOT BE CUT IN PRIOR TO APPROVAL OF CAT TRACKING. A 48 HOUR ADVANCE NOTICE IS REQUIRED FOR REVIEW OF CAT TRACKING.
11. EXISTING MARKINGS NOT IDENTIFIED AS TO BE REMOVED, REPLACED, OR REFRESHED SHALL BE REFRESHED WITHIN UP TO 100' OF THE PROJECT LIMITS AT THE DISCRETION OF THE CITY'S INSPECTOR OR TRAFFIC ENGINEER.
12. BLUE RAISED PAVEMENT MARKERS SHALL BE INSTALLED AT ALL FIRE HYDRANT LOCATIONS PER CITY DESIGN STANDARD 6001.
13. RECORD DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS AND ELECTRONIC AUTOCAD FILES TO THE CITY ENGINEER.



**VICINITY MAP**

SHEET INDEX		SHEET NO.	
1	TITLE SHEET	1	OF 2
2	OPENING DAY SIGNING & STRIPING PLAN - DUNCAN CANYON ROAD & CITRUS AVENUE (500' FROM INTERSECTION)	2	OF 2



REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



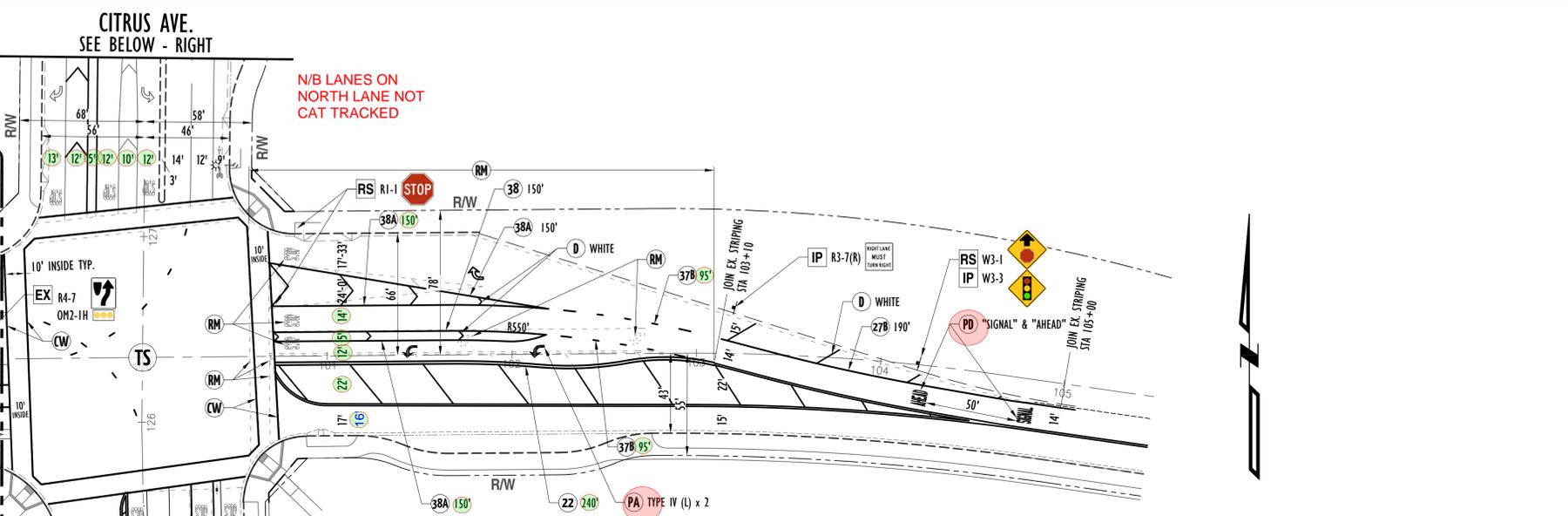
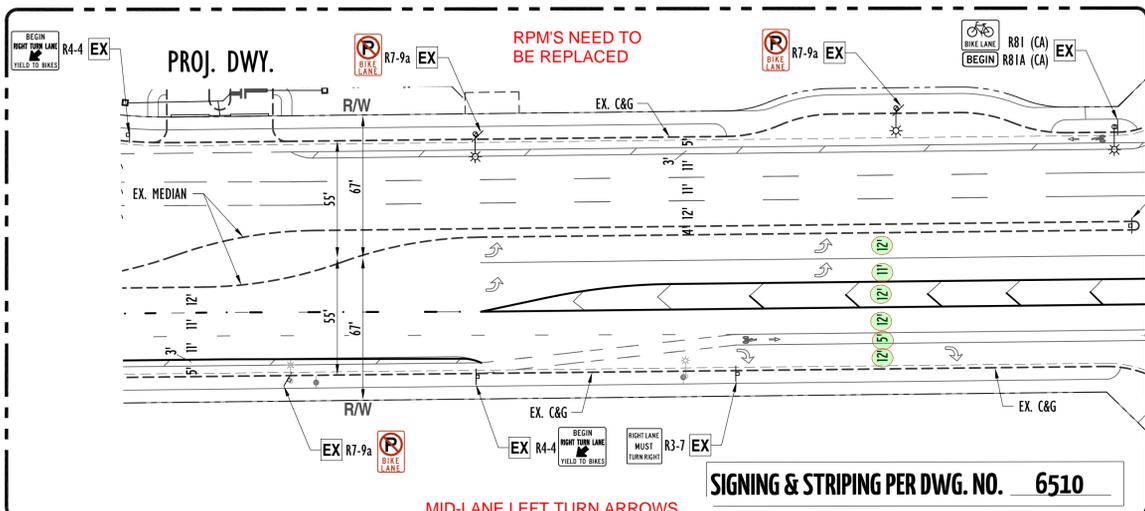
**URBAN CROSSROADS**  
www.urbanXroads.com  
TELEPHONE # 949-660-1994

7/15/2025  
**BRENDAN W. DUGAN** R.C.E. 79075

*Alv* 09/04/2025  
DWG 6512

CITY OF FONTANA, CALIFORNIA			
SIGNING & STRIPING PLAN INTERIM PHASE 1			
DRAWN BY: <b>E.L.</b>	TITLE SHEET	SCALE: N/A	DATE: 7/15/2025
DESIGNED BY: <b>E.L.</b>	APPROVED BY: <i>Gia Lam Kim</i>	DATE: 9/9/2025	DRAWING NO.: 6512
CHECKED BY: <b>B.D.</b>	GIA LAM KIM/ CITY ENGINEER	R.C.E. 62296	1/2

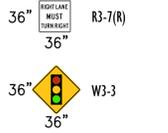
# DUNCAN CANYON RD. (45 MPH)



### STRIPING CONSTRUCTION NOTES:

- (CW) INSTALL 12" REFLECTIVE WHITE THERMOPLASTIC CROSSWALK (BASIC) OR LIMIT LINE PER CALTRANS STANDARD PLAN A24F & A24G.
- (D) INSTALL 12" THERMOPLASTIC CHEVRON/DIAGONAL LINE @ 50' O.C. (COLOR AS NOTED).
- (S) INSTALL 6" SOLID REFLECTIVE WHITE THERMOPLASTIC LINE, 50' TYPICAL.
- (PA) INSTALL REFLECTIVE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24.
- (PD) INSTALL REFLECTIVE THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.
- (12A) INSTALL 6" REFLECTIVE WHITE THERMOPLASTIC LANE LINE PER CALTRANS STANDARD PLAN A20A DETAIL 12A.
- (22) INSTALL 6" REFLECTIVE DOUBLE YELLOW THERMOPLASTIC LINES PER CALTRANS STANDARD PLAN A20A DETAIL 22.
- (27B) INSTALL 6" REFLECTIVE WHITE THERMOPLASTIC EDGE LINE PER CALTRANS STANDARD PLAN A20B DETAIL 27B.
- (37B) INSTALL 6" REFLECTIVE WHITE THERMOPLASTIC LANE DROP LINE PER CALTRANS STANDARD PLAN A20C DETAIL 37B.
- (38) INSTALL 8" REFLECTIVE WHITE THERMOPLASTIC CHANNELIZING LINE PER CALTRANS STANDARD PLAN A20D DETAIL 38.
- (38A) INSTALL 8" REFLECTIVE WHITE CHANNELIZING LINE PER CALTRANS STANDARD PLAN A20D DETAIL 38A.
- (39) INSTALL 6" REFLECTIVE WHITE THERMOPLASTIC BIKE LANE LINE PER CALTRANS STANDARD PLAN A20D DETAIL 39.
- (39A) INSTALL 6" REFLECTIVE WHITE THERMOPLASTIC BIKE LANE AT INTERSECTION LINE PER CALTRANS STANDARD PLAN A20D DETAIL 39A.
- (RM) REMOVE ALL CONFLICTING EXISTING STRIPING, LEGENDS, AND PAVEMENT MARKERS.

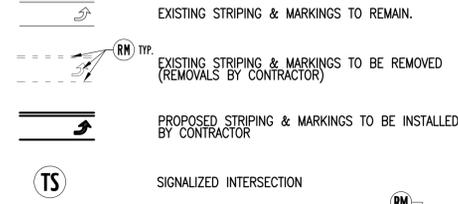
### NEW SIGN LEGEND:



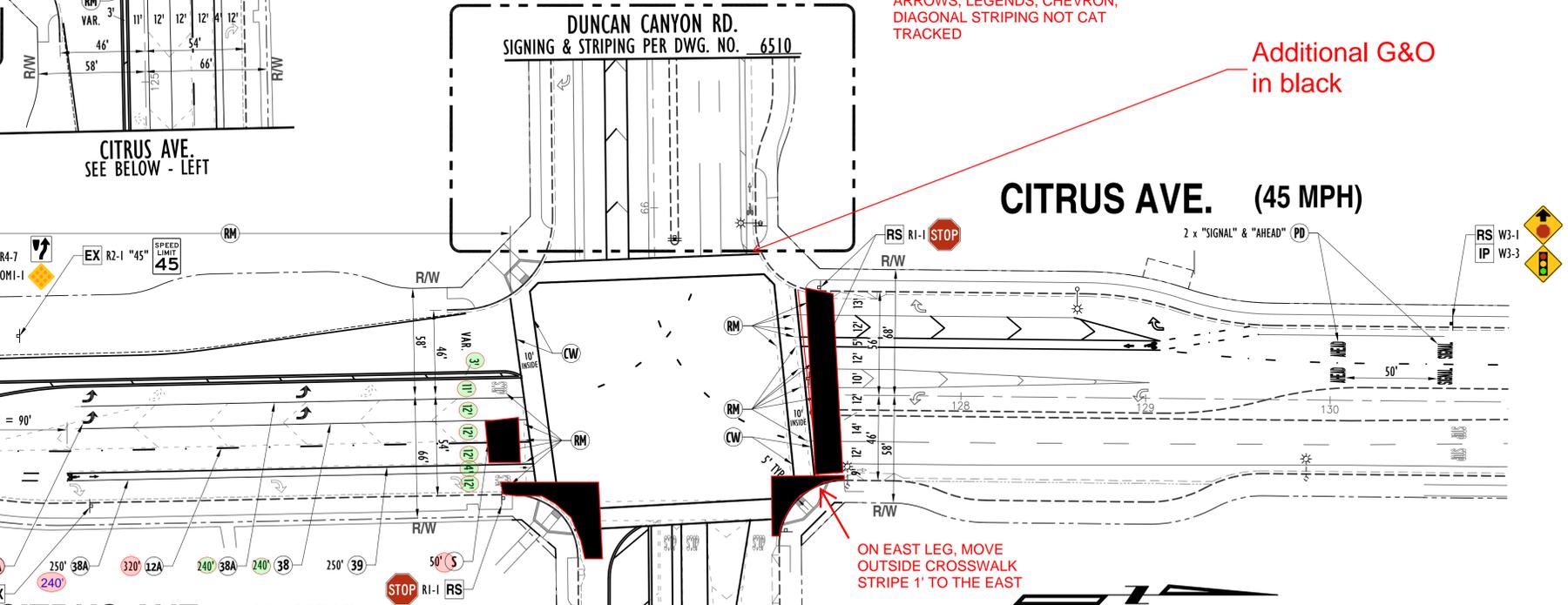
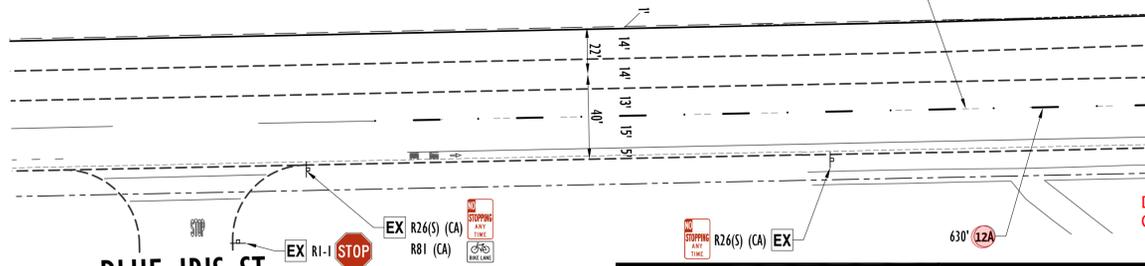
### SIGNING CONSTRUCTION NOTES:

- (EX) EXISTING SIGN (NOTED) TO BE PROTECTED IN PLACE.
- (IP) FURNISH AND INSTALL SIGN (NOTED) AND POST (IF NECESSARY) PER CITY OF FONTANA STANDARDS.
- (IS) FURNISH AND INSTALL SIGN (NOTED) ON STREET LIGHT PER CITY OF FONTANA STANDARDS.
- (RS) REMOVE AND SALVAGE EXISTING SIGN.

### LEGEND:



# CITRUS AVE. (45 MPH)



### SIGNING AND STRIPING GENERAL NOTES:

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# BLUE IRIS ST.



REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

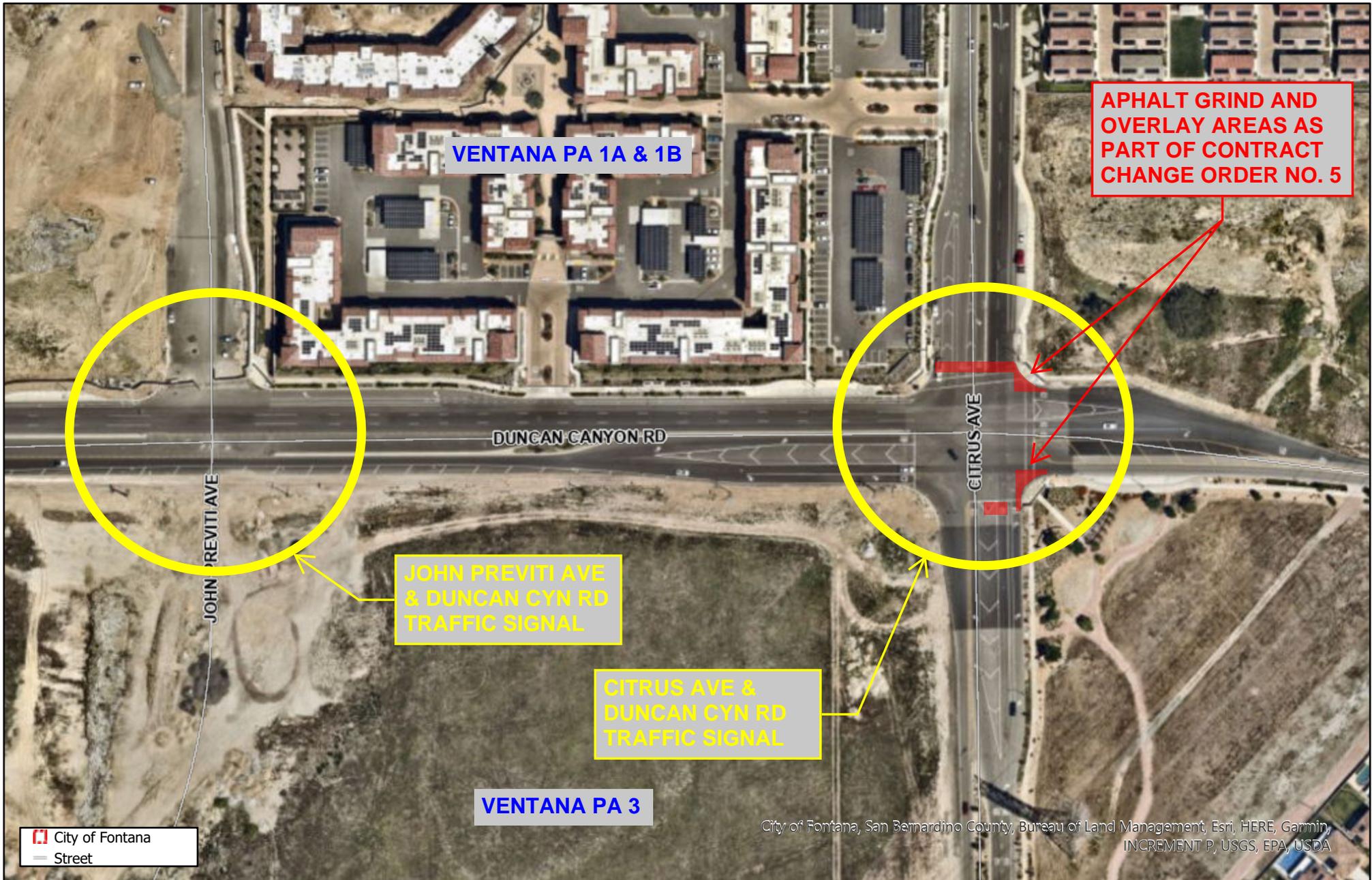


CITY OF FONTANA, CALIFORNIA  
SIGNING & STRIPING PLAN INTERIM PHASE 1

DRAWN BY: E.L.	DUNCAN CANYON ROAD & CITRUS AVENUE (500' FROM INTERSECTION)	SCALE: 1" = 40'
DESIGNED BY: E.L.		DATE: 7/15/25
CHECKED BY: B.D.	APPROVED BY: <i>Gia Lam Kim</i>	DRAWING NO.: 6512
	DATE: 9/9/2025	

# Ventana Traffic Signal Exhibit

CONTRACT CHANGE ORDER NO. 5





# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0867

**Agenda #:** H.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

---

**FROM:**

Engineering

**SUBJECT:**

Approve an Increase in Construction Contingency for FY 2024/2025 Citywide Pavement Rehabilitation Project (DE-25-102-SB)

**RECOMMENDATION:**

Approve and authorize the City Manager to increase the construction contingency amount by \$300,000.00, for a total contingency amount of \$747,652.83 (DE-25-102-SB).

**COUNCIL GOALS:**

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

**DISCUSSION:**

The City of Fontana's 7-Year Pavement Management Plan includes the FY 2024/25 Citywide Pavement Rehabilitation Project. The proposed improvements include the rehabilitation of existing asphalt pavement and the reconstruction of ADA compliant curb ramps. The project will improve ride quality, increase pavement service life, and enhance the safety of both vehicular and pedestrian traffic.

On April 22, 2025, the City Council authorized the City Manager to execute a construction contract with Matich Corporation of San Bernardino for the construction of the FY 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). The contract includes five (5) different locations - Grid 47, Merrill Avenue from Alder Avenue to Maple Avenue, Sierra Avenue from Summit Avenue to Sierra Lakes Parkway, Sierra Avenue from Baseline Avenue to Highland Avenue, and Marygold Avenue from Sierra Avenue to Alder Avenue.

To date, Grid 47 and Merrill Avenue from Alder Avenue to Maple Avenue have been completed. Sierra Avenue from Summit Avenue to Sierra Lakes Parkway and Sierra Avenue from Baseline Avenue to Highland Avenue are anticipated to be substantially complete by the time this staff report is presented. Construction on Marygold Avenue from Sierra Avenue to Alder Avenue is scheduled to begin in Summer 2026.

During construction, the City evaluated the condition of Maloof Avenue from Curtis Avenue to Sierra Lakes Parkway and determined that pavement improvements are warranted at this time. Due to the proximity of this segment to the current project limits and the contractor's competitive unit pricing, staff recommends incorporating the Maloof Avenue pavement improvements into the existing contract through a construction change order. This approach will expedite delivery and provide the most cost-effective solution. The contractor's proposed quote for the Maloof Avenue improvements is \$230,200.69.

Due to the addition of Maloof Avenue and the potential for additional contract change orders associated with the ongoing and upcoming improvements, the total construction costs are anticipated to exceed the previously approved contingency amount. Accordingly, staff is requesting an increase to the contract contingency.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$300,000.00. Funds are included in the Fiscal Year 2025-2026 Budget in the FY25/26 Pavement Rehabilitation Project #37600090 in Fund 604 - Capital Project TUT

**MOTION:**

Approve staff recommendation.



PO Box 10, Highland, CA 92346

To: CITY OF FONTANA  
8353 SIERRA AVE  
FONTANA CA 92335

Quote : 3054  
Date : 2/25/2026  
Phone: (909) 350-7610  
Email: trobertson@fontanaca.gov

From: Jason Jones  
Phone: (909) 382-7400  
Fax: (909) 382-0113

CA License: 149783 A, B  
DIR No: 1000004260  
Email: jjones@matichcorp.com

We propose to furnish labor and material in accordance with the plans and specifications for:

25-015 MALOOF AVE.  
FONTANA, CA

Item No.	Description	Quantity	U/M	Unit Price	Total Price
<b>BASE BID</b>					
01 1	MOBILIZATION	1	LS	\$34,000.00	\$34,000.00
01 2	TRAFFIC CONTROL	1	LS	\$13,600.00	\$13,600.00
01 3	R&R 4.5" AC DRIVEWAY	4,588	SF	\$9.00	\$41,292.00
01 4	REMOVE 4.5" AC	36,429	SF	\$0.96	\$34,971.84
01 5	2.5" B 64-10 R25	36,429	SF	\$1.47	\$53,550.63
01 6	2" AC C2 PG 64-10 R25	36,429	SF	\$1.18	\$42,986.22
01 7	ADJUST MANHOLE	1	EA	\$9,800.00	\$9,800.00
<b>Total for: BASE BID</b>					<b>\$230,200.69</b>

**NOTES**

1. Proposal is good for 30 days.
2. If this work is not performed by JUNE 30, 2026 this proposal is subject to a price adjustment.
3. Match Corporation not responsible for damage to unmarked underground utilities.

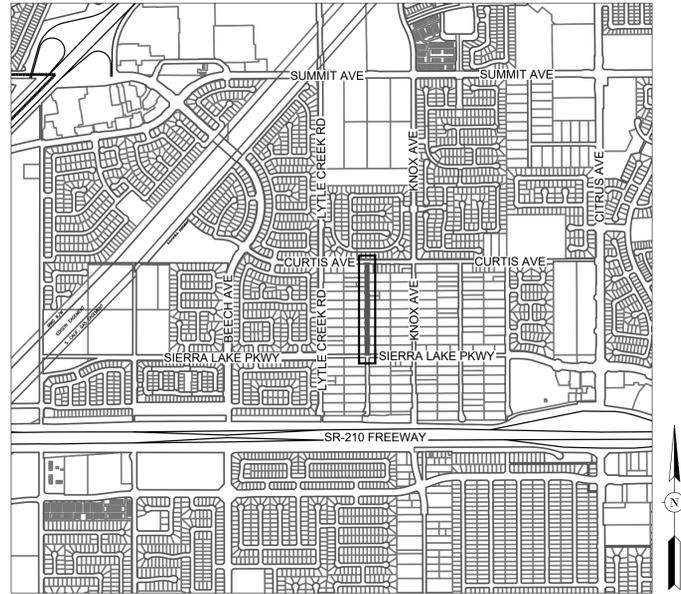
**SPECIAL EXCLUSIONS**

1. Excludes striping, markings, and signage.
2. Excludes weekend shifts and night shifts.
3. Excludes redwood header, lumber, and formwork of any kind.
4. Excludes additional insurance policies for pollution, builders risk, professional liability, and railroad. Any of these policies can be included upon request at an additional cost.

Date:

Accepted by:

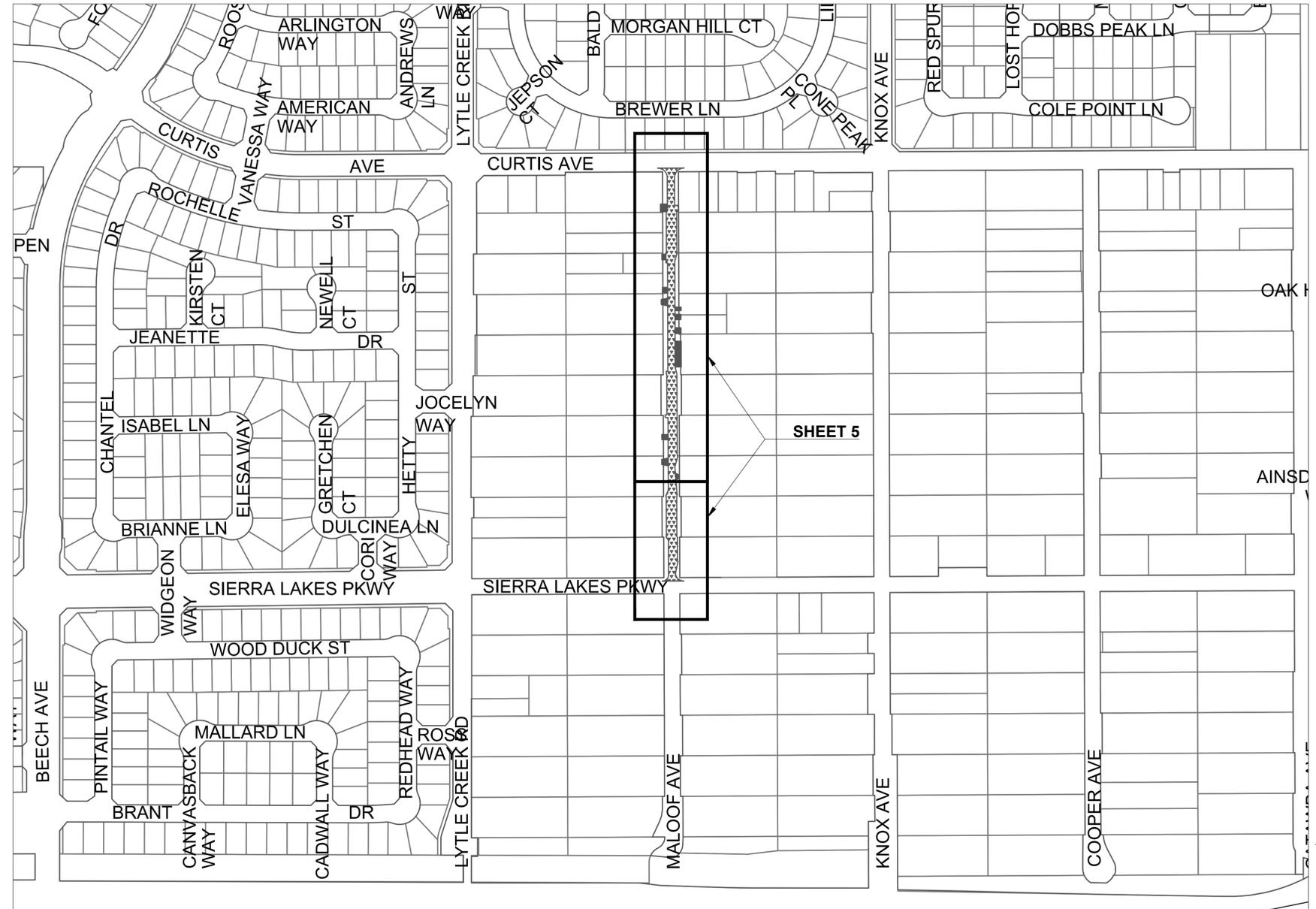
# CITY OF FONTANA MALOOF AVE PAVEMENT REHABILITATION FROM CURTIS AVE TO SIERRA LAKES PKWY



**VICINITY MAP**  
N.T.S.

SHEET INDEX:

1. TITLE SHEET
2. GENERAL NOTES
- 3-4. TYPICAL SECTIONS & DETAILS
5. CONSTRUCTION SHEET - MALOOF AVE



**INDEX MAP**  
N.T.S.



REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



Prepared Under The Supervision Of :  
*Jeffrey Kim*  
JEFFREY KIM  
R.C.E. 63106  
Date: 02/18/26

CITY OF FONTANA, CALIFORNIA STREET IMPROVEMENT PLAN			
DRAWN BY: CR	DESIGNED BY: CR	MALOOF AVE PAVEMENT REHABILITATION TITLE SHEET	
CHECKED BY: TR / SM	APPROVED BY: <i>Gia Lam Kim</i> GIA LAM KIM CITY ENGINEER	DATE: 02/18/26 R.C.E. 62296	SCALE: AS SHOWN DATE: 2/18/26 DRAWING NO.: 6612 / 5

**GENERAL NOTES:**

- ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF FONTANA STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
- WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENT THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK", THE CONTRACTOR SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
- ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF FONTANA COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING DIVISION PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (909) 350-7610
- THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROL. LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY TRAFFIC ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
- THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
- THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
- NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
- THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION; HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERE TO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-227-2600 TWO WORKING DAYS BEFORE EXCAVATION.
- THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
- THE CONTRACTOR SHALL NOT OPERATE AND FIRE HYDRANT WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE WATER COMPANY FOR VALVE OPERATION AND WATER REQUIREMENTS.
- CURVE DATA REFERS TO THE FACE OF CURB.
- STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
- ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
- REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
- THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
- ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25-MILES PER HOUR.
- THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
- NO TRENCH BACKFILL SHALL BE TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR
- A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION. FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED
- CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
- THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF FONTANA STANDARD DETAILS.
- ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR, AND FINISH TO MATCH EXISTING CONCRETE.
- THE SEWER CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
- ADJUST ALL UTILITIES TO GRADE. PAYMENT TO BE INCLUDED IN PAVEMENT ITEMS AND WILL NOT BE PAID SEPARATELY.

**GENERAL NOTES (CONT.):**

- NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
- ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
- ALL PAVING MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING.
- UPON COMPLETION OF CONSTRUCTION, CONTRACTORS SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
- CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
- AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
- TEMPORARY RAMPS WILL BE PLACED AT ALL AREAS THAT ARE BASED OR GROUND ONLY AND NOT FLUSH WITH EXISTING FINISH SURFACE. RAMPS TO BE CONSTRUCTED AT TRANSITIONS AND DRIVEWAYS WILL BE IN PERMANENT MATERIALS.

**PRIVATE ENGINEER'S NOTE:**

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR SUBSTRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

**NOTICE TO CONTRACTORS:**

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

**SURVEY MONUMENT NOTE:**

SURVEY MONUMENTS THAT EXIST AS SHOWN ON RECORDED MAPS, HIGHWAY MAPS OR POINTS THAT PROVIDE SURVEY CONTROL WITHIN THE CONSTRUCTION AREA, SHALL BE LOCATED AND REFERENCED OUT BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER (AUTHORIZED TO PRACTICE LAND SURVEYING), AND CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR PRIOR TO THE START OF CONSTRUCTION. THESE CORNER RECORDS SHALL DESCRIBE THE MONUMENTS FOUND WITH TIE DISTANCES TO REFERENCE POINTS FOR RESETTling OF THE SURVEY MONUMENTS. WHEN CONSTRUCTION IS COMPLETED, MONUMENTS SHALL BE SET AND CORNER RECORDS SHALL BE FILED WITH THE COUNTY SURVEYOR SHOWING THE NEW MONUMENTS.

**CONTRACTOR'S RESPONSIBILITY FOR SAFETY:**

IN SUBMITTING A BID FOR THIS WORK THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THIS PROJECT; INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNERS AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTE: ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN-KIND PER SPECIAL PROVISIONS E-SECTION UNLESS OTHERWISE SPECIFIED.

**LEGEND OF SYMBOLS AND ABBREVIATIONS:**

FH	EXISTING FIRE HYDRANT	ABAND	ABANDONED	INV	INVERT
WV	EXISTING WATER VALVE	AC	ASPHALT CONCRETE	LF	LINEAR FEET
PP	EXISTING POWER POLE	AP	ANGLE POINT	MH	MANHOLE
MB	EXISTING MAILBOX	BC	BEGINNING OF CURVE	PCC	PORTLAND CEMENT CONCRETE
WM	EXISTING WATER METER	BCR	BEGIN CURB RETURN	PRC	POINT OF REVERSE CURVE
---	EXISTING EDGE OF PAVEMENT	CB	CATCH BASIN	S	SLOPE
	EXISTING TREE	CF	CURB FACE	SD	STORM DRAIN
	EXISTING PALM TREE	CL	CENTERLINE	STA	STATION
	EXISTING SHRUB/PLANT	EC	END OF CURVE	TC	TOP OF CURB
	EXISTING STREET LIGHT	ECR	END CURB RETURN	WM	WATER METER
	EXISTING MANHOLE	ELEV	ELEVATION		
	EXISTING SURVEY CONTROL	FH	FIRE HYDRANT		
R/W	EXISTING RIGHT-OF-WAY	FL	FLOW LINE		
	PROPOSED AC SLURRY	FS	FINISH SURFACE		
	PROPOSED 2" AC GRIND AND OVERLAY	GB	GRADE BREAK		
	CURB RETURN REMOVAL AND REPLACEMENT	GUTR	GUTTER		
	PROPOSED AC REMOVAL AND REPLACEMENT				
	TACTILE WARNING SURFACE REMOVAL AND REPLACEMENT				
	ASPHALT DRIVEWAY APRON REMOVAL AND REPLACEMENT				

**CONSTRUCTION NOTES:**

- NOT USED
- REMOVE 4.5" DEPTH OF EXISTING AC PAVEMENT AND NATIVE MATERIAL, RECOMPACT TO 95% PER CITY OF FONTANA STD. PLAN NO. 1008
- CONSTRUCT 2.5" AC PAVMENT (B PG-64-10) PER CITY OF FONTANA STD PLAN NO. 1008
- CONSTRUCT 2" AC PAVMENT (C2 PG-64-10) PER CITY OF FONTANA STD PLAN NO. 1008
- ADJUST EXISTING MANHOLE TO GRADE PER GREENBOOK SECTION 403 AND CITY OF FONTANA STD. PLAN NO. 2000, INCLUDING FINISH PAVING. MANHOLES TO BE LOWERED AND FALSE BOTTOMS ARE TO BE INSTALLED BEFORE CONSTRUCTION BEGINS. PROTECTION WILL STAY IN PLACE UNTIL MANHOLES ARE RESTORED TO PREVENT ANY DEBRIS ENTERING EXISTING FACILITIES.
- NOT USED
- NOT USED
- TIE IN EXISTING DRIVEWAY WITH NEWLY PAVED STREET. REMOVE EXISTING ASPHALT DRIVEWAY APRON AND CONSTRUCT 4.5" ASPHALT DRIVEWAY APRON.
- PLACE SHOULDER/EDGE BACKING PER DETAIL ON SHEET 3



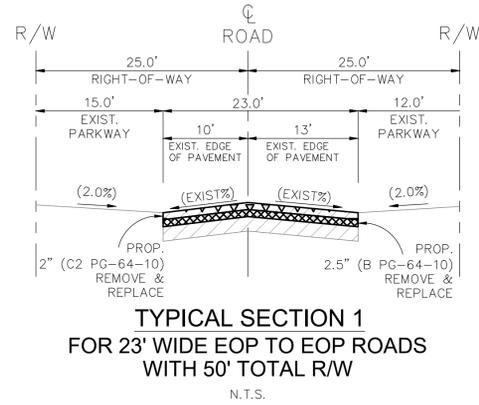
REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



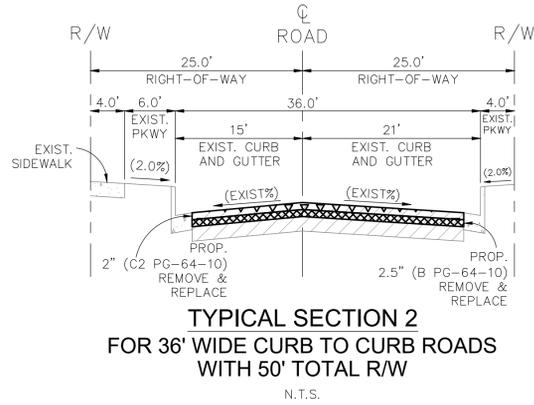
Prepared Under The Supervision Of :  
 Jeffrey Kim  
 Date: 02/18/26  
 R.C.E. 63106

CITY OF FONTANA, CALIFORNIA			
STREET IMPROVEMENT PLAN			
DRAWN BY: CR	MALOOF AVE PAVEMENT REHABILITATION GENERAL NOTES		SCALE: AS SHOWN
DESIGNED BY: CR			DATE: 2/18/26
CHECKED BY: TR / SM	APPROVED BY: GIA LAM KIM CITY ENGINEER	DATE: 02/18/26 R.C.E. 62296	DRAWING NO.: 6612 / 5



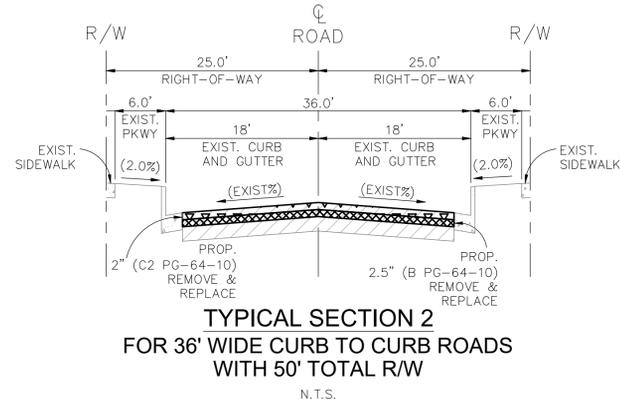
**TYPICAL SECTION 1**  
FOR 23' WIDE EOP TO EOP ROADS  
WITH 50' TOTAL R/W

N.T.S.



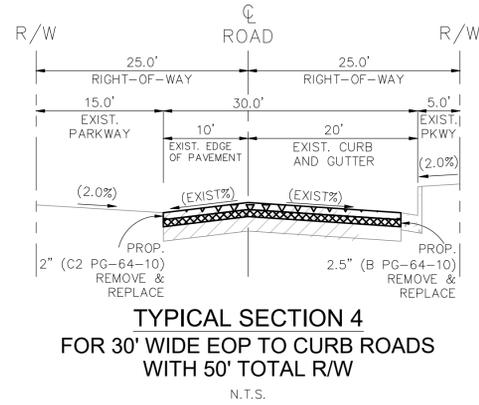
**TYPICAL SECTION 2**  
FOR 36' WIDE CURB TO CURB ROADS  
WITH 50' TOTAL R/W

N.T.S.



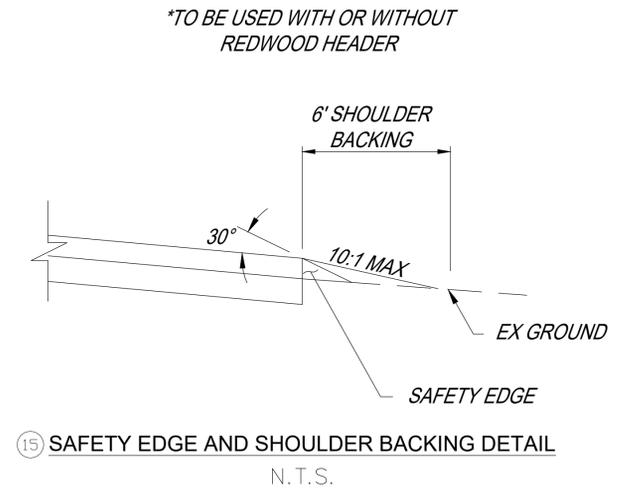
**TYPICAL SECTION 2**  
FOR 36' WIDE CURB TO CURB ROADS  
WITH 50' TOTAL R/W

N.T.S.



**TYPICAL SECTION 4**  
FOR 30' WIDE EOP TO CURB ROADS  
WITH 50' TOTAL R/W

N.T.S.



**15 SAFETY EDGE AND SHOULDER BACKING DETAIL**

N.T.S.

**LEGEND:**  
W = TRENCH WIDTH  
O.D. = OUTSIDE DIAMETER OF PIPE  
BASE COURSE  
SURFACE COURSE

**NOT TO SCALE**

**APPROVED BY:** RICARDO SANDOVAL  
**CITY ENGINEER**  
DATE: 4/7/23  
**REVIEWED BY:** JP  
**DRAWN BY:** JP

**CITY OF FONTANA**  
**ROADWAY REPAIR AND TRENCH BACKFILL**  
STD. PLAN NO. 1008 SHT 1 OF 3

**PAVEMENT REPAIRS AT INTERSECTIONS**

**GENERAL NOTES:**

- THIS STANDARD DRAWING SHALL APPLY TO ANY AND ALL ROADWAY PAVING REPAIRS INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM SUBSURFACE UTILITY LOCATING SERVICES.
- PRIOR TO PLACEMENT OF PERMANENT PAVING, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE. ALL PAVEMENT JOINTS/CRACKS WITHIN 4' OF THE TRENCH, OR AS DIRECTED BY THE CITY ENGINEER, SHALL BE REMOVED AND REPLACED. ANY LOOSE OR UNSTABLE ASPHALT ADJACENT TO THE NEW PAVEMENT SHALL BE REMOVED AND REPLACED.
- ALL EXCAVATION SHALL BE MADE, PROTECTED AND SUPPORTED AS REQUIRED FOR SAFETY AND IN A MANNER SET FORTH IN OPERATIONS, RULES, ORDERS, AND REGULATIONS PRESCRIBED BY THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY. A COPY OF THE CAL OSHA EXCAVATION PERMIT, IF APPLICABLE, SHALL BE FURNISHED TO THE PROJECT INSPECTION PRIOR TO BEGINNING THE WORK. STEEL PLATE BRIDGING SHALL BE IN ACCORDANCE WITH CITY STD. NO. 1009.
- PRIOR TO PLACEMENT OF PERMANENT PAVEMENT, BACKFILL COMPACTION REPORTS, FOR 6" MAX. NATIVE SOIL, SHALL BE VERIFIED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL. IN LIEU OF COMPACTION TESTING, CONTRACTOR MAY USE 1-SACK PCC SLURRY BACKFILL OR CONCRETE CLASS 100-E-100.
- BEDDING MATERIAL SHALL BE SAND, GRAVEL, CRUSHED MISCELLANEOUS BASE OR NATIVE FREE-DRAINING GRANULAR MATERIAL HAVING A MIN. SAND EQUIVALENT OF 30.
- PERMANENT PAVEMENT SHALL BE REPLACED WITHIN 30 DAYS OF THE EXCAVATION. TEMPORARY ASPHALT, MIN. 2" THICK, SHALL BE COMPACTED AND PLACED FLUSH, USING A STEEL WHEEL ROLLER OR OTHER COMPACTION DEVICE, TO PROVIDE A SMOOTH TRAVEL SURFACE UNTIL THE PERMANENT REPAIR, OR AS DIRECTED BY THE CITY ENGINEER. TEMPORARY ASPHALT PAVEMENT SHALL BE MAINTAINED UNTIL PERMANENT PAVEMENT IS IN PLACE.
- PG 64-10 HOT MIX A.C. IS TO BE USED ON RESIDENTIAL STREETS AND PG 70-10 HOT MIX A.C. SHALL BE USED ON MAJOR AND COLLECTOR STREETS.
- ANY TRENCH THAT EXTENDS INTO ANY LANE, TRANSVERSELY OR LONGITUDINALLY, SHALL REQUIRE A COMPLETE GRIND AND OVERLAY FOR THE WIDTH OF THE AFFECTED LANE(S). ALL TRENCHES EXTENDING INTO THE LANE(S) TRANSVERSELY SHALL REQUIRE A GRIND AND OVERLAY EXTENDING 10 FEET IN BOTH DIRECTIONS FROM THE CENTERLINE OF THE TRENCH.
- IF THE NEW TRENCH REPAIR LIMITS LIE WITHIN A PREVIOUSLY REPAIRED AREA OF PAVEMENT, THE PROPOSED REPAIR LIMITS WILL NEED TO BE EXTENDED TO COVER THE PREVIOUSLY REPAIRED AREA, OR AS DIRECTED BY THE CITY ENGINEER.
- ADDITIONAL COLD MILLING WILL BE REQUIRED TO CONNECT MULTIPLE TRENCHES THAT ARE SERVING THE SAME PARCEL.
- IF TRENCH FAILURE SHOULD OCCUR, THE CONTRACTOR/PERMITTEE WILL BE NOTIFIED AND DIRECTED TO REMOVE, REPLACE AND REMEDY THE WORK. UPON FAILURE OF THE CONTRACTOR/PERMITTEE TO PROMPTLY COMPLY, UNDER ORDER OF THE CITY ENGINEER, THE TRENCH SHALL BE REMEDIATED, REMOVED, REPLACED AT PERMITTEE'S SOLE EXPENSE.
- POTHOLE REPAIRS RESULTING FROM SUBSURFACE UTILITY LOCATING SERVICES SHALL BE REPAIRED IN ACCORDANCE WITH THIS STANDARD.
- ALL POTHOLES / SERVICE CUTS / ETC. SHALL BE BACK FILLED WITH A 1-SACK SLURRY, 100-E-100, OR AS SPECIFIED BY THE CITY ENGINEER.
- ALL EDGES OF EXISTING PAVEMENT BEING JOINED AND SURFACE BEING OVERLAPD SHALL RECEIVE A TACK COAT OF ASPHALT EMULSION.
- CONTRACTOR SHALL AVOID TRACKING TACK MATERIAL ONTO EXISTING PAVEMENT SURFACES. ANY TACK MARKINGS LEFT ON THE STRIPING AND/OR PAVEMENT SHALL BE CLEANED UP AT THE CONTRACTOR'S EXPENSE. ALL TACK AND USA MARKINGS SHALL BE REMOVED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION. CLEANUP SHALL NOT SCAR THE PAVEMENT. IF CONTRACTOR FAILS TO CLEAN UP THE MARKINGS, A TYPE II SLURRY SEAL SHALL BE USED.
- ALL DISTURBED/DAMAGED STRIPING AND MARKINGS SHALL BE REPLACED IN KIND AS DIRECTED BY THE CITY ENGINEER.

**NOT TO SCALE**

**APPROVED BY:** RICARDO SANDOVAL  
**CITY ENGINEER**  
DATE: 4/7/23  
**REVIEWED BY:** JP  
**DRAWN BY:** JP

**CITY OF FONTANA**  
**ROADWAY REPAIR AND TRENCH BACKFILL**  
STD. PLAN NO. 1008 SHT 2 OF 3

**GENERAL NOTES:**

- THIS STANDARD DRAWING SHALL APPLY TO ANY AND ALL ROADWAY PAVING REPAIRS INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM SUBSURFACE UTILITY LOCATING SERVICES.
- PRIOR TO PLACEMENT OF PERMANENT PAVING, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE. ALL PAVEMENT JOINTS/CRACKS WITHIN 4' OF THE TRENCH, OR AS DIRECTED BY THE CITY ENGINEER, SHALL BE REMOVED AND REPLACED. ANY LOOSE OR UNSTABLE ASPHALT ADJACENT TO THE NEW PAVEMENT SHALL BE REMOVED AND REPLACED.
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- PRIOR TO PLACEMENT OF PERMANENT PAVEMENT, BACKFILL COMPACTION REPORTS, FOR 6" MAX. NATIVE SOIL, SHALL BE VERIFIED BY A REGISTERED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE CITY ENGINEER FOR APPROVAL. IN LIEU OF COMPACTION TESTING, CONTRACTOR MAY USE 1-SACK PCC SLURRY BACKFILL OR CONCRETE CLASS 100-E-100.
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- ADDITIONAL COLD MILLING WILL BE REQUIRED TO CONNECT MULTIPLE TRENCHES THAT ARE SERVING THE SAME PARCEL.
- IF TRENCH FAILURE SHOULD OCCUR, THE CONTRACTOR/PERMITTEE WILL BE NOTIFIED AND DIRECTED TO REMOVE, REPLACE AND REMEDY THE WORK. UPON FAILURE OF THE CONTRACTOR/PERMITTEE TO PROMPTLY COMPLY, UNDER ORDER OF THE CITY ENGINEER, THE TRENCH SHALL BE REMEDIATED, REMOVED, REPLACED AT PERMITTEE'S SOLE EXPENSE.
- POTHOLE REPAIRS RESULTING FROM SUBSURFACE UTILITY LOCATING SERVICES SHALL BE REPAIRED IN ACCORDANCE WITH THIS STANDARD.
- ALL POTHOLES / SERVICE CUTS / ETC. SHALL BE BACK FILLED WITH A 1-SACK SLURRY, 100-E-100, OR AS SPECIFIED BY THE CITY ENGINEER.
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- CONTRACTOR SHALL AVOID TRACKING TACK MATERIAL ONTO EXISTING PAVEMENT SURFACES. ANY TACK MARKINGS LEFT ON THE STRIPING AND/OR PAVEMENT SHALL BE CLEANED UP AT THE CONTRACTOR'S EXPENSE. ALL TACK AND USA MARKINGS SHALL BE REMOVED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION. CLEANUP SHALL NOT SCAR THE PAVEMENT. IF CONTRACTOR FAILS TO CLEAN UP THE MARKINGS, A TYPE II SLURRY SEAL SHALL BE USED.
- ALL DISTURBED/DAMAGED STRIPING AND MARKINGS SHALL BE REPLACED IN KIND AS DIRECTED BY THE CITY ENGINEER.

**NOT TO SCALE**

**APPROVED BY:** RICARDO SANDOVAL  
**CITY ENGINEER**  
DATE: 4/7/23  
**REVIEWED BY:** JP  
**DRAWN BY:** JP

**CITY OF FONTANA**  
**ROADWAY REPAIR AND TRENCH BACKFILL**  
STD. PLAN NO. 1008 SHT 3 OF 3

**NOT TO SCALE**

**APPROVED BY:** GIA LAM KIM  
**CITY ENGINEER**  
DATE: 9/20/23  
**REVIEWED BY:** DT  
**DRAWN BY:** DT  
**REVISION NO.:** 2

**CITY OF FONTANA**  
**STANDARD MANHOLE FRAME, COVER AND CONCRETE COLLAR**  
STD. PLAN NO. 2000 DWG. 1/2

**NOTES:**

- MANHOLE FRAME AND COVER SHALL BE LONG BEACH IRON WORKS, LB 1170A OR APPROVED EQUAL.
- ASPHALT SURROUNDING THE FRAME SHALL BE PLACED TO A DEPTH OF 2" BELOW FINISHED SURFACE AND 12" MINIMUM WIDTH.
- GRADE RINGS ARE ALLOWED FOR A MINIMUM OF 12" AND A MAXIMUM OF 18" FROM TOP OF MANHOLE BARREL.
- CONCRETE COLLAR SHALL BE PLACED FROM 2" BELOW TOP OF MANHOLE FRAME TO 6" BELOW TOP OF BARREL. COLLAR SHALL COMPLETELY ENCAPSULATE ALL GRADE RINGS. CONCRETE SHALL BE 500-C-3250.
- ACCELERATING ADMIXTURES MAY BE USED AT THE REQUEST OF THE CONTRACTOR OR CITY. ACCELERATING ADMIXTURES SHALL BE DURASET 4, POLARSET, OR APPROVED EQUAL AND SHALL CONFORM TO ASTM C494 OR ASTM D98 PER GREENBOOK SECTION 201-1.2.4 ITEM B.

**NOT TO SCALE**

**APPROVED BY:** GIA LAM KIM  
**CITY ENGINEER**  
DATE: 9/20/23  
**REVIEWED BY:** DT  
**DRAWN BY:** DT  
**REVISION NO.:** 2

**CITY OF FONTANA**  
**STANDARD MANHOLE FRAME, COVER AND CONCRETE COLLAR**  
STD. PLAN NO. 2000 DWG. 2/2

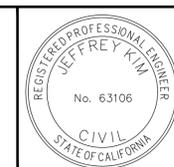
**TYPICAL SECTIONS LEGEND:**

	EXISTING CURB, GUTTER AND/OR SIDEWALK
	EXISTING AC PAVEMENT
	EXISTING CENTER MEDIAN
	PROPOSED 2" GRIND AND OVERLAY
	PROPOSED 2" (C2 PG-64-10) REMOVE AND REPLACE
	PROPOSED 2.5" (B PG-64-10) REMOVE AND REPLACE



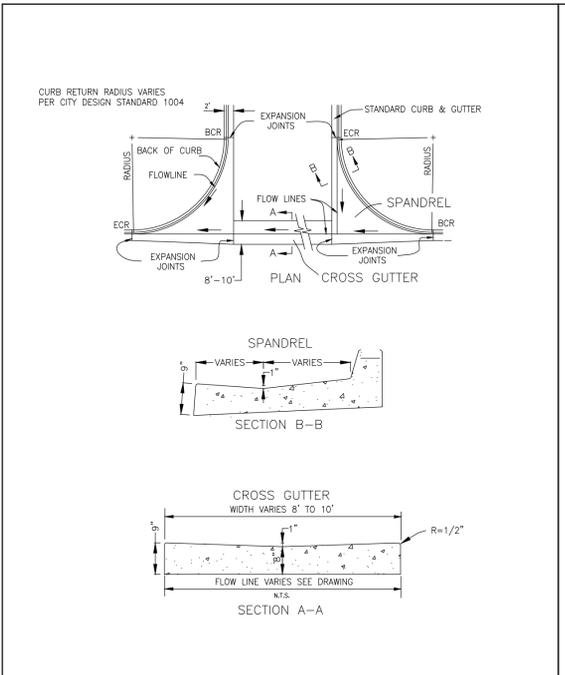
REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FOR IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



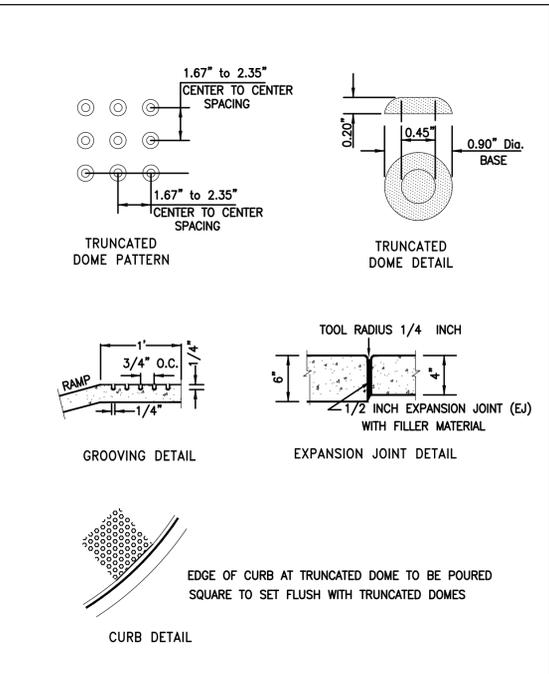
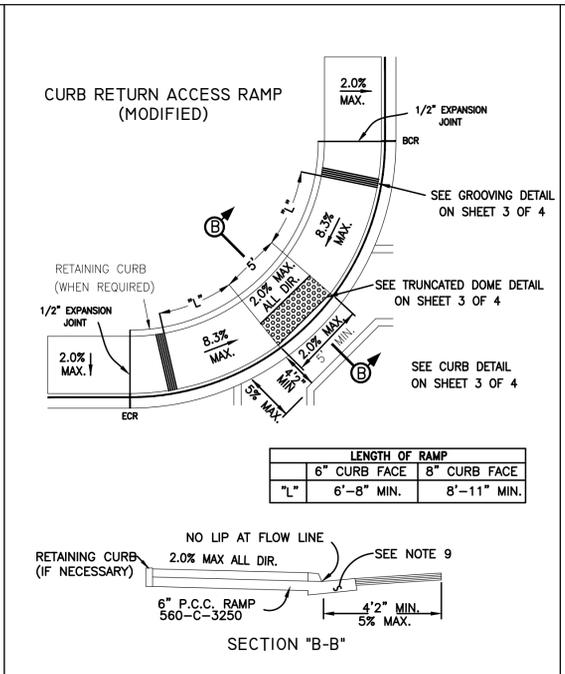
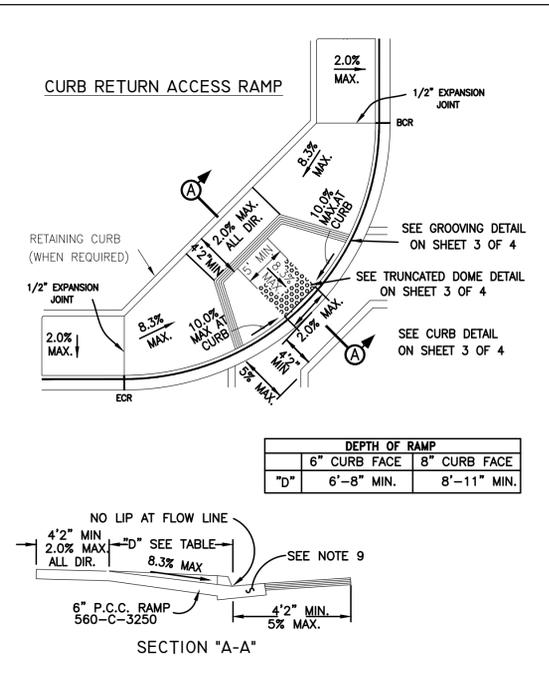
Prepared Under The Supervision Of :  
**JEFFREY KIM**  
Date: 02/18/26  
R.C.E. 63106

<b>CITY OF FONTANA, CALIFORNIA</b>			
<b>STREET IMPROVEMENT PLAN</b>			
DRAWN BY: CR	<b>MALOOF AVE PAVEMENT REHABILITATION TYPICAL SECTIONS &amp; DETAILS</b>		SCALE: AS SHOWN
DESIGNED BY: CR	DATE: 2/18/26		DRAWING NO.: 6612
CHECKED BY: TR / SM	APPROVED BY: GIA LAM KIM	DATE: 02/18/26	R.C.E. 62296
DATE: 02/18/26		DRAWING NO.: 6612	



- CROSS GUTTER AND SPANDREL NOTES:
- CROSS GUTTERS AND SPANDRELS SHALL BE POURED MONOLITHICALLY.
  - CONCRETE FOR CROSS GUTTERS AND SPANDRELS SHALL BE CLASS 560-C-3250.
  - EXPANSION JOINTS AT BCR'S AND ECR'S SHALL BE SEALED AND FORMED WITH FILLER. SEALANT SHALL BE PER GREENBOOK 201-3.4 TYPE 'A' SEALANT AND FILLER SHALL BE PER GREENBOOK 201-3.2 'PREMOLDED JOINT FILLER.'
  - FOR LOCAL STREETS, EIGHT FOOT CROSS GUTTERS SHALL BE USED.

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		CROSS GUTTER AND SPANDREL STD. PLAN NO. 1013 DWG. 1/2	CITY ENGINEER GIA LAM KIM DRAWN BY: DT



- NOTES:
- RAMP GRADES SHALL BE STAKED FOR INSPECTION PRIOR TO PLACEMENT OF CONCRETE.
  - IF THE DIFFERENCE IN ELEVATION BETWEEN THE BCR AND THE ECR IS GREATER THAN 1.5' THAN AN ENGINEERED PLAN INCLUDING ELEVATIONS IS REQUIRED.
  - RELATIVE COMPACTION REQUIREMENT FOR TOP 12" OF SUBGRADE IS 95%. WHEN BASE MATERIAL IS USED UNDER STREET PAVEMENT, THE SAME BASE MATERIAL SHALL ALSO BE PLACED UNDER THE RAMP.
  - RAMP SHALL BE CONSTRUCTED OF CLASS 560-C-3250 CONCRETE WITH A MINIMUM THICKNESS OF 6".
  - CONCRETE THICKNESS SHALL BE 6 INCHES FROM ECR TO BCR UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
  - RAMP SHALL BE CONSTRUCTED WITH NO LIP AT THE FLOW LINE.
  - RAMP SURFACE SHALL HAVE A BROOMED FINISH TRANSVERSE TO THE DIRECTION OF TRAVEL.
  - THE DETECTABLE WARNING SURFACE SHALL BE PREFABRICATED SURFACE, RIGID, COLORFAST AND UV STABLE, YELLOW COLOR COMPLYING WITH FEDERAL STANDARD 595B, COLOR No. 33538 "ADA REPLACEABLE (WET SET) COMPOSITE TACTILE UNITS" AS MANUFACTURED BY ADA SOLUTIONS, ARMOR-TILE, OR APPROVED EQUAL. THE EDGE OF THE DETECTABLE WARNING SURFACE ADJACENT TO THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOW LINE.
  - CONTRACTOR SHALL INSTALL 3" EXPANSION JOINT FILLER AT BCR AND ECR.
  - COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 2' OF THE CURB RAMP SHALL NOT BE STEEPER THAN 5%. GUTTER PAN SLOPE SHALL NOT EXCEED 1" OF DEPTH FOR EACH 2'-0" OF WIDTH.
  - RETAINING CURBS ARE REQUIRED WHEN EXISTING LANDSCAPE IS 2" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED RAMP. CURBS SHALL HAVE A 4" MINIMUM HEIGHT AND BE AT LEAST 2" ABOVE EXISTING LANDSCAPE.
  - FOR DIMENSIONS NOT SHOWN, REFER TO CALTRANS STANDARD A88A, A88B AND ADA SECTION 4.29 OF 28 CFR PART 36.

INTERSECTION OF:	MINIMUM RADIUS:
LOCAL/LOCAL	25'
LOCAL/COLLECTOR	30'
LOCAL/PRIMARY	30'
LOCAL/MAJOR	35'
LOCAL/TRUCK ROUTE	35'
COLLECTOR/COLLECTOR	35'
COLLECTOR/PRIMARY	35'
COLLECTOR/MAJOR	35'
COLLECTOR/TRUCK ROUTE	50'
PRIMARY/PRIMARY	35'
PRIMARY/MAJOR	50'
PRIMARY/TRUCK ROUTE	50'
MAJOR/MAJOR	50'
MAJOR/TRUCK ROUTE	50'
TRUCK ROUTE/TRUCK ROUTE	50'

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		CURB RETURN ACCESS RAMP STD. PLAN NO. 1003 DWG. 1/5	CITY ENGINEER GIA LAM KIM DRAWN BY: DT

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		MODIFIED CURB RETURN ACCESS RAMP STD. PLAN NO. 1003 DWG. 2/5	CITY ENGINEER GIA LAM KIM DRAWN BY: DT

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		CURB RETURN ACCESS RAMP CONSTRUCTION NOTES STD. PLAN NO. 1003 DWG. 4/5	CITY ENGINEER GIA LAM KIM DRAWN BY: DT

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		CURB RETURN ACCESS RAMP CONSTRUCTION NOTES STD. PLAN NO. 1003 DWG. 4/5	CITY ENGINEER GIA LAM KIM DRAWN BY: DT

	APPROVED BY:	CITY OF FONTANA		APPROVED BY:	CITY OF FONTANA
	CITY ENGINEER GIA LAM KIM DRAWN BY: DT	DATE 10/23/23		CURB RETURN ACCESS RAMP CONSTRUCTION NOTES STD. PLAN NO. 1003 DWG. 4/5	CITY ENGINEER GIA LAM KIM DRAWN BY: DT



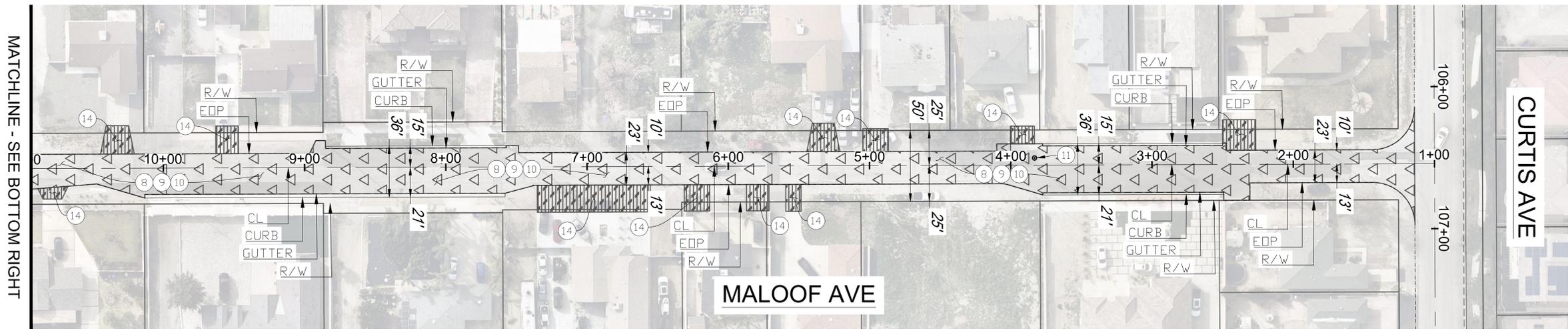
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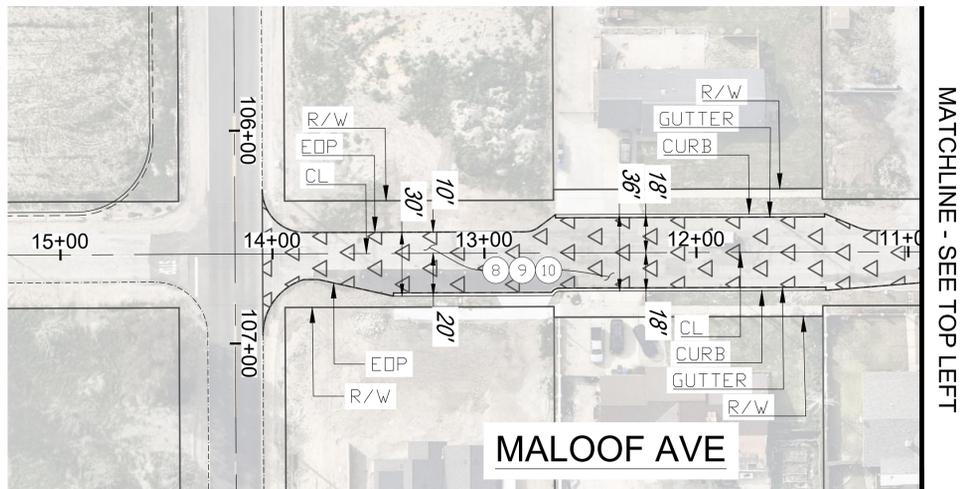


Prepared Under The Supervision Of :  
 Jeffrey Kim  
 Date: 02/18/26  
 R.C.E. 63106

CITY OF FONTANA, CALIFORNIA			
STREET IMPROVEMENT PLAN			
DRAWN BY:	CR	SCALE:	AS SHOWN
DESIGNED BY:	CR	DATE:	2/18/26
CHECKED BY:	TR / SM	DRAWING NO.:	6612 / 5
APPROVED BY:	GIA LAM KIM	CITY ENGINEER	DATE: 02/18/26 R.C.E. 62296



SIERRA LAKES PKWY



- CONSTRUCTION NOTES:**
- ⑧ REMOVE 4.5" DEPTH OF EXISTING AC PAVEMENT AND NATIVE MATERIAL, RECOMPACT TO 95% PER CITY OF FONTANA STD. PLAN NO. 1008
  - ⑨ CONSTRUCT 2.5" AC PAVMENT (C PG-64-10) PER CITY OF FONTANA STD PLAN NO. 1008
  - ⑩ CONSTRUCT 2" AC PAVMENT (C2 PG-64-10) PER CITY OF FONTANA STD PLAN NO. 1008
  - ⑪ ADJUST EXISTING MANHOLE TO GRADE PER GREENBOOK SECTION 403 AND CITY OF FONTANA STD. PLAN NO. 2000, INCLUDING FINISH PAVING. MANHOLES TO BE LOWERED AND FALSE BOTTOMS ARE TO BE INSTALLED BEFORE CONSTRUCTION BEGINS. PROTECTION WILL STAY IN PLACE UNTIL MANHOLES ARE RESTORED TO PREVENT ANY DEBRIS ENTERING EXISTING FACILITIES.
  - ⑭ TIE IN EXISTING DRIVEWAY WITH NEWLY PAVED STREET, REMOVE EXISTING ASPHALT DRIVEWAY APRON AND CONSTRUCT 4.5" ASPHALT DRIVEWAY APRON.
  - ⑮ PLACE SHOULDER/EDGE BACKING PER DETAIL ON SHEET 3

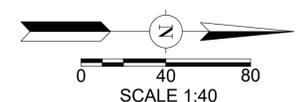
NOTE: REFERENCE TYPICAL SECTIONS 1, 2, 3, AND 4 ON SHEET 3

NOTE: ALL STRIPING, LEGENDS, AND REFLECTORS SHALL BE INSTALLED IN-KIND PER SPECIAL PROVISIONS E-SECTION UNLESS OTHERWISE SPECIFIED.

**HATCH LEGEND:**

- PROPOSED AC REMOVAL AND REPLACEMENT
- ASPHALT DRIVEWAY APRON REMOVAL AND REPLACEMENT

NOTE: PLACE SHOULDER/EDGE BACKING FOR ALL EDGE OF PAVEMENT AND ASPHALT DRIVEWAYS. REF CONSTRUCTION NOTE 15 FOR DETAIL.



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Prepared Under The Supervision Of :  
*Jeffrey Kim*  
 Date: 02/18/26  
 JEFFREY KIM R.C.E. 63106

CITY OF FONTANA, CALIFORNIA		SCALE: AS SHOWN
STREET IMPROVEMENT PLAN		DATE: 2/18/26
DRAWN BY: CR	MALOOF AVE PAVEMENT REHABILITATION CONSTRUCTION SHEET	DRAWING NO.: 6612
DESIGNED BY: CR		5/5
CHECKED BY: TR / SM	APPROVED BY: <i>Gia Lam Kim</i> GIA LAM KIM CITY ENGINEER	DATE: 02/18/26 R.C.E. 62296



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0872

**Agenda #:** I.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Planning Department

**SUBJECT:**

Amendment No. 1 to a Settlement Agreement between the City of Fontana and Prime Point Property Corp.

**RECOMMENDATION:**

Approve the amendment to a 2019 Settlement Agreement between the City of Fontana and Prime Point Property Corp regarding the use of properties located at 15252, 15244, 15170, 15132 Valley Boulevard, and 9987 Fontana Avenue (APNs: 0235-072-09, -10, -11, -12, and 0235-063-15).

**COUNCIL GOALS:**

- 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 communicating Goals and Objectives to all commissions and employees.
- 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:**

On June 19, 1991, the subject properties were annexed into the City of Fontana. There was previously a dispute regarding grandfathered uses on the properties between the City, the previous property owner, and the current property owner. At the time of annexation, the properties bore different addresses, which changed in recent years due to lot line adjustments and other actions by the property owner.

On September 23, 2008, the City Council approved a Settlement Agreement with the previous property owner, Cole & Cole, LLC for a seven (7)-year term so that the property owner could bring the uses and property into compliance with the City's land use regulations or the uses would terminate. The Settlement Agreement was recorded on November 13, 2008 (Doc#: 2008-0496496) and would have expired on November 10, 2015.

Prior to the expiration date, Cole & Cole, LLC requested a two (2)-year time extension citing their difficulty in marketing and developing the property due to the "great recession". The Council approved a one (1) year extension on March 24, 2015 with a new expiration date of November 10, 2016. The Settlement Agreement extension was recorded on April 3, 2015 (Doc#: 201-0131852).

On or about June 2016, the City was notified that Prime Point Property Corp was the new owner of the subject properties. The new owner's representative, Jesse Harb, intended to develop the properties at that time. The City Council was amenable to allowing the new owner to extend the Settlement Agreement so that the developer could work with City staff to bring the uses and property into compliance with the City's regulations. On September 13, 2016, the City Council extended the Settlement Agreement with the new owner, Prime Point Property Corp, for a one (1) year term to November 10, 2017. The Settlement Agreement was recorded on October 3, 2016 (Doc#: 2016-0411106).

On October 27, 2017, Prime Point Property Corp. submitted an entitlement application for the development of a truck stop/industrial park. However, due to non-performance of the stated milestones outlined in the prior extension agreement, the City declined to process an additional extension. Thereafter, on November 30, 2017, the City Attorney's office sent a "cease and desist" letter to owner .

On March 2, 2018, the City received a letter from the owner requesting a five (5) year extension to re-market the property under a new concept (see attached). The City denied this request.

On July 5, 2018, the owner applied for a new entitlement package for a proposed truck sales and industrial park development.

On September 5, 2018, the City Attorney's office on behalf of the City, sent a "Notice to Cease and Desist" to each of the various businesses that were illegally operating on the Prime Point properties due to the owner's failure to take the necessary steps to obtain all the necessary City approvals and entitlements to allow said businesses to lawfully operate on the property.

On September 24, 2018, the representative of Prime Point Property Corp submitted an estimated timeline for completion of the necessary land use entitlements for a truck sales, repair and industrial park use. The property timeline proposed three (3) phases: Phase 1 to be completed by May 31, 2021, Phase 2 to be completed by December 31, 2022 and Phase 3 to be (the final phase) to be completed by May 31, 2024.

On January 24, 2019, the City and Prime Point Property Corp. entered into a new Settlement Agreement (the "2019 Settlement Agreement") related to the development of the properties which provided Prime Point Corp. until December 31, 2021 to seek entitlements for the property consistent with a development schedule included therein.

On December 17, 2019, the planning commission approved Master Case No. 18-000069, which includes one design review approval for the establishment of two (2) industrial parks within 2 parcels (0235-072-12 and 0235-063-15) and three conditional use permits for three (3) truck sales sites on 3 parcels (0235-072-09, -10, and -11).

Phase 1 was completed as of December 2024. Phase 2 was under construction at that time, however, the conditional use permits expired. Prime Point Property Corporation requested to make minor site plan changes to Phase 2 and Phase 1. Prime Point Property Corp applied for the necessary entitlements and on May 20, 2025, the Planning Commission approved Prime Point Property Corp's request.

Phase 2 is still under construction and Phase 3 is expected to be entitled and complete construction by January 1, 2028.

Proposed Amendment

Since the 2019 Settlement Agreement was recorded, Prime Point Property Corp has completed Phase 1 of the project. On February 26, 2026 the City received a request from Prime Point Property Corp to remove Phase 1, consisting of 15252 and 15244 Valley Boulevard (APNs: 0235-072-11, and -12), from the Settlement Agreement as construction for those properties were completed as of December 2024.

The proposed Amendment to the Settlement Agreement would:

1. Clarify the new addresses for the property subject to the 2019 Settlement Agreement, since the addresses have changed in recent years;
2. Release the Phase 1 completed properties from the scope of the agreement;
3. Require the timely completion and entitlement of Phases 2 and 3 of the project by January 31 2027 and January 31 2028 respectively, and provide for liquidated damages in the event work is not timely completed; and
4. Authorize the City Manager or designee to approve other similar releases of properties subject to the agreement upon satisfactory completion of development and entitlement, and approve other amendments which do not impact material deal terms.

Staff is in support of the Settlement Agreement amendment due to the developer's intention to bring the remaining properties into compliance, and the additional clarification provided by the amendment.

**FISCAL IMPACT:**

None

**MOTION:**

Approve staff recommendation.

**RECORDING REQUESTED BY:**

CITY OF FONTANA

**AND WHEN RECORDED MAIL TO:**

CITY OF FONTANA  
16860 Valencia Avenue  
Fontana, CA 92335

EXEMPT FROM RECORDING FEES PER GOV. CODE § 27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE § 11922

**AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF FONTANA AND  
PRIME POINT PROPERTY CORPORATION**

This is Amendment No. 1 (“Amendment No. 1”) to that certain Settlement Agreement (“Agreement”) made on January 24, 2019 between the City of Fontana (“City”) and Prime Point Property Corporation (“Owner”) and recorded on February 7, 2019 in the Official Records of the County of San Bernardino as Document Number 2019-0041784. This Amendment No. 1 is made and entered into on \_\_\_\_\_ (“Amendment No. 1 Effective Date”) to (a) amend the definition of the “Property” under the Agreement to correspond with current parcels, (b) release certain addresses from the Agreement, subject to terms and conditions, and (c) authorize the City Manager of City to negotiate and execute certain further releases and amendments to the Agreement without further City Council approval.

1. Capitalized Terms. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Property. The Property, as defined in the Agreement, has undergone certain lot line adjustments and other actions which have eliminated some of the addresses listed. The current addresses for the Property are as follows, and the Agreement is hereby amended accordingly:

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF FONTANA AND  
PRIME POINT PROPERTY CORPORATION

Address	Assessor's Parcel Number (APN)
15252 Valley Blvd, Fontana, CA 92335	0235-072-12
15244 Valley Blvd, Fontana, CA 92335	0235-072-11
15170 Valley Blvd, Fontana, CA 92335	0235-072-10
15132 Valley Blvd, Fontana, CA 92335	0235-072-09
9987 Fontana Ave, Fontana, CA 92335	0235-063-15

The current legal description for the Property is set forth on Exhibit A attached hereto and incorporated herein by this reference.

3. Release of Addresses. 15252 Valley Blvd, Fontana, CA 92335 (APN 0235-072-12) and 15244 Valley Blvd, Fontana, CA 92335 (0235-072-11) (the "Released Parcels") have completed entitlement and development consistent with the Development Schedule integrated into the Agreement, and are hereby released and discharged from the requirements of the Agreement as of the Amendment No. 1 Effective Date. The legal description for the Released Parcels is set forth on Exhibit B attached hereto and incorporated herein by this reference.
4. Timely Completion, Liquidated Damages. Owner's timely completion of development and entitlement consistent with the Development Schedule integrated into the Agreement on 15170 and 15132 Valley Blvd, Fontana, CA 92335 (APNs 0235-072-09 and 0235-072-10) on or before January 31, 2027, and Owner's timely completion of development and entitlement consistent with the Development Schedule integrated into the Agreement on 9987 Fontana Ave, Fontana, CA 92335 (APN 0235-063-15) on or before January 31, 2028 are of critical importance to remediating the condition of the Property. Since the determination of actual damages to the City for any delay in performance of the foregoing would be extremely difficult or impractical to determine in the event of a breach of these covenants, Owner shall be liable for and shall pay to City as liquidated damages the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for each working day of delay in the completion of development and entitlement as set forth in this Section 4. City may withhold or delay future permits requested by owner until any liquidated damages due and payable hereunder are paid to City.
5. Future Releases. The City Manager of City shall have the authority to negotiate and execute without further approval from the City Council (a) other releases or conditional releases of portions of the Property that have completed development and entitlement consistent with the Development Schedule integrated into the Agreement and (b) other amendments to the Agreement which, in the City

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF FONTANA AND  
PRIME POINT PROPERTY CORPORATION

Manager's sole discretion, do not impact material deal terms or increase the City's liability under the Agreement. Notwithstanding the foregoing, the City Manager may refer any amendments subject to this Section to the City Council.

6. Other Terms. All other terms and conditions of the Agreement remain in full force and effect.
7. Counterparts. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

8.

**CITY OF FONTANA**

By: \_\_\_\_\_  
Matthew Ballantyne, City Manager

**PRIME POINT PROPERTY CORPORATION**

[Two Officer Signatures Required]  
By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP.

By: \_\_\_\_\_  
Jennifer J. Farrell, City Attorney

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

State of California )  
County of San Bernardino )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

State of California )  
County of San Bernardino )

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(insert name and title of the officer)

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

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)

## EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

A leasehold as created by that certain lease dated June 7, 2023, executed by Prime Point Property Corp., a California corporation, as lessor, and Transwest Truck Center, LLC, a California Limited Liability Company, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded June 8, 2023 as Instrument No. 2023-0141952 of Official Records, upon and subject to all the terms and provisions contained in said document, and in said lease.

Parcel 1 as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-09

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

A leasehold as created by that certain lease dated June 7, 2023, executed by Prime Point Property Corp., a California corporation, as lessor, and Transwest Truck Center, LLC, a California Limited Liability Company, as lessee, as referenced in the document entitled Memorandum of Lease, which was recorded June 8, 2023 as Instrument No. 2023-0141952 of Official Records, upon and subject to all the terms and provisions contained in said document, and in said lease.

Parcel 2 as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-10-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 3, as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-11-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 4 as shown on the Map entitled "PARCEL MAP 19983", filed for record on July 27, 2021 in Book 256 of Parcel Maps, at Pages 97-98, San Bernardino County Records.

APN: 0235-072-12-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel One:

Parcel 5, as shown in Parcel Map 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel Two:

Non-Exclusive easement for reciprocal ingress and egress, drainage, and utility purposes, and joint maintenance of drainage and water quality management facilities, and common access areas over Parcels 1, 2, 3, and 4 as shown in Parcel Map 19983 as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-063-15-0000

**EXHIBIT B**  
**LEGAL DESCRIPTION OF RELEASED PARCELS**

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 3, as shown in PARCEL MAP NO. 19983, in the City of Fontana, County of San Bernardino, State of California, as per map recorded in Book 256, Pages 97 and 98 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0235-072-11-0-000

Real property in the City of Fontana, County of San Bernardino, State of California, described as follows:

Parcel 4 as shown on the Map entitled "PARCEL MAP 19983", filed for record on July 27, 2021 in Book 256 of Parcel Maps, at Pages 97-98, San Bernardino County Records.

APN: 0235-072-12-0-000



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0873

**Agenda #:** J.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Police Department

**SUBJECT:**

Approve Release of K-9 Unit Dog "Goose" and Accompanying K-9 Equipment to His Handler, Mark Wyrick

**RECOMMENDATION:**

Approve and Authorize City Manager to enter into a contract PD-26-107-MS between the City of Fontana and Mark Wyrick to release K-9 dog "Goose" and accompanying K-9 dog equipment, including a kennel, transportation kennel, custom fit muzzle, Dogloo, and two leashes to the handler.

**COUNCIL GOALS:**

- Improve public safety by increasing operational efficiency, visibility and availability.

**DISCUSSION:**

The City of Fontana Police Department has a K-9 Unit dog named "Goose" that is ready to retire. K-9 "Goose," donated by the Fontana Police K-9 Pals, a California nonprofit corporation, has served 7 years. He was directly involved in the location of multiple subjects through his tracking capabilities. He also assisted in several investigations involving the location of electronic storage devices and firearms. "Goose" saved an estimated 6,000 man hours with his olfactory ability.

The City of Fontana desires to release "Goose" and some of his accompanying K-9 dog equipment to his handler, Mark Wyrick, for a fee of \$1.00. Mark Wyrick is willing to and desires to give the City of Fontana \$1.00 in exchange for receiving "Goose" and some of his accompanying K-9 dog equipment.

**FISCAL IMPACT:**

Revenue received from the release of K-9 "Goose" will be deposited into 10140200.6450.

**MOTION:**

Approve staff recommendation.

**CITY OF FONTANA  
RELEASE OF K-9 DOG AGREEMENT  
CONTRACT NUMBER: PD-26-107-MS**

This Agreement is made and entered into this **24th day of March 2026**, by and between the **City of Fontana**, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”) and Mark Wyrick (“Handler”), hereinafter “Agreement.” City and Handler are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

**RECITALS**

A. City is a municipal corporation organized under the laws of the State of California, with power to sell property.

B. Handler is a police officer in the City’s Police Department K-9 Unit and handles “Goose,” who is ready to retire.

C. The City desires to release “Goose” and some of his accompanying K-9 dog equipment to Handler for a fee of \$1.00.

D. Handler is willing to and desires to give the City of Fontana \$1.00 in exchange for receiving “Goose” and some of his accompanying K-9 dog equipment, including a kennel, transportation kennel, custom fit muzzle, Dogloo, and two leashes (hereinafter “K-9 Dog Equipment”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

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

2. Payment. Handler agrees to pay the sum of \$1.00 to the City of Fontana by April 30, 2026, in exchange for receiving “Goose” as his personal dog along with Goose’s accompanying K-9 Dog Equipment

3. Release of “Goose” and Accompanying K-9 Equipment. Upon City’s receipt of \$1.00 from Handler for the purpose of releasing “Goose” and his accompanying K-9 Dog Equipment to him, City shall so release “Goose” and the accompanying K-9 Dog Equipment within thirty (30) days.

4. Acknowledgment. Handler hereby acknowledges that he understands that upon the City releasing “Goose” and his accompanying K-9 Dog Equipment to him, they will become Handler’s personal property and the City will retain no proprietary interest in them whatsoever. Handler further acknowledges that he understands that the change of property characterization from City property to Handler’s personal property shall become operative upon the date of

signature (“Effective Date”) of this Agreement. Handler further acknowledges that as of the Effective Date of this Agreement, Handler may not represent to anyone that “Goose” is a dog of the City or of the City’s Police Department but may represent that “Goose” is a retired dog of the City or the City’s Police Department.

5. Indemnification. As of the Effective Date of this Agreement, to the fullest extent permitted by law, Handler shall defend, indemnify, and hold the City, the City Council, each of the City Councilmembers, its directors, 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 alleged acts, errors, or omissions of “Goose.” This obligation shall survive any termination of this Agreement.

6. General Release. It is the intention of the Parties that this Agreement is effective as a bar to all actions, causes of action, obligations, costs, expenses, attorney’s fees, damages, losses, claims, liabilities and demands of any character, nature, and kind, known or unknown, suspected or unsuspected; in furtherance of which intention the Buyer expressly waives any and all right and benefit conferred upon him by the provisions of Section 1542 of the California Civil Code, which reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

7. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. All counterparts shall be construed together and shall constitute one single Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
CITY OF FONTANA  
RELEASE OF K-9 DOG AGREEMENT  
CONTRACT NUMBER: PD-26-107-MS**

**CITY OF FONTANA**

**Mark Wyrick**

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

\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

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

By: \_\_\_\_\_  
Michael Dorsey  
Chief of Police



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0874

**Agenda #:** K.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Police Department

**SUBJECT:**

Approve Donations of Dog “Chico” and Present and Future Accompanying K-9 Dog Equipment from Fontana Police K-9 Pals, a California Nonprofit Corporation

**RECOMMENDATION:**

Approve the donation of the dog “Chico” from Fontana Police K-9 Pals, a California nonprofit corporation, to the City of Fontana in order for “Chico” to become part of the Fontana Police Department’s K-9 Unit. Approve present and future accompanying K-9 dog equipment from Fontana Police K-9 Pals to support the Fontana Police Department’s K-9 Unit operations.

**COUNCIL GOALS:**

- Improve public safety by increasing operational efficiency, visibility and availability.
- Improve public safety by emphasizing community-oriented policing, community involvement, and youth programs.

**DISCUSSION:**

The City of Fontana Police Department currently has a need for an additional dog to become part of its K-9 Unit as a current K-9 dog named “Goose” is retiring. Fontana Police K-9 Pals, a California nonprofit corporation, has a dog named “Chico” that it desires to donate permanently and irrevocably to the City of Fontana at no cost in order to fulfill the Police Department’s need.

Fontana Police K-9 Pals also desires to donate, on an on-going basis, accompanying K-9 dog equipment in order to support the Police Department’s K-9 Unit operations, such as, but not limited to, e-collars, leashes, and toys.

The Police Department would like to receive the donation of “Chico” into its K-9 Unit and would also like to receive present and future donations of accompanying K-9 dog equipment for its operations from Fontana Police K-9 Pals.

**FISCAL IMPACT:**

The acceptance of canine Chico represents a cost savings to the City of \$9,000 plus continued savings through additional donations of related equipment from K-9 pals. On-going maintenance costs for canine Chico are included in the current fiscal year and in fiscal year 2026-2027 adopted budget.

**MOTION:**

Approve staff recommendation.





# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0875

**Agenda #:** L.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Housing

**SUBJECT:**

Consideration of Joint Powers Agreement (JPA) Participation in the San Bernardino Regional Housing Trust (SBRHT)

**RECOMMENDATION:**

1. Approve **Resolution No 2026-017**, a resolution of the City Council of Fontana authorizing participation in the Joint Powers Authority (JPA) for the establishment of the San Bernardino Regional Housing Trust.
2. Allow City Manager, or City Manager's designee, to enter into the agreement and any necessary amendments and related documents to implement the project.

**COUNCIL GOALS:**

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.
- Concentrate on Inter-governmental relations by advocating Fontana's position in regional, state, and federal organizations.

**DISCUSSION:**

California faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, limited financing options, and other market constraints. These issues and challenges have manifested at the local level with compounding and interrelated impacts on housing supply, homelessness, and regional economic stability. Addressing these issues requires coordinated actions at the local, regional, and statewide levels.

One such regional action is the establishment of the San Bernardino Regional Housing Trust (SBRHT), which would raise and leverage funds to support affordable housing production, preservation, rehabilitation, and other housing-related activities across the San Bernardino region.

In response to increasing concern regarding housing challenges in the region the City/County Managers Technical Advisory Committee (CCMTAC) of the San Bernardino Council of Governments (SBCOG) formed an ad hoc subcommittee in 2021 to explore the feasibility of implementing a housing trust fund. At the direction of the Subcommittee SBCOG released the San Bernardino

Regional Housing Trust White Paper (White Paper) in January 2022, which outlines potential benefits, governance structures, and relevant case studies related to the formation of a housing trust fund.

The White Paper concludes that a regionally structured housing trust fund would benefit the region through shared governance, administrative efficiency, enhanced visibility to potential investors, developers, and the state, and economies of scale that localized efforts may not achieve on their own.

Following the release of the White Paper, SBCOG developed the SBRHT Strategic Plan, which assesses housing needs throughout the San Bernardino region and identifies potential funding sources, financing mechanisms, and programmatic activities that could be supported by the SBRHT. Throughout 2022 and 2023, SBCOG conducted extensive outreach, engaging local decision-making bodies, city and county managers, planning staff, elected officials, developers, and housing administrators.

Based on this research and outreach, it was recommended that a housing trust fund serving the San Bernardino region be structured as a Joint Powers Authority (JPA) comprised of local jurisdictions within the region. On April 5, 2023, the SBCOG Board of Directors authorized staff to begin the process of establishing the SBRHT, including the formation of a new JPA.

#### SBRHT Benefits:

The SBRHT aims to provide a coordinated, regional approach to addressing housing needs throughout the San Bernardino region by raising and leveraging funds to support housing development, with a particular focus on affordable housing. Participation in the JPA would:

- Expand funding opportunities by leveraging state, federal, and private resources;
- Support affordable housing projects within the City of Fontana and throughout the region;
- Provide regional coordination and administration to address housing needs comprehensively;
- Increase development interest and investment in the region; and
- Ensure local representation in decision-making through the JPA governance structure.

The Housing Trust Ad Hoc Committee is currently developing recommendations regarding policies and priorities. By joining the JPA, the City would have a direct role in shaping these policies and priorities.

#### JPA Development:

A draft Joint Powers Authority (JPA) Agreement was circulated to all SBCOG member agencies on December 15, 2025, for review and comment. SBCOG received feedback several jurisdictions and subsequently met with the CCMTAC Housing Trust Ad Hoc Committee on February 5, 2026, and February 23, 2026, to discuss proposed agreement. The attached JPA Agreement reflects revisions based on comments received and discussions held.

The SBRHT Joint Exercise of Powers Agreement incorporates the provisions of SB 20 (2023), as well as the broader Joint Exercise of Powers Act. Utilizing the provisions of SB 20 allows the SBRHT

to be an early adopter of this legislation, which may increase visibility and interest from the State Legislature and enhance opportunities for state funding. Incorporation of the broader Joint Exercise of Powers Act provides flexibility for the SBRHT to exercise powers that are common to its member agencies.

The governing structure of the SBRHT is centered on a Board of Directors, which exercises all powers and authority on behalf of the organization. The Board of Directors will consist of one locally elected representative from each participating member agency, as well as at least two housing policy experts. Housing policy experts will be selected by a vote of the elected members of the Board. The Board will also elect officers, including a Chair and Vice Chair, and may establish advisory committees as needed.

The SBRHT may contract for administrative staff or services as necessary. The Board is responsible for adopting bylaws, overseeing budgets, and ensuring compliance with California's Joint Exercise of Powers Act and other applicable state laws. All meetings will be conducted in accordance with the Brown Act, ensuring transparency and public accountability. Overall, the governance model balances local representation with subject-matter expertise while maintaining operational independence from its Member Agencies.

**FISCAL IMPACT:**

Participation in the proposed Joint Powers Authority (JPA) will be funded through member agency contributions based on population and the total number of participating jurisdictions. Because participation is still being finalized, the exact cost is not yet known.

Based on nine jurisdictions currently planning to bring the JPA forward for adoption, the estimated annual cost at full program capacity (Year 3+) is projected to range between \$31,000 and \$55,000 per member agency, based on a total program cost of approximately \$475,000. If additional jurisdictions join, the cost to each participating agency would decrease.

Funding for the City's participation will be paid from the Low-Mod Administrative Fund 29730200 subject to budget appropriation upon approval in the next quarterly.

**MOTION:**

Approve Staff Recommendation.

**RESOLUTION NO. 2026-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING, AUTHORIZING, AND DIRECTING FONTANA CITY COUNCIL EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST.**

**WHEREAS**, The San Bernardino Regional Housing Trust (SBRHT) will be formed upon the approval of at least three qualified members as a joint powers authority between Member Agencies throughout the San Bernardino Council of Governments region (region); and

**WHEREAS**, SBRHT was created for the purpose of funding housing that assists persons and families with extremely low-, very low-, low- and moderate-incomes, including individuals and families experiencing homelessness and workforce households within the region; and

**WHEREAS**, the City of Fontana is committed to increasing the supply of affordable housing and addressing the housing needs of residents across all income levels; and

**WHEREAS**, the City of Fontana determined that there are limited financial resources for affordable housing development and that additional local financing will increase the competitiveness of individual projects for the State and Federal resources; and

**WHEREAS**, the SBRHT provides an opportunity to raise and pool funds to support the development of affordable and workforce housing including the development of financing, preservation and rehabilitation of such housing; and

**WHEREAS**, the City of Fontana find it in their mutual economic interest to address the housing needs of their residents on a regional level; and

**WHEREAS**, the City of Fontana determined that it is in the public interest and for the public benefit that the City of Fontana become a member of the SBRHT to further facilitate the development of affordable housing in the City of Fontana and throughout the region, including the financing of projects therefore by the SBRHT; and

**WHEREAS**, the City of Fontana will be joining other jurisdictions that are members of the SBRHT in efforts to increase State and Federal resources for affordable housing directed to SBRHT; and

**WHEREAS**, the Agreement has been filed with the City of Fontana, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

**WHEREAS**, the SBRHT is authorized to issue grants and loans to developers for the purpose, among others, of financing and refinancing the construction, acquisition, and rehabilitation of affordable housing; and

**WHEREAS**, the City anticipates there will be affordable housing projects in need of financing located in the City of Fontana; and

**WHEREAS**, the SBRHT shall be legally independent from City of Fontana and its debts, liabilities, and obligations shall not constitute those of the City unless expressly agreed to by both parties; and

**WHEREAS**, local land use authority remains fully vested in City of Fontana, and nothing in the Joint Exercise of Powers Agreement shall be construed to transfer, limit, or otherwise affect the City's sovereign authority over land use decisions; and

**WHEREAS**, the City Council finds it to be in the best interest of the City of Fontana and its residents to join the SBRHT and support regional housing solutions.

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

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

**Section 2.** The City Council hereby authorizes the City of Fontana's membership in the San Bernardino Regional Housing Trust (SBRHT).

**Section 3.** The City Council reviewed and approves of the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit A).

**Section 4.** The adoption of this Resolution shall not obligate the City of Fontana or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the SBRHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the SBRHT or its membership therein.

**Section 5.** The, the City Clerk and all other proper officers and officials of the City of Fontana are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

**Section 6.** The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the SBRHT:

San Bernardino Regional Housing Trust  
Attn: Monique Reza-Arellano  
1170 West Third Street, 2nd Floor  
San Bernardino, CA 92410

**APPROVED, AND ADOPTED** this 24<sup>th</sup> day of March, 2026.

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

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

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council of the City of Fontana, do hereby certify that the foregoing Resolution is the actual Resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 24<sup>th</sup> day of March, 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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

**ATTEST:**

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

## EXHIBIT A

### Joint Exercise of Powers Agreement

#### SAN BERNARDINO REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is made this 24 day of March, 2026 (“Effective Date”) pursuant to Government Code § 6500 et seq., including but not limited to Government Code 6539.1, and other pertinent provisions of law, by and between San Bernardino County (the “County”) and those cities within San Bernardino County who become signatories to this Agreement (“Cities”), and relates to the joint exercise of powers among the signatories hereto, each of which is hereafter referred to as “Member Agency” and collectively referred to as “Member Agencies” or “Members”.

#### RECITALS

- A. The Member Agencies have determined that a shortage of affordable housing exists as a result of various causes and wish to provide additional housing opportunities in a coordinated and comprehensive manner. The Member Agencies acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Member Agency.
- B. Each Member Agency has the individual power to plan, acquire, manage, regulate, operate, finance and control the development, construction and operations of affordable housing programs, including housing serving the workforce, moderate- and lower-income households, and those experiencing homelessness, generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities. Nothing contained in this Agreement shall preclude any Member Agency from establishing, maintaining or providing programs or services to its respective residents as it deems proper or necessary.
- C. The Member Agencies find it in their mutual economic interest to address housing needs of their residents on a regional level within the boundaries of San Bernardino County.
- D. The Member Agencies desire to act in the public interest to lessen the burden on government by reducing the need for each Member Agency to act individually, and to provide charitable support for housing within their geographic boundaries.
- E. California Government Code § 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes set forth herein, permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint power authorities.
- F. California Government Code § 6539.1 authorizes the creation of a regional housing trust pursuant to the Joint Exercise of Powers Act, subject to certain requirements regarding governing composition and annual financial and auditing requirements.

- G. Local land-use decisions remain solely with each Member Agency. Nothing in this Agreement deprives any party of its sovereign powers with respect to land use nor transfers such powers to this joint powers authority.

**NOW, THEREFORE BE IT RESOLVED** that the Member Agencies do hereby establish the entity to be known as the San Bernardino Regional Housing Trust, or SBRHT, to generate and/or maintain housing, disburse funding, and take other actions that will result in permanent additions to the housing stock within SBRHT's jurisdictional boundaries, and do hereby agree as follows:

**1. Purpose.**

- 1.1 The purpose of this Agreement is to establish a legal public entity separate from the Member Agencies that shall be responsible for the joint acquisition, management, operation, fundraising, planning, adoption, financing, administration, review, monitoring, and reporting of certain housing activities in the region for the benefit of those experiencing homelessness and extremely low-, very low-, low-, and moderate-income households, as defined in Section 50093 of the Health and Safety Code. By entering this joint powers authority Agreement, the Member Agencies seek to gain economic benefits not realized when operating individually. Further, the establishment of this joint powers authority provides for the economic viability and coordination of housing program financing and facilities throughout SBRHT's jurisdictional boundaries.
- 1.2 SBRHT shall be an entity which is legally independent from the parties to this Agreement and shall be responsible for the administration of this Agreement.
- 1.3 The assets, rights, debts, liabilities, and obligations of SBRHT shall not constitute assets, rights, debts, liabilities, and obligations of any of the Member Agencies. However, nothing in this Agreement shall prevent any of the Member Agencies from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of SBRHT, provided that the SBRHT Board of Directors ("Board") and the Member Agency approve, in writing signed by each party, such contract or assumption.

**2. Powers.**

- 2.1 General Powers. SBRHT shall have all the powers common to the Member Agencies of this agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1 above, subject to the restrictions set forth in Section 2.4. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.1.
- 2.2 Specific Powers. Without limiting the generality of the powers conferred in subdivision 2.1 of Section 2, SBRHT is authorized to act on any or all of the following matters, as each Member Agency could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions, and regulations:

- a. Facilitate and assist the Member Agencies and others in the housing sector to acquire, construct, rehabilitate, finance, refinance, operate, regulate, and maintain affordable housing programs, projects, and facilities, as determined by the Board.
- b. Coordinate and collaborate with Member Agencies on funding solicitations and other opportunities for the purposes set forth in this Agreement to minimize and avoid, where possible, competition and redundancy in the pursuit of funding.
- c. Facilitate the planning, study, and recommendation of proper and appropriate SBRHT programs, activities, and management practices; including the research and study of issues related to housing.
- d. Educate the public, Member Agencies, and other agencies and entities on SBRHT programs.
- e. Provide for or enter into agreements to provide for administrative, financial, construction, engineering, legal, audit, and any other professional services supporting any of the SBRHT programs or activities.
- f. Solicit, apply for, accept, and receive grants, donations, advances, and contributions.
- g. Sue and be sued in its own name.
- h. Incur and discharge debts, liabilities, and obligations which may include but shall not be limited to being in the form of secured bonds, revenue bonds, or other forms of secured or unsecured debt.
- i. Issue bonds or notes and associated covenants, for designated purposes.
- j. Acquire or protect any necessary security or leasehold interests involved in loans, bonds, notes, or other financing methods implemented to carry out the purpose of this Agreement.
- k. Acquire, hold, lease, improve, construct, rehabilitate, maintain, pledge, assign, mortgage, operate, and dispose of real and personal property as may be necessary and appropriate in connection with the creation, construction, financing, development, and maintenance of certain workforce and affordable housing and the programmatic needs of SBRHT.
- l. Issue and receive loans.
- m. Acquire such insurance protection as it deems necessary.
- n. Adopt resolutions and ordinances necessary to carry out the purpose of this Agreement.
- o. Establish advisory committees or subcommittees as necessary.
- p. Form wholly-owned and controlled affiliate entities to accomplish any of its purposes.
- q. Adopt bylaws and such other rules and procedures as may be deemed necessary.
- r. Convey real and/or personal property interests and/or funds.
- s. Any other acts necessary to carry out the above identified actions that each Member Agency is empowered to take individually.

- 2.3 SBRHT shall undertake, facilitate, and encourage the acquisition, creation, construction, development, and maintenance of affordable housing programs, projects, and facilities, as determined by the Board.
- 2.4 SBRHT shall implement programs, financing mechanisms, and funding criteria to support and advance affordable housing opportunities within the jurisdictional boundaries of the Member Agencies. These programs may include, but are not limited to, loan and grant programs, land acquisition and disposition programs, and other initiatives designed to increase the supply, preservation, and quality of affordable housing.
- 2.5 SBRHT may establish criteria, policies, and guidelines governing eligibility, funding priorities, and program administration, provided such criteria are consistent with the purposes of this Agreement and applicable state and federal laws.
- 2.6 Equitable Member Agency Investment. The SBRHT Board shall establish criteria to allow for the equitable distribution of funds, and shall not exclude any Member Agency based on its rural, suburban, or urban character, as defined by the Board. Funding programs will not be set up as a means to impose zoning or land use changes within the boundaries of the member agencies.
- 2.7 Limitation on Powers. This Agreement does not authorize, and expressly prohibits, SBRHT to do any of the following:
- a. Nothing in this Agreement shall be construed as transferring or delegating to SBRHT any land use, zoning, or development permitting power of the member agencies. Each member agency shall retain full and independent authority over land use decisions within its jurisdiction, including but not limited to general plan amendments, zoning classifications, entitlements, and project approvals. Any project or program funded or supported by SBRHT shall comply with the applicable general plans, zoning ordinances, and other land use regulations of the member agency within which the project is located, unless otherwise approved by the Member Agency.
  - b. Regulate land use within the jurisdiction of any of the Member Agencies;
  - c. Levy, or advocate or incentivize the levying of, any land use exaction, such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
  - d. Require inclusionary zoning requirements;
  - e. Fund or otherwise approve an agreement for a housing project that is not permitted by the Member Agency within whose jurisdiction the project is proposed to be located; or
  - f. Require any Member Agency to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to this Agreement.
  - g. Impose additional development standards for grant funding beyond what is already conditioned by another entity.

- h. In the event that the SBRHT has employees, the creation of any employee pension plan or any other retirement plan other than a plan created under the federal Internal Revenue Code sections 401(k), 403(b), 457(b), or Roth account plan.

### 3. Term and Termination

- 3.1 This Agreement shall be effective, and SBRHT shall come into existence, on the Effective Date, which shall be the date upon which this Agreement has been approved by three eligible Member Agencies.
- 3.2 This Agreement shall continue until terminated or dissolved pursuant to Section 3.3 of this Agreement. However, in no event shall the Member Agencies terminate or dissolve SBRHT if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of SBRHT, including, without limitation, indentures, resolutions, and letter of credit agreements.
- 3.3 This Agreement may be terminated by consent of a majority of the Member Agencies, and upon full and complete liquidation of all liabilities, including, but not limited to, any bonds, consistent with Section 3.2. Upon termination of this Agreement, any surplus money or assets in possession of SBRHT, after payment of all liabilities, shall be distributed to the then-existing Member Agencies in proportion to the contributions made by each.

### 4. Governance

- 4.1 Members. The Member Agencies of SBRHT shall be the parties to this agreement who have not withdrawn from SBRHT, and such other entities that may join SBRHT after execution of this Agreement. New Members may join based on the terms and conditions set forth in Section 11.
- 4.2 Affiliates. Entities that are eligible to be a party to this Agreement may join the SBRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors, as described in Section 4.3, or receive funding for a project within their jurisdiction until such time, if ever, they become a Member of the SBRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a party to this Agreement.
- 4.3 Board of Directors; Composition. SBRHT is governed and administered by a Board of Directors ("Board") that shall exercise all powers and authority on behalf of SBRHT. The membership of the Board of SBRHT shall be in accordance with Government Code section 6539.1, and as it may be amended. As currently required at execution of this Agreement, the SBRHT Board shall consist of at least five (5) Directors, as follows:
  - a. At least three (3) Directors shall be locally elected officials from their respective Member Agency jurisdictions, and appointed by their respective Member, and
  - b. Each Member Agency may appoint up to one (1) Director, and

- c. At least two (2) Directors shall be experts in homeless or housing policy that are not elected officials of any local agency. These Director positions shall be selected by a majority vote of the elected membership of the Board prescribed in Section 4.3(a) of this Agreement, and
- d. A majority of Directors must be locally elected officials from their respective Member Agency jurisdiction, and
- e. Alternates for each Director position may be established by the Board of Directors, provided that such alternates meet the requirements established in this Agreement and under the bylaws adopted by the Board of Directors.

4.4 Advisory Committees. The Board may establish one or more advisory committees to advise the Board, pursuant to the bylaws.

4.5 Director Terms. The Member Agencies shall select their respective Directors for the Board no later than the Effective Date, or the effective date of the respective Member Agency entering into this Agreement, as may be applicable. Each Director shall serve a term of two years, but may be reappointed for successive two-year terms in accordance with this Agreement. At least 15 days prior to the end of a Director's term, the respective Member Agency must select a new Director or re-select the current Director for the new term of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board in a Director position originally appointed by a Member Agency pursuant to this Agreement in Section 4.3(b), that Member Agency shall appoint a replacement in accordance with the criteria of Section 4.3(a) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced. In the event of a vacancy on the Board in a Director position appointed pursuant to this Agreement in Section 4.3(c), the SBRHT Board shall appoint a replacement in accordance with the criteria of Section 4.3(c) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced.

4.6 Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors consistent with Section 8.6.

4.7 Compensation. Directors shall serve on the Board without compensation. Directors may be reimbursed for actual expenses that are approved in accordance with applicable provisions of this Agreement and SBRHT bylaws before the expenses are incurred.

## 5. Budgets and Financing.

5.1 The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date of this Agreement and conclude on the next June 30th.

5.2 The Board shall annually adopt an operating budget for SBRHT setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the

Board of Directors. The budget for SBRHT shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and program costs (i.e., the financing of the programs funded or sponsored by SBRHT).

- 5.3 The particular Program and Program budget funded, sponsored, or operated by SBRHT, as well as the level of, and mechanisms for, the involvement of SBRHT and each Member Agency, in such Program and Program budget, shall be determined and approved by the Board. A Member Agency's individual contribution, involvement, and role in any particular Program or the Program budget shall be as may be mutually agreed between the Member Agency and SBRHT. By way of example only, said contributions, involvement, or role may include cash contributions, provision of services or staffing, use or transfer of title to real or personal property, pledges, guarantees, or whatever other instruments or involvement the Member Agency and SBRHT may agree to. Contributions of all kinds to the Program budget from private persons or entities and not-for-profit entities, whether their interests are represented by any Directors, are encouraged, so long as they do not cause a violation of any applicable conflicts of interest statutes, rules, or regulations.

## 6. Financial Management.

- 6.1 Pursuant to Government Code sections 6505.5 and 6505.6, the Board shall appoint an officer of SBRHT to hold the offices of treasurer and auditor of SBRHT. This officer can be either the treasurer of a Member Agency to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.
- 6.2 SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purpose of SBRHT.

## 7. Additional Officers and Staffing.

- 7.1 It is understood that SBRHT will require the support of administrative staff. When deemed necessary, the Board may contract for officers and staff with a Member Agency, the San Bernardino Council of Governments, or other independent contractors, agents, or volunteers as the Board may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefore.

- 7.2 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.
- 7.3 The officer or staff may be delegated authority as deemed necessary or appropriate by the Board.
- 7.4 If SBRHT contracts with a Member Agency to provide SBRHT with administrative services through persons who are employees and/or officers of the Member Agency, then any retirement liabilities associated with that Member Agency's employees and/or officers shall not constitute a liability of SBRHT or any other Member Agency. This shall not preclude a Member Agency providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Member will charge SBRHT for providing such services.
- 7.5 All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents, or employees of a Member Agency shall apply to the same extent when performing duties for SBRHT.
- 7.6 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

## **8. Meetings.**

- 8.1 The Board shall schedule at least two (2) regular meetings each Fiscal Year.
- 8.2 Special meetings of the Board may be called by the Chairperson of the Board and otherwise in accordance with provisions of California Government Code §54956 and any applicable SBRHT bylaws.
- 8.3 All meetings of the Board shall be held subject to the provisions of California Government Code §54950 et seq. (the "Brown Act") and other applicable laws of the State of California.
- 8.4 A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement or otherwise defined in the Bylaws, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting. Each Director of a Member Agency shall have one vote and no weighted or proxy votes shall be permitted.
- 8.5 The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept as record of all meetings.
- 8.6 The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson.

The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

8.7 The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

### 9. Bylaws.

9.1 The Board shall adopt bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are appropriate in order to carry out SBRHT's purpose.

9.2 The Board may, from time to time, amend its bylaws.

### 10. Fees.

10.1 Member Agencies shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SBRHT in accordance with a cost allocation as determined and approved annually by the Board of Directors. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

### 11. New Members.

11.1 New Member Agencies may be added to SBRHT by a majority vote of the Directors present at the meeting. Membership is effective immediately upon execution of this Agreement by the new Member Agency.

### 12. Withdrawal.

12.1 It is fully anticipated that each Member Agency shall participate in SBRHT until the purposes set forth in this Agreement are accomplished. A Member Agency may withdraw from SBRHT upon its governing board's adoption of a resolution stating its intent to withdraw from SBRHT. The withdrawal of any Member Agency shall be conditioned as follows:

- a. The withdrawal shall be effective at the end of the SBRHT Fiscal Year which is at least 180 days after the receipt by SBRHT of a written notice of the Member Agency's intent to withdraw, accompanied by a copy of the governing board resolution stating the intent to withdraw; and
- b. Unless otherwise provided by a unanimous vote of the SBRHT Board, withdrawal shall result in the forfeiture of that Member Agency's rights and claims relating to distribution of property and funds upon termination of SBRHT. Withdrawn Members shall not be entitled to any reimbursement of Administrative Fees.

### 13. Amendments.

13.1 Except as provided in Sections 11 and 12, subject to all legal obligations of SBRHT, this Agreement may be amended by a writing executed by all of the Member Agencies of SBRHT.

#### 14. Notices.

14.1 All notices to the Member Agencies shall be deemed to have been given to the Member Agencies (1) three days after mailing when mailed, postage prepaid by United States mail, return receipt requested, or (2) at the time of delivery when delivered personally or by courier service to the Member Agency's City or County Clerk during usual business hours at the principal office.

14.2 All notices to SBRHT shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the executive officer of SBRHT at the following address, or to such other address as may be designated to SBRHT for formal notice:

1170 W. Third Street  
2<sup>nd</sup> Floor  
San Bernardino, CA 92410

#### 15. Assignments; Other Agreements.

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member Agency. No Member Agency may assign any right or obligation hereunder without the written consent of all other Member Agencies. Participation in SBRHT is not intended to preclude Member Agencies from entering into similar agreements with other jurisdictions.

#### 16. Severability.

16.1 Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Member Agencies intended to enter into in the first instance.

#### 17. Headings.

17.1 All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

#### 18. Non-Liability for Obligations of SBRHT.

18.1 The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities, or obligations of any Member Agency or its respective officers, agents, employees, representatives, or volunteers.

- a. Assignment. Each Member Agency shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims (as defined in section c below) arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Member Agency pursuant to this Section.

- b. Survival. SBRHT's duty to defend, indemnify, and hold harmless Member Agencies shall survive and continue in full force and effect after withdrawal of any Member from this Agreement, including as to the withdrawing Member Agency, or termination of this Agreement for any reason with respect to any Claims, as defined in 18.1.c., that occurred before the date of such withdrawal or termination.
- c. Pursuant to the provisions of California Government Code Section 895 et seq., each Member Agency that is party to this Agreement shall be liable for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents.
- d. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Member Agency, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's acts and omissions related to its purposes set forth in this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part.
- e. Liability Financing. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event SBRHT's financial obligations to indemnify, defend, and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), the Member Agencies may provide for contribution or indemnification by any or all of the Member Agencies that are parties to the agreement upon any liability arising out of the performance of the agreement, and/or a Member Agency or Member Agencies may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit, or waive SBRHT's obligations of indemnity or defense to each Member Agency as first set forth above in this Section. Nothing herein shall obligate any Member Agency to indemnify or hold harmless SBRHT for an Unfunded Liability or to make any contribution towards and Unfunded Liability. In no event shall any Unfunded Liability of the SBRHT be passed through to a Member Agency without the express, written, and voluntary approval of that Member Agency's governing body via a separate instrument.

## 19. Governing Laws and Venues.

- 19.1 This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state within the County of San Bernardino, California. Each party irrevocably submits to the personal and subject matter jurisdiction of such courts and

waives any objection to venue or forum non convenience with respect to actions brought in those courts.

**20. Confirmation of Jurisdictional Authority.**

20.1 By signing this Agreement, the Member Agencies retain all jurisdictional authority granted to them by the State and/or their respective Charters. The powers and/or authority granted to SBRHT pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their signatures on this Agreement, effective as of the date first stated above.

**MEMBER AGENCY: [ENTER MEMBER AGENCY NAME]**

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

**[INSERT Name of Authorized Signatory, Title]**

**Attest:** \_\_\_\_\_

**[INSERT Name of Witness (e.g. Clerk), Title]**

**MEMBER AGENCY:**

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

**[INSERT Name Authorized Signatory, Title]**

**Attest:** \_\_\_\_\_

**[INSERT Name of Witness (e.g. Clerk), Title]**



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0883

**Agenda #:** M.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Approval of Environmental Permit Agreements and Environmental Mitigation Purchase for the Building A Better Connected Inland Empire (RAISE) Project

**RECOMMENDATION:**

1. Authorize the City Manager, or City Manager's designee, to enter into permit agreements for the Building A Better Connected Inland Empire (RAISE) Project.
2. Authorize the City Manager, or City Manager's designee, to purchase environmental mitigation credit from the appropriate mitigation banks for the Building A Better Connected Inland Empire (RAISE) Project.
3. Authorize the City Manager, or City Manager's designee, to enter any future amendments to the agreements for the Building A Better Connected Inland Empire (RAISE) Project.
4. Authorize the City Manager, or City Manager's designee, to enter into any and all utility agreements and any related items on behalf of the City of Fontana for the Building A Better Connected Inland Empire (RAISE) Project.

**COUNCIL GOALS:**

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

**DISCUSSION:**

On April 14, 2022, the City of Fontana submitted an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the Building A Better Connected Inland Empire project ("Project") at Cherry Avenue and Victoria Avenue within the Westgate Specific Plan area. This project will provide major complete street improvements including additional lane capacity, integrated traffic system, medians with protected left turns, streetlights, signage, roundabout, raised medians, approximately 5 miles of Class II bike trails, approximately 2.5 miles of Class I bike lanes, approximately 5 miles of ADA compliant sidewalks, approximately 0.5 miles multi-use trails, pedestrian crosswalks, and countdown signal heads. The Project limits are Victoria Street between I-15/Cherry Avenue Interchange westbound ramp intersection and Cherry Avenue between SR-210 and Baseline Road.

In December 2022, the Federal Highway Administration (FHWA) notified the City that it had been awarded \$15,000,000 in RAISE grant funding for the Project. The Project is currently in the final phases of design, right-of-way acquisition, utility clearance, and permit approvals. Construction is anticipated to begin in late 2026.

To obligate the RAISE grant funding, the City must obtain right-of-way certification from the California Department of Transportation (Caltrans). Achieving right-of-way certification requires confirmation of utility clearances from all utility purveyors and completion of all necessary environmental approvals from regulatory agencies.

The Project requires several permits from environmental regulatory agencies, including a Lake and Streambed Alteration Agreement (Section 1602) and an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW), as well as Waste Discharge Requirements (WDR) from the Regional Water Quality Control Board (RWQCB). These permits must be entered into by the City as the Permittee and include mitigation requirements related to streambed alteration and potential impacts to California burrowing owls.

At the time of preparation of this staff report, the City has received a draft Streambed Alteration Agreement from the California Department of Fish and Wildlife and a preliminary quote from Soquel Canyon Mitigation Bank for Riparian Enhancement Credits in the amount of \$475,000. Additional permit agreements and mitigation cost estimates are expected in the coming weeks.

Given the Project's funding schedule and associated deadlines, authorizing the City Manager, or the City Manager's designee, to enter into the required permit agreements, purchase mitigation credits, and execute all necessary utility agreements will help streamline the permitting process and maintain the Project schedule. If the total mitigation credit purchase amount exceeds \$700,000, staff will present the request to the City Council for further review and approval.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is approximately \$700,000 and is included in the FY 2025-2026 budget in Westgate at Cherry Avenue and Victoria Street Improvement Project #37600042-245-A-8329 and #37600042-630-A-8329.

**MOTION:**

Approve staff recommendation.

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
INLAND DESERTS REGION  
3602 INLAND EMPIRE BLVD, SUITE C-220  
ONTARIO, CA 91764



**STREAMBED ALTERATION AGREEMENT**  
EPIMS-SBR-58314-R6  
OLD SAN SEVAINE CHANNEL, TRIBUTARY TO EAST ETIWANDA CREEK

CITY OF FONTANA  
CHERRY AVENUE AND VICTORIA STREET COMPLETE STREETS  
INFRASTRUCTURE PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Fontana (Permittee) as represented by Jeff Kim.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 9, 2025, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located within Old San Sevaime Channel, tributary to East Etiwanda Creek. The project is located within City Fontana, in the County of San Bernardino, State of California. The project site is bounded by Cherry Avenue and Victoria Street at approximately 34.12774, -117.49302 on Assessor's Parcel Number 0228-092-20-0000. (Exhibits A and B).

## **PROJECT DESCRIPTION**

The project is limited to installing one culvert, which will be located where the new Victoria Street alignment crosses Old San Sevaime Channel. This culvert consists of

four 18-inch diameter corrugated metal pipes (CMP) measuring approximately 150 linear feet. Old San Sevaine Channel will be excavated to bed the culvert, inlet and outlet structures, then backfilled with clean soil. Riprap will be installed at the inlet and outlet for culvert protection and velocity dissipation. The Victoria Street realignment will be constructed above the culvert, using aggregate and cement. The culvert will cross under Victoria Street within Old San Sevaine Channel and convey storm water generated upstream of Victoria Street to an existing storm drain inlet where Old San Sevaine Channel meets Baseline Avenue. The existing culvert under the existing Victoria Street alignment will remain and will not be removed.

Construction staging for the project will be located on two vacant plots of land, one at the northwest intersection of Cherry Avenue and Baseline Avenue, and the second location south of Victoria Street along the northwest border of the utility corridor. When necessary, existing roadways will be used as staging areas. Excavated soil will be stored/staged onsite within the designated work areas/staging areas for use within the project. Clean soil will be sourced from the soil excavated from the basins adjacent to the roundabout. Soil will be screened as needed to remove debris, large rocks, etc.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: **PLANTS:** Brand's phacelia (*Phacelia stellaris*), Braunton's milk vetch (*Astragalus brauntonii*), mesa horkelia (*Horkelia cuneata* var. *puberula*), Nevin's barberry (*Berberis nevinii*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), San Diego ambrosia (*Ambrosia pumila*), slender-horned spineflower (*Dodecahema leptoceras*); **INVERTEBRATES:** Crotch's bumble bee (*Bombus crotchii*); **AMPHIBIANS:** western spadefoot (*Spea hammondi*); **REPTILES:** California glossy snake (*Arizona elegans occidentalis*), coast horned lizard (*Phrynosoma blainvillii*), southern California legless lizard (*Anniella stebbinsi*), southwestern pond turtle (*Actinemys pallida*); **BIRDS:** burrowing owl (*Athene cunicularia*), California horned lark (*Eremophila alpestris actia*), coastal California gnatcatcher (*Polioptila californica californica*), Cooper's hawk (*Astur cooperii*), least Bell's vireo (*Vireo bellii pusillus*), northern harrier (*Circus hudsonius*), southwestern willow flycatcher (*Empidonax traillii extimus*); **MAMMALS:** Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), pallid bat (*Antrozous pallidus*), San Bernardino kangaroo rat (*Dipodomys merriami parvus*), San Diego desert woodrat (*Neotoma lepida intermedia*), western mastiff bat (*Eumops perotis californicus*); and any other fish and wildlife resources occurring within the project area.

The adverse effects the project could have on the fish or wildlife resources identified above include: soil compaction or other disturbance to soil layer; loss of natural bed or bank; loss or decline of riparian habitat; change in composition of channel materials; loss or decline of natural bed substrate; short-term release of contaminants; long-term release of contaminants; diversion of flow water from, or around, activity site; dewatering; colonization by exotic plant or animal species; construction pitfalls that can capture terrestrial organisms; disturbance to nesting birds and other wildlife.

Project activities described above are anticipated to temporarily impact 0.37 acres and permanently impact 0.40 acres of streambed and associated Fish and Game Code Section 1602 resources.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional projects or impacts subject to Fish and Game Code section 1602 not identified in this Agreement are anticipated. No additional impacts subject to Fish and Game Code section 1602 are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take, incidental or otherwise, of any state or federally listed threatened, endangered, candidate or fully protected species. Take of any California Endangered Species Act (CESA) listed species is prohibited except as authorized by state law (Fish and G. Code, §§ 2080 & 2085). Consequently, if a project, including project construction or any project-related activity during the life of the project, may result in take of CESA-listed species, CDFW recommends that the project proponent seek appropriate authorization prior to project implementation. This may include an incidental take permit (ITP) or a consistency determination (Fish & G. Code, §§ 2080.1 & 2081).
- 1.7 Take of Nesting Birds. Section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game

Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Designated Biologist. Permittee shall retain a CDFW-approved qualified biologist, botanist, or other biological specialist (Designated Biologist(s)) to be onsite throughout the entirety of the project. Permittee shall ensure that the Designated Biologist(s) is knowledgeable and experienced in the identification, biology, natural history, collecting, and handling of appropriate species. Permittee shall submit the aforementioned information using the CDFW Biologist Resume Form, DFW 820 (Exhibit D; available online at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869> ) at least **30 days before commencement of project activities** addressed by this agreement. The Designated Biologist(s) shall conduct pre-activity surveys, present the Worker Environmental Awareness Program, monitor all construction activities subject to Fish and Game Code section 1602 (i.e., ensuring the prescribed access routes and work areas are respected), monitor any active bird nests, perform necessary pre-activity surveys within stream areas and within all sensitive habitats, and ensure impacts to wildlife habitat are minimized.
- 2.2 Qualifications of Designated Biologist(s). Permittee shall ensure that each Designated Biologist is knowledgeable and experienced in the identification, life history, behavior, and habitat requirements of species with potential to be impacted by the project. Permittee shall also ensure that handling of non-listed fish, wildlife, or plant species is conducted only by Designated Biologists approved by CDFW in writing. Handling of state-listed species will require CESA authorization.
- 2.3 Responsibility of Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, excavation, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of project activities addressed by this Agreement.

- 2.4 Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall immediately halt any activity that does not comply with this Agreement, and/or order any reasonable measure to avoid the violation of, or maintain compliance with, any measure of this Agreement. The Designated Biologist(s) shall not have the authority to handle any special-status species (e.g., species of special concern, rare, threatened, endangered, candidate) and must halt construction and notify CDFW immediately if any listed species is identified within or adjacent to the project area and could be impacted by the project. If compliance with any measure of this Agreement fails or if the measures of this permit are violated, Permittee shall notify CDFW immediately in writing to [R6LSAreporting@wildlife.ca.gov](mailto:R6LSAreporting@wildlife.ca.gov).
- 2.5 Access Routes and Work Areas. The Designated Biologist(s) shall establish and delineate work areas and access routes, within those areas and routes identified in the notification, to minimize impacts to sensitive resources to the greatest extent feasible. The Designated Biologist(s) shall clearly demarcate, using non-ground-disturbing methods, the prescribed work areas and access routes, and any necessary avoidance areas, including an appropriate buffer. If Permittee determines that alternative access routes or work areas, beyond those described in the notification, are necessary, the Designated Biologist(s) or Permittee shall contact CDFW for written approval prior to utilizing the alternative route. CDFW may require an amendment to this Agreement if project modifications are required.
- 2.6 Staging Areas. All project-related parking areas, storage areas, laydown sites, and equipment storage shall be located outside of areas subject to Fish and Game Code section 1602 and, to the extent possible, shall use previously disturbed areas.
- 2.7 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds **anytime birds are nesting on-site**. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.
- 2.7.1 Designated Biologist(s). Permittee shall designate a biologist (Designated Biologist(s)) experienced in identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993<sup>1</sup> and United States Fish and Wildlife Service and/or [CDFW-accepted species-specific survey protocols](#)); implementing nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success (e.g., Martin and Geupel 1993<sup>2</sup>); determining/ establishing

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<sup>1</sup> Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring landbirds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

<sup>2</sup> Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

- 2.7.2 Pre-Construction Surveys. Surveys shall be conducted by the Designated Biologist(s) at the appropriate time of day/night, during appropriate weather conditions, **no more than three (3) days prior to the initiation of project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the property; density and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-project surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist(s) shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist(s) shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist(s) shall monitor the nest for 1 hour (4 hours for raptors) prior to approaching the nest to determine status. The Designated Biologist(s) shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-activity surveys shall be provided to CDFW per Measure 4.1.
- 2.7.3 Buffers. When an active nest is confirmed, the Designated Biologist(s) shall immediately establish a conservative buffer surrounding the nest. Nest buffers are species specific and shall be at least 300 feet for passerines and 500 feet for raptors. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist(s) shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, the Designated Biologist(s) may choose to adjust the buffer based on site characteristics, stage of reproduction, and types of project activities proposed at/near that location. The Designated Biologist(s) shall monitor the nest at the onset of project activities addressed by this

Agreement, and at the onset of any changes in project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist(s) determines that project activities may be causing an adverse reaction, the Designated Biologist(s) shall increase the buffer accordingly.

- 2.7.4 Protection from Excessive Sound. If project activities must take place within the buffer, a qualified acoustician shall monitor noise as work approaches the edge of the occupied habitat as directed by the Designated Biologist(s). If the noise meets or exceeds the 60 dB(A) Leq threshold<sup>3</sup>, or if the Designated Biologist(s) determines that activities are disturbing nesting activities, the Designated Biologist(s) shall have the authority to halt the project activities and shall consult with CDFW to devise methods to reduce the noise and/or disturbance. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nesting birds and the activities, and working in other areas until the young have fledged. Protective noise barriers shall be removed when birds are done nesting and shall not remain installed in the project site during the rainy season if within the floodplain of the stream(s). The Designated Biologist(s) shall monitor the nest daily until activities are no longer within 300 feet of the nest, or the fledglings become independent of their nest, or the nest has failed.
- 2.7.5 Ongoing Monitoring. The Designated Biologist(s) shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist(s) shall document the status of all existing nests, including the stage of reproduction and the expected fledge date, when this can be determined without endangering the nest by disturbance or alerting predators. If a nest is suspected to have been abandoned or failed, CDFW recommends the Designated Biologist(s) monitor the nest for a minimum of 1 hour (4 hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist(s) may approach the nest to assess the status.
- 2.7.6 Securing Site. Permittee, under the direction of the Designated Biologist(s), may also take steps to discourage nesting on the project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist(s) shall ensure that none of the materials used pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting

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<sup>3</sup> Barber, J. R., K. R. Crooks, and K. M. Fristrup. 2009. The costs of chronic noise exposure for terrestrial organisms. *Trends in Ecology and Evolution* 25:180–189.

within the project site in the summary reports.

2.7.7 Reporting. The Designated Biologist(s) shall be responsible for providing summary reports, as specified in Measure 4.2 to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If the project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours.

2.8 Burrowing Owl. Burrowing owl is a candidate species for listing as threatened or endangered pursuant to the California Endangered Species Act (Fish & G. Code, §§ 2050 et seq., 2080, 2085). Permittee shall ensure that impacts to burrowing owls and take of burrowing owls are fully avoided through the implementation of focused surveys, preconstruction surveys, and ongoing monitoring. If impacts to burrowing owls cannot be avoided, Permittee shall postpone the Project until appropriate CESA authorization is obtained. This may include an incidental take permit (Fish and Game Code, § 2081). The issuance of this Agreement does not authorize take of burrowing owls.

2.8.1 Burrowing Owl Habitat Assessment. Prior to the initiation of Project activities addressed by this Agreement, Permittee shall conduct a burrowing owl habitat assessment consistent with the 2012 Staff Report<sup>4</sup>. A habitat assessment shall be conducted by Designated Biologist(s) knowledgeable of burrowing owl habitat, ecology, and field identification of the species, burrow and burrow surrogates, and burrowing owl sign **at least thirty (30) calendar days prior to the initiation of Project activities addressed by this Agreement**. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat.<sup>5</sup> Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. A report summarizing the results of the habitat assessment

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<sup>4</sup> California Department of Fish and Wildlife (CDFW). 2012. Staff Report on Burrowing Owl Mitigation. State of California, Natural Resources Agency. Available for download at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843>.

<sup>5</sup> Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low-growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and non-native grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement.

shall be submitted to CDFW **within 10 days of survey completion**, as described in Measure 4.3.

- 2.8.2 Focused Surveys for Burrowing Owls Prior to Project Activities. If the burrowing owl habitat assessment identifies burrowing owl habitat or sign on site, Permittee shall have a Designated Biologist(s) pre-approved by CDFW perform a survey for burrowing owls **between 30 and 60 days prior** to Project activities. Occupancy of burrowing owl habitat is confirmed at a site when at least one burrowing owl, or its sign at or near a burrow entrance, is observed within the last three years.
- 2.8.3 Burrowing Owl Survey Results. Permittee shall submit the survey methodology and results **within ten days** of survey completion and **at least twenty-one days prior** to commencement of Project activities addressed by this Agreement to CDFW Inland Deserts Region at [R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov).
- 2.8.4 Burrowing Owl Pre-Construction Inspection. If burrowing owl habitat is found onsite, Permittee shall have a Designated Biologist(s), pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity **within three (3) days prior** to any site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl sign at burrow entrances such as pellets, whitewash or other “ornamentation,” feathers, prey remains, etc. If it is evident that the burrows are actively being used, Permittee shall not commence activities until appropriate CESA authorization is obtained. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.
- 2.8.5 Burrowing Owl Avoidance and Monitoring Plan. If burrowing owls are detected on or adjacent to the Project site, the Permittee shall prepare a Burrowing Owl Avoidance and Monitoring Plan that shall be submitted to CDFW for review and approval **at least 30 days prior** to initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Avoidance and Monitoring Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls. Project activities shall not occur within 1000 feet of an active burrow until CDFW approves the Burrowing Owl Avoidance and Monitoring Plan. The Burrowing Owl Avoidance and Monitoring Plan shall include 1) assessment that details the number and location of occupied burrow sites, and acres of burrowing owl habitat with a qualitative description of the habitat vegetation characteristics; 2) details on avoidance actions and monitoring such as proposed buffers, visual barriers, and other actions to ensure that take of burrowing owl

individuals, nests, and eggs are avoided; and 3) site monitoring to be conducted prior to, during, and after Project activities. The Permittee shall implement the Burrowing Owl Avoidance and Monitoring Plan following CDFW review and approval. If it is evident that the burrows are being used and avoidance is not feasible, Permittee shall not commence activities until appropriate CESA authorization is obtained.

2.8.6 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall notify CDFW immediately in writing to [R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov) (reference SAA# EPIMS-SBR-58314-R6).

2.9 Least Bell's Vireo. Least Bell's vireo is an endangered species pursuant to the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) and the federal Endangered Species Act. Permittee shall designate a CDFW-approved least Bell's vireo biologist (Designated Biologist) that is knowledgeable about the species natural history, habitat requirements, seasonal movements, and range to survey and monitor for least Bell's vireo prior to project activities. If project activities will be completed when least Bell's vireo could be present, the Designated Biologist shall complete necessary surveys, impact assessments, and associated reports within all locations subject to project site activities following the protocols provided within the *Least Bell's Vireo Survey Guidelines* (USFWS, January 2001) to ensure avoidance of impacts. Survey results shall be submitted in writing to CDFW for review prior to the start of project activities. If least Bell's vireos are identified within 500 linear feet of project site activities, the Permittee shall develop a plan to completely avoid impacts to the species and submit to CDFW for review and approval. The Permittee shall not conduct any project activities within 1000 linear feet of occupied least Bell's vireo habitat from March 1 through July 31. The Permittee shall not conduct any project activities within 500 linear feet of occupied least Bell's vireo habitat from August 1 to September 15. If full avoidance cannot be accomplished, Permittee shall postpone the Project until appropriate CESA authorization is obtained.

2.10 San Bernardino Kangaroo Rat. Permittee shall prepare a plan to conduct pre-project protocol trapping for San Bernardino kangaroo rat (SBKR) within the project footprint and a 500-foot buffer and shall submit the plan to CDFW for review and approval prior to implementation. Nighttime temperatures during the trapping must be greater than 50 degrees Fahrenheit. The results of the protocol trapping shall be provided to CDFW no less than **30 days prior to the start of project activities. If SBKR are present, all project activities must avoid take, unless CESA authorization is obtained, and no project activities are authorized under this Agreement without additional written approval from CDFW.** This Agreement does not provide authorization for take of any listed species.

- 2.11 Special-Status Small Mammals. Prior to the start of project activities, a Designated Biologist(s) knowledgeable in the habitat, ecology, and field identification of San Diego desert woodrat and Los Angeles pocket mouse shall visually survey the entirety of the project site, access route, and appropriate buffer surrounding these areas to identify any features/habitats (i.e., burrows, dens, cavities, etc.) suitable to support these special-status small mammals. Where an identifiable feature is present, the Designated Biologist(s) shall mark the potentially occupied feature for avoidance. If special-status small mammals are detected, Permittee shall immediately (within 24 hours) notify CDFW and submit species-specific avoidance measures that when implemented, will fully avoid impacts to the special-status small mammals. If full avoidance cannot be accomplished, Permittee shall postpone the project and contact CDFW to discuss an appropriate path forward.
- 2.12 Special-Status Amphibians. Prior to the start of Project activities, the Designated Biologist(s) shall visually survey the project area for the potential occurrence of special-status amphibians within the project footprint, including, but not limited to, those identified in the Project Impacts section of this Agreement. If special-status amphibians, egg masses, or breeding habitat are present, Permittee shall develop a Species Avoidance Plan to ensure breeding habitat, and/or egg masses and tadpoles are not impacted by project activities, including the excavated materials entering the streambed. The Species Avoidance Plan shall be submitted to CDFW for review and approval prior to implementation.
- 2.13 Special-Status Reptiles. Permittee shall avoid and minimize impacts to special-status reptiles within the Project footprint, including, but not limited to, those identified in the Project Impacts section of this Agreement. The Designated Biologist(s) shall conduct pre-activity clearance surveys immediately prior to the initiation of ground-disturbing activities within areas containing suitable habitat, including burrows, sand fields, and rock piles. If any special-status reptiles are detected, the Designated Biologist(s) shall provide the animal sufficient time to leave on its own accord. If any special-status reptile species is identified and has the potential to be impacted by the Project, Permittee shall halt the activities that have the potential to impact special-status reptiles and **contact CDFW immediately** to discuss an appropriate path forward.
- 2.14 Crotch's Bumble Bee. Crotch's bumble bee is a candidate species for listing pursuant to the California Endangered Species Act (Fish & G. Code, § 2050 et seq.). Permittee shall designate a Crotch's bumble bee approved biologist (Designated Biologist(s)) that is knowledgeable about the species natural history, habitat requirements, seasonal movements, and range to survey and monitor for Crotch's bumble bee prior to project activities. Surveys should be conducted during flying season when the species is most likely to be detected above ground, between March 1 to September 1 (Thorp et al. 1983<sup>6</sup>). Survey results, including negative findings, should be submitted to CDFW prior to implementing project-

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<sup>6</sup> Thorp, R. W., D. S. Horning, and L. L. Dunning. 1983. Bumble bees and cuckoo bumble bees of California (Hymenoptera, Apidae). Volume 23. University of California Press, Berkeley, CA, USA

activities. If Crotch's bumble bee is detected, the Designated Biologist should immediately notify CDFW. In addition, the Permittee in consultation with the Designated Biologist(s) should develop a Crotch's Bumble Bee Avoidance Plan. At a minimum, the avoidance plan should identify the location of all nests in or adjacent to the project site as well as all inactive small mammal burrows. If an inactive burrow may be disturbed by project activities, it should be resurveyed for Crotch's bumble bee within seven (7) days prior to the scheduled disturbance. A minimum 100-foot no disturbance buffer zone should be established around nests to reduce the risk of disturbance or accidental take. The Designated Biologist(s) should expand the buffer zone as necessary to prevent disturbance or take. If full avoidance cannot be accomplished, Permittee shall postpone the project until appropriate CESA authorization is obtained.

- 2.15 Special-Status Plants. Prior to the start of project activities, the Designated Biologist(s) shall visually survey the entirety of the project site and access route to identify any special-status plants, such as those included in the Project Impacts section of this Agreement. Any special-status plants identified shall be marked for avoidance. The Permittee shall avoid all impacts to state-listed plants unless CESA authorization is obtained. If other special-status plant species are identified within the project site, Permittee shall develop a plan to avoid impacts to special-status plants. If full avoidance cannot be accomplished, Permittee shall postpone the project and contact CDFW to discuss an appropriate path forward.
- 2.16 Pre-activity Surveys. The Designated Biologist(s) shall conduct pre-activity surveys within the project areas and a 500-foot buffer surrounding these areas 14-21 days prior to initiating project activities. The surveys shall be conducted to identify and map for avoidance any special-status species with the potential to occur on the site, including those identified in the Project Impacts section of this Agreement, and any habitat, dens, roosts, burrows, nests, etc. capable of supporting a special status species. The Designated Biologist(s) shall ensure that the methods used to locate, identify, map, avoid, and buffer individuals or habitat are appropriate and effective, including the assurance that the surveyor has attained 100% visual coverage of the entirety of the potential impact areas, and an appropriate buffer surrounding those areas. Results of the surveys shall be submitted to CDFW via email at least 2 days prior to initiation of any project activities. If any special-status species (or sign of presence) is identified within or adjacent to the project area, Permittee shall immediately (within 24 hours) notify CDFW and submit, prior to initiation of project activities, species-specific avoidance measures that when implemented will fully avoid impacts to the special-status species. If full avoidance cannot be accomplished, Permittee shall postpone the project and contact CDFW to discuss an appropriate path forward. Results of pre-activity surveys shall be provided to CDFW per Measure 4.3.
- 2.17 Pre-Activity Sweeps. The Designated Biologist(s) shall conduct pre-activity sweeps within the project areas (including access routes) and a 500-foot buffer surrounding the project areas, within 2 hours prior to initiating project activities. The pre-activity

sweeps shall confirm and mark/map for avoidance the location of any known nesting bird(s) and/or special-status species and shall verify that no additional/new nesting bird(s) and/or special-status species have occupied the project areas or adjacent habitats. If any additional/new nesting bird(s) and/or special-status species (or sign of presence) are identified within or adjacent to the project areas during the pre-activity sweep, Permittee shall determine whether the proposed avoidance measures will be effective in fully avoiding impacts of the project on the identified resource(s) prior to initiating project activities. If full avoidance cannot be accomplished, Permittee shall postpone the project, and contact CDFW to discuss an appropriate path forward.

- 2.18 Avoidance of Sensitive Resources. Following the completion of the pre-activity sweep, the Designated Biologist(s) shall ensure that all sensitive resources identified are mapped/marked for avoidance and that the buffers proposed to protect those sensitive resources are appropriately sized and clearly demarcated. In addition, the Designated Biologist(s) shall identify and mark the most appropriate path (i.e., the route that provides full avoidance of sensitive resources, vegetation, and other habitat values) for construction vehicles and equipment to utilize to access the project site. The Designated Biologist(s) shall use available scientific research, independent judgement, and personal experience when assigning avoidance buffer. Details of these avoidance measures shall be provided to CDFW in the post-activity report (Measure 4.4) within 14 days after project completion. If full avoidance cannot be accomplished, Permittee shall postpone work activities in the immediate area and buffer as determined by the Designated Biologist, and contact CDFW to discuss an appropriate path forward. The Permittee may resume activities at other project locations after clearance by the Designated Biologist(s).
- 2.19 Construction Monitoring. The Designated Biologist(s) shall be present during the entirety of project activities and shall ensure that all avoidance and minimization measures are implemented and maintained, including but not limited to monitoring and addressing potential nesting bird(s) and/or special-status species impacts, ensuring the prescribed access routes and work areas are respected, and securing any excavation areas. If the Designated Biologist(s) determines there is the potential for the project to impact a nesting bird(s) and/or special-status species, the Designated Biologist(s) shall postpone work activities in the immediate area and buffer as determined by the Designated Biologist, and contact CDFW to discuss an appropriate path forward. Permittee may resume activities at other project locations after clearance by the Designated Biologist(s).
- 2.20 Moving out of Harm's Way. To reduce direct injury and mortality, the Designated Biologist(s) shall be at the project site prior to and during all ground- and habitat-disturbing activities to move or allow to move out of harm's way any non-listed, non-fully protected wildlife that would otherwise be injured or killed from project-related activities. Movement of wildlife out of harm's way should be limited to only those individuals that would otherwise be injured or killed, and individuals should

be moved only as far as necessary to ensure their safety. Only Designated Biologist(s) with appropriate authorization by CDFW shall move CESA-listed species.

2.21 No Work in Flowing Water. Work within Fish and Game Code section 1602 resources shall be restricted to periods of no stream flow except for CDFW-approved water diversions.

2.22 Dewatering. Permittee shall comply with the following:

2.22.1 Dewatering Plan. Permittee shall submit for approval a detailed dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the dewatering of the stream without the explicit approval from the Department.

2.22.2 Maintain Aquatic Life. When any artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.

2.22.3 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. A summary of any such activities shall be submitted in the report described in Measure 4.4. This condition **does not allow for the take or disturbance** of any State or federally listed species, or State species of special concern.

2.22.4 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation, such as clean gravel.

2.22.5 Non-Erodible Materials. Permittee shall use only clean non erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream at the end of the irrigation season each year.

2.22.6 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable, and no undue

erosion will occur.

- 2.22.7 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Bypassed flow will be in accordance with Fish and Game Code § 5937 (Sufficient Water for Fish Below Dams) and § 5947 (Unlawful to Vary Flows if Harmful to Fish). Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.
- 2.23 Worker Environmental Awareness Program (WEAP). Prior to implementing any project activities, Permittee shall implement a Worker Environmental Awareness Program (WEAP) to educate on-site workers about sensitive environmental issues associated with the project. The program will be administered to all on-site personnel, including Permittee's personnel, contractors, and all subcontractors, prior to the employee's commencing project activities. Permittee shall provide interpretation for non-English-speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform project activities.
- 2.24 Best Management Practices (BMPs). Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored by the Designated Biologist(s) and repaired, if necessary, to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to Fish and Game Code section 1602 resources. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.25 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.). Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <https://stopaquaticitchhikers.org/>.

- 2.26 Equipment Use and Cleaning. All equipment shall be cleaned prior to entering the bed or bank of the wetland. Washing must take place where rinse water is collected and disposed of in either a sanitary sewer, landfill, or other facility authorized to accept such rinse water. The cleaning measures must be practical and verifiable. Depending on the nature of the debris, the equipment may be cleaned using mechanical methods (brushing, scraping, prying), compressed air, high-pressure water, or steam. This includes wheels, tires, buckets, stabilizers, undercarriages, and bumpers. The Permittee shall verify and document cleaning has occurred prior to equipment entering the bed or bank of the lake; documentation of equipment inspections for each date of entry shall be available to CDFW upon request.
- 2.27 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.27.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.27.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.27.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering a lake, streambed, or flowing stream. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.27.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into any river, stream, or lake. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any lake, streambed, or flowing stream.
- 2.27.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants

from the equipment may enter these areas under any flow.

- 2.28 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each workday to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of project activities, Permittee shall remove and properly dispose of all refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

### 3. Compensatory Measures

To compensate for adverse impacts to the fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Purchase of Credits from Mitigation Bank. Permittee shall purchase a total of 1.20 acres of riparian enhancement credits from a CDFW approved mitigation bank, to be approved by CDFW in writing. **Permittee shall obtain CDFW approval regarding choice of the mitigation bank prior to credit purchase. Proof of purchase shall be provided to CDFW no later than 7 days prior to initiation of project activities.**
- 3.2 Restoration of Temporary Impact Areas. Permittee shall initiate restoration of the 0.37-acre impact area (Restoration Area) immediately following the completion of project activities. Restoration activities shall include: (1) recontouring and decompaction of the streambed and bank, and associated habitats to pre-impact grade; (2) placement of collected topsoil/substrate and/or seeds; (3) removal of invasive and nonnative plant species; and (4) if native vegetation is removed, planting of local, native species by installing container plants and/or broadcasting seeds. Permittee shall provide a brief memo to CDFW describing the fulfillment of the criteria described above and include before and after photos.

### 4. Reporting Measures

Permittee shall meet each reporting requirement described below. All reporting and project information shall be submitted in digital copy via EPIMS and to [R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov), with a cc to [Julia.Charpek@Wildlife.ca.gov](mailto:Julia.Charpek@Wildlife.ca.gov). Please reference Notification No. EPIMS-SBR-58314-R6.

- 4.1 Pre-Construction Nesting Bird Survey Report. Prior to commencement of project activities, Permittee shall submit the results of pre-construction nesting bird surveys completed pursuant to Measure 2.7.2 of this Agreement to [R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov)
- 4.2 Nesting Bird Summary Reports. Permittee shall prepare and submit to CDFW a summary, as described in Measure 2.7.7 of this Agreement, of nesting species

identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

- 4.3 Pre-activity Survey Results. Permittee shall submit to CDFW for review, the results of the pre-activity surveys conducted by the Designated Biologist(s) and any measures proposed to ensure complete avoidance of any special-status species, if identified during the surveys. Results of the surveys shall be submitted to CDFW in writing **before commencement of project activities**. The report shall include the following information: a list of all nesting bird(s) and/or special-status species observed; a description of habitat and refugia (e.g., potential burrows, nests, dens, etc.) potentially supporting the nesting bird(s) and/or special-status species; the location(s) of each observation; methods proposed to demarcate/delineate those locations and any associated buffers/avoidance areas; and any other avoidance or minimization measure proposed to be implemented.
- 4.4 Post-Activity Report. Permittee shall provide a brief post-activity report summarizing the results of the pre-activity sweep and any site- or species-specific avoidance and minimization measures implemented during the project within fourteen (14) days of project completion. The post-activity report shall include photos of the project areas, post-project, to document the restoration of the temporary work areas.
- 4.5 Notification to CNDDDB. If any sensitive species (rare, threatened, endangered, candidate, fully protected, species of special concern, etc.) are observed on or in proximity to the project site, or during project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. A copy of this information shall also be mailed or emailed within five working days to CDFW at the address or email listed below under Contact Information. Please reference Notification No. EPIMS-SBR-58314-R6.
- 4.6 Notification of Start of Construction. Permittee shall notify CDFW, in writing, at least five working days prior to initiation of project activities. Notification shall be sent via email to [R6LSAreporting@wildlife.ca.gov](mailto:R6LSAreporting@wildlife.ca.gov) with a cc to [Julia.Charpek@Wildlife.ca.gov](mailto:Julia.Charpek@Wildlife.ca.gov). Please reference Notification No. EPIMS-SBR-58314-R6.

## CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Jeff Kim  
City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
EPIMS-SBR-58314-R6  
Cherry Avenue and Victoria Street Complete Streets Infrastructure Project  
[jkim@fontanaca.gov](mailto:jkim@fontanaca.gov)

To CDFW:

Department of Fish and Wildlife  
Inland Deserts Region  
3602 Inland Empire Blvd., Suite-C220  
Ontario, California 91764  
EPIMS-SBR-58314-R6  
Cherry Avenue and Victoria Street Complete Streets Infrastructure Project  
[R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov)

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited

to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

## **TERM**

This Agreement shall expire on February 1, 2031, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit A: Vicinity Map
- B. Exhibit B: Regional Map
- C. Exhibit C: Project Map
- D. Exhibit B: CDFW Biologist Resume Form, DFW 820

### **AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

### **AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

### **CONCURRENCE**

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

**The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.**

**Exhibit A: Regional Map**



Public Access Right Project#1198\_01/region\_2485851241198\_01/region\_2485851241198\_01\_2\_Region\_Location\_2012\_08\_17.mxd  
 Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Imagery, @COMBES, Esri Japan, METI, Esri China (Hong Kong), Swis Korea, Esri (Thailand), NOAA, (c) OpenStreetMap contributors, and the DB User Community UltraSystems Environmental, Inc., 2012

May 17, 2014

Scale: 1:633,600



0 5 10 Miles

0 5.5 11 Kilometers

**Legend**

- Project Location
- County Boundary

**Cherry Ave and Victoria St  
 RAISE Grant**

Regional Location  
 Figure 1











State of California - Department of Fish and Wildlife  
**BIOLOGIST RESUME**  
 DFW 820 (NEW 07/21/22) Page 2 of 7

Project Name: [Click or tap here to enter text.](#)  
 LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

SECTION I. NAME AND CONTACT INFORMATION	
Name:	Title:
Company Name & Address:	
Phone:	Email:

SECTION II. EDUCATION
College/University & Degree Type Related to Natural Resource Science:
Other Relevant Workshops & Training:

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS
Requested Role(s):
Relevant LSA Agreement Measures or ITP Conditions <sup>2</sup> :

SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY			
<i>This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.<sup>3</sup> If more space is needed, add rows to this table. Provide details in Section V.</i>			
Species or Resource	Number of Field Seasons & Hours, Life Stages Observed Provide project details in Section 5	Life History Knowledge Describe formal workshops & training with dates, or informal training details	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

<sup>2</sup> List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

<sup>3</sup> Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.



State of California - Department of Fish and Wildlife  
**BIOLOGIST RESUME**  
 DFW 820 (NEW 07/21/22) Page 3 of 7

Project Name: [Click or tap here to enter text.](#)

LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

<b>SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS</b>	
<i>This section details experience from the <u>three</u> most recent and relevant projects for each species and resource identified in Section IV. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).</i>	
<b>SPECIES OR RESOURCE 1:</b>	
<b>Project 1 Name &amp; Location:</b>	
<b>Project Start Date:</b>	<b>Project End Date:</b>
<b>LSA Agreement, ITP, or Other Agency Permit Number:</b>	
<b>Role(s)<sup>4</sup>:</b>	
<b>Survey Type(s)<sup>5</sup>:</b>	
<b>Construction Monitoring<sup>6</sup></b> Days: Activities:	
<b>Species Life Stages Observed &amp; Handled, Number of Each</b>  Life Stage: Number Observed: Number Handled: Reported to CNDDDB <sup>7</sup> (Y/N):	<b>Company Name, Professional Reference Name, Phone, Email:</b>
<b>If <u>not</u> reported to CNDDDB, why:</b>	
<b>CDFW and Other Agency Email:</b>	
<b>Project 2 Name &amp; Location:</b>	
<b>Project Start Date:</b>	<b>Project End Date:</b>
<b>LSA Agreement, ITP, or Other Agency Permit Number:</b>	
<b>Role(s):</b>	
<b>Survey Type(s):</b>	
<b>Construction Monitoring:</b> Days: Activities:	
<b>Species Life Stages Observed &amp; Handled, Number of Each</b>  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	<b>Company Name, Professional Reference Name, Phone, Email:</b>

<sup>4</sup> Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

<sup>5</sup> For example, pre-construction survey or description of the protocol or guideline followed.

<sup>6</sup> Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

<sup>7</sup> CNDDDB is the abbreviation for California Natural Diversity Database.



Project Name: [Click or tap here to enter text.](#)  
 LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Additional Information:	
SPECIES OR RESOURCE 2:	
Project 1 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	



Project Name: [Click or tap here to enter text.](#)  
 LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

<b>Project 2 Name &amp; Location:</b>	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
<b>Project 3 Name &amp; Location:</b>	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
Construction Monitoring Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
<b>SPECIES OR RESOURCE 3:</b>	
<b>Project 1 Name &amp; Location:</b>	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	



State of California - Department of Fish and Wildlife  
**BIOLOGIST RESUME**  
 DFW 820 (NEW 07/21/22) Page 6 of 7

Project Name: [Click or tap here to enter text.](#)  
 LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

Role(s):	
Survey Type(s):	
<b>Construction Monitoring</b> Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 2 Name & Location:	
Project Start Date:	End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
<b>Construction Monitoring</b> Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDDB, why:	
CDFW and Other Agency Email:	
Project 3 Name & Location:	
Project Start Date:	Project End Date:
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	
<b>Construction Monitoring:</b>	



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**BIOLOGIST RESUME**  
DFW 820 (NEW 07/21/22) Page 7 of 7

Project Name: [Click or tap here to enter text.](#)

LSA Agreement/ITP Number(s): [Click or tap here to enter text.](#)

Days: Activities:	
Species Life Stages Observed & Handled, Number of Each  Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	

**Soquel Canyon Mitigation Bank**

Estimate

March 5, 2026

**Prepared for:** Allison Carver

UltraSystems Environmental  
16431 Scientific Way  
Irvine, CA 92618

**Project:** Cherry Avenue and Victoria Street Complete Streets Infrastructure Project

**Mitigation Requested:**

1.20 acres ephemeral riparian enhancement

**Proposed Credits and Price Quote:**

<b>Credit Type</b>	<b>Acreage</b>
1600 Ephemeral Riparian Enhancement	1.20
<b>Total Acres</b>	<b>1.20</b>
<b>Total Cost</b>	<b>\$475,000</b>

The cost(s) presented in this quote are valid for 30 days; any change to the quantity or type of credits required may change the cost.

Please be advised that credit availability is not guaranteed until a deposit is made.

Land Veritas welcomes the opportunity to match or beat any other offers of comparable mitigation value.

Please contact Land Veritas with questions or to secure credits.

[bankmanager@landveritas.com](mailto:bankmanager@landveritas.com) | 877.445.8699



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0884

**Agenda #:** N.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

Housing

**SUBJECT:**

Prohousing Incentive Program Resolution Authorizing Submittal of Application and Other Grant Related Documents

**RECOMMENDATION:**

1. Adopt **Resolution No. 2026-018**, a resolution of the City Council of the City of Fontana authorizing application for, and receipt of, up to the eligible award amount of \$1,250,000 of Prohousing Incentive Program Funds.
2. Authorize the City Manager, or City Manager's designee, to enter into and transmit any documents necessary or appropriate to ensure the City's timely submission of the Prohousing Incentive Program application.

**COUNCIL GOALS:**

- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

**DISCUSSION:**

On December 15, 2022, the State Department of Housing and Community Development (HCD) announced that the City of Fontana was one of the seven cities statewide awarded the Prohousing Designation. This designation recognizes Fontana for its commitment to policies and practices in removing barriers to housing production. Concurrent with the designation announcement, HCD launched the new Prohousing Incentive (PIP) grant program. The grant program is open only to jurisdictions which hold the Prohousing Designation. According to the program guidelines, Fontana is eligible for up to the eligible award amount of \$1,250,000 in funding and the application is due by March 31, 2026.

The PIP program requires City Council authorization to submit the application and funds are awarded on a first-come first-serve basis. If Fontana is awarded, the funds will be used for the development of housing and associated programs. As a result, Staff recommends the City Council Adopt **Resolution No. 2026-018**, a resolution of the City Council of the City of Fontana Authorizing staff to submit an application for Prohousing Incentive Program (PIP) Award.

The Prohousing Incentive Program (PIP), is funded through Chapter 364, Statutes of 2017 (SB2,

Atkins), which established the Building Homes and Jobs Trust Fund. Five percent of annual collections are deposited in a fund to be used for an incentive program. The PIP program awards funds based on jurisdiction size and Prohousing Designation Program score. The program awards funds based on the eligible applicant's Prohousing Designation Program Score. This round of program funding provides awards for eligible applicants to use towards planning and implementation activities related to housing and community development.

**FISCAL IMPACT:**

If awarded by the state, and approved by the City Council, the City will receive up to the eligible award amount of \$1,250,000 in grant funds and the applicable revenue and expenditure budgets will be included in the next quarterly budget report.

**MOTION:**

Approve Staff Recommendation

**RESOLUTION NO. 2026-018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PROGRAM FUNDS.**

**WHEREAS**, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or “PIP”); and

**WHEREAS**, the City Council of The City of Fontana desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

**WHEREAS**, the Department has issued Guidelines and Application on September 30, 2025 in the amount of up to the eligible award funds of \$1,250,000 for PIP;

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

**Section 1.** The City Manager is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed up to the eligible award funds of \$1,250,000;

**Section 2.** In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Fontana is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of up to the eligible award funds of \$1,250,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

**Section 3.** The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

**APPROVED, AND ADOPTED** this 24<sup>th</sup> day of March, 2026.

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

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

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council of the City of Fontana, do hereby certify that the foregoing Resolution is the actual Resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 24<sup>th</sup> day of March, 2026, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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

**ATTEST:**

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



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 26-0886

**Agenda #:** O.

**Agenda Date:** 3/24/2026

**Category:** Consent Calendar

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**FROM:**

City Manager's Office

**SUBJECT:**

Increase for Fontana Experience Network (FXN Studio) for Design, Build and Installation.

**RECOMMENDATION:**

Approve and authorize City Manager to increase the purchase order with Devlin Design Group for Studio Design and installation in the amount of \$54,285.00 for a total amount of \$454,188.84 and increase the 10% contingency in the amount of \$5,428.50 for a total amount of \$45,418.88.

**COUNCIL GOALS:**

- Increase citizen involvement by providing the community with information on development projects.

**DISCUSSION:**

Fontana Experience Network (FXN), formerly known as KFON, is the official public channel operated by the City of Fontana, delivering civic programming and live government meetings to residents via cable and online platforms. As part of the City's broader modernizations efforts, FXN is expanding its studio and video production capabilities.

The studio will support live and recorded government programming, including public meetings, interviews, community updates, and special programming. Additionally, the project will include the design and installation of a control room, video editing suite, voice-over room, podcast set up, lifestyle talk show set up, and a green screen setup for high quality production value across a variety of formats. The control room will serve as the central hub for managing audio and video feeds.

Following the City Council's award of the agreements with TV Pro Gear and Devlin Design Group in November 2025 for design, installation, and integration services, staff initiated the detailed design and planning phase for the FXN studio expansion. During this phase, the project team conducted a comprehensive evaluation of the existing studio space, including structural, electrical, and lighting infrastructure.

Through this evaluation, it was determined that the existing lighting grid and electrical configuration within the studio space are insufficient to support the technical requirements of the upgraded production facility. The originally installed grid and power distribution system were designed for a much smaller-scale production environment and do not provide the load capacity, and flexibility requirements necessary for modern broadcast lighting systems and studio equipment.

To ensure the studio can support the expanded programming capabilities envisioned for the Fontana

Experience Network, the lighting grid and associated electrical infrastructure will require retrofitting. The retrofit will include structural reinforcement of the lighting grid, installation of updated rigging points, and upgrades to the electrical distribution system to accommodate professional studio lighting fixtures, dimming systems, and associated production equipment.

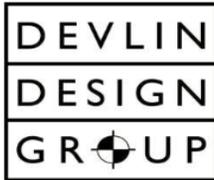
These improvements are necessary to safely support the lighting systems required for the green screen studio, lifestyle talk show set, interview set, and other multi-format production environments planned for the FXN studio. Without these upgrades, the studio would not be able to fully utilize the equipment being installed as part of the modernization project.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is \$60,000 and it's not included in the FY25/26 Operating Budget. Funds will be requested at third quarter from Fund #105 KFON - PEG Channel Fund Balance as part of third quarter budget review.

**MOTION:**

Staff recommends approval.



**DEVLIN DESIGN GROUP, LLC**

Box 460066  
 Denver, CO 80246  
 Phone: (970) 349-5836

**Change Order 03**

<b>Client</b>		<b>Date:</b>	3/12/26
<b>Company:</b>	City of Fontana (FXN Studio)	<b>Change Order:</b>	# 03
<b>Contact:</b>	Albert Sida	<b>Rep:</b>	KD/KC
<b>Address:</b>	17001 Upland Avenue	<b>FOB:</b>	Fontana
<b>City:</b>	Fontana <b>State:</b> CA <b>Zip:</b> 92335		
<b>Phone:</b>			

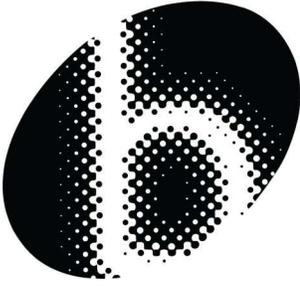
Qty	Description	Unit Price	Total
1	Per attached Quotation # 26067.1 for the Lighting Grid scope of work addition for DDG	\$48,105.00	\$48,105.00
1	Requested Project Scope Addition by FXN: Rosco Green Screen Vinyl flooring with Tape Adhesion	\$3,360.00	\$3,360.00
1	Storage of Scenic Set Elements for two months (March & April - \$960.00 per month). Project rescheduling requested, due to DDG being notified that the studio will not be ready for set installation as originally proposed.	\$1,920.00	\$1,920.00
1	Additional Services- Revision to Project Schedule and Vendor Coordination	\$950.00	\$950.00
1	Adminstrative Fee	\$150.00	\$150.00

*TERMS: Prepaid, upon receipt of invoice. This becomes part of and in conformance with the existing Contract.*

<b>Subtotal:</b>	<b>\$54,485.00</b>
<b>Shipping and Handling:</b>	<b>\$0.00</b>
<b>Taxes:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$54,485.00</b>
<b>Previous Contract Amount:</b>	\$416,120.34
<b>Revised Contract Amount:</b>	<b>\$470,605.34</b>

**WE AGREE hereby to make the change(s) specified above at this price.**  
**PRINT, SIGN and SEND SCANNED COPY by return email. Then send original via U.S. Mail**

<p><b>Date of Acceptance:</b> _____</p> <p><b>Signature:</b> _____  <i>(Authorized Representative)</i></p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p>	<p>ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.</p>
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# Brightline LP

580 Mayer Street, Bldg #9  
Bridgeville, PA 15017 USA

Phone: 412-206-0106  
Fax: 412-206-0146  
Fed ID: 23-2934977

## Quote No: 26067.1

Tuesday, February 24, 2026

Page: 1

Attention: Kevin Colborne

Payment Terms: **ADVANCE PAYMENT**

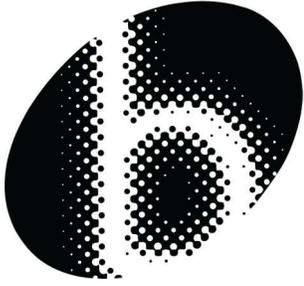
### Devlin Design Group

945 S Birch Street  
PO Box 460066  
Denver, CO 80246  
Phone: (970) 349-5836  
Fax: (866) 770-6382

Salesperson: HOUSE-SC

Job Description: City of Fontana Part 2

Line: <b>1</b>	Part ID: <b>ELECTRICAL GRIP KIT</b>		
	Electrical Grip Kit Expanded Grip Kit to Include 19' Atlantic Rack		
	<i>Quantity U/M</i>	<i>Unit Price</i>	<i>Total Price</i>
	1.0 EA	3,670.00	\$3,670.00
Line: <b>2</b>	Part ID: <b>(PROJECT SERVICES)</b>		
	Design and Engineering Services		
	<i>Quantity U/M</i>	<i>Unit Price</i>	<i>Total Price</i>
	1.0 EA	19,400.00	\$19,400.00
Line: <b>3</b>	Part ID: <b>(INSTALLATION)</b>		
	Installation Services		
	Installation of: -wire ways -lighting fixtures -cable pull back to rack room, -AV/720 and controls 2 people on site for 5 days, Travel Expenses Included		
	<i>Quantity U/M</i>	<i>Unit Price</i>	<i>Total Price</i>
	1.0 EA	23,300.00	\$23,300.00
Line: <b>4</b>	Part ID: <b>(FREIGHT)</b>		
	Freight Charges		
	<i>Quantity U/M</i>	<i>Unit Price</i>	<i>Total Price</i>
	1.0 EA	1,735.00	\$1,735.00



## Brightline LP

580 Mayer Street, Bldg #9  
Bridgeville, PA 15017 USA

Phone: 412-206-0106  
Fax: 412-206-0146  
Fed ID: 23-2934977

**Quote No: 26067.1**  
**Tuesday, February 24, 2026**

Page: 2

Prices are Valid Until Thursday, March 26, 2026

**Please note: Your shipment date is an estimate based on vendor commitments of multiple parts, and is subject to change. Brightline makes its best effort to meet shipment dates, but unprecedented supply chain delays may affect that ability.**

1. This quotation is per Brightline's interpretation of information provided to us and has been specified as a system. Items not listed are by others or are additional. We are not responsible for any technical issues that may result from component substitution.
2. At Brightline, we build to order and QC test a system when appropriate.
3. Pricing does not include taxes, freight charges, or export fees. Freight terms are Prepay, Add & Handling from Brightline in Bridgeville, PA, USA. Outdoor delivery is standard; indoor deliveries are available upon request for an additional fee.
4. Pricing is in US Dollars and Subject to Change.

Thank You!

**Quote Total: \$48,105.00**



# City of Fontana

8437 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 26-0885  
**Agenda #:** A.

**Agenda Date:** 3/24/2026  
**Category:** Public Hearing

**FROM:**  
Finance

**SUBJECT:**  
Quarterly Lien Action for Delinquent Sewer and Solid Waste Accounts

**RECOMMENDATION:**

1. Authorize staff to complete and record lien against real property for those sewer accounts sixty days or more delinquent and solid waste accounts more than ninety days delinquent as described in attached resolutions and written reports and to direct staff to file for the recording of liens for such properties.
2. Adopt **Resolution No. 2026-019**, of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

**COUNCIL GOALS:**

- To operate in a businesslike manner by becoming more service oriented.
- To practice sound fiscal management by developing long-term funding and debt management plans.
- To improve public safety by increasing operational efficiency, visibility, and availability.

**DISCUSSION:**

Public Hearings on proposed liens are scheduled quarterly to allow for timely collections and recording of indebtedness. The lien process protects revenues due to the City which would have otherwise been subject to loss through skipped accounts or property transfers.

The proposed written reports (for sewer and solid waste) are on file with the City Clerk. Each property owner has had notification provided as required by state law regarding the public hearing and intent to record the lien amount, as well as regular billing notification and legal advertisement as required by City Code.

The lists recommended for adoption contain the following;

Type of Account	Number of Properties	Current Lien Amount	Receivables Protected to Date

Sewer	180	\$80,345.38	\$4,809,218.09
Solid Waste*	81	\$38,452.15	\$9,695,591.35

\*Collections are payable to Burrtec Waste and should be made directly to them.

*Numbers subject to change if payments are collected*

An administrative fee will be included to offset the City's costs to record the lien, as well as the County fee associated with release of the lien to ensure that property titles are cleared once payment has been made. All properties with unpaid liens as of July 1st will be subject to having the remaining amounts placed on the property tax rolls for collection through separate City Council action.

**FISCAL IMPACT:**

The approval of this item will result in liens totaling approximately \$118,798 being recorded with the San Bernardino County Recorder's Office and other applicable County offices. These recorded liens will remain in effect until paid and, if still unpaid, will be included in the City's next annual process to place delinquent charges on the County property tax roll for collection. This action will help prevent increases in customer charges due to uncollectible accounts. The Sewer lien list receivable amount has been included as revenue in the Sewer Operations Maintenance Fund for current and prior budget periods. Recording the solid waste liens strengthens Fontana solid waste's ability to collect, thereby increasing the amount generated by the 12% franchise fee remitted to the City.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2026-019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE COLLECTION OF CERTAIN ANNUAL WASTEWATER AND SOLID WASTE SERVICE CHARGES, INCLUDING DELINQUENT CHARGES FOR EACH SERVICE, TO BE COLLECTED ON THE SAN BERNARDINO COUNTY ANNUAL PROPERTY TAX ROLL, DETERMINING THAT CURRENT DELINQUENT CHARGES CONSTITUTE A LIEN UPON PROPERTY, AND MAKING CERTAIN FINDINGS AND TAKING OTHER ACTIONS RELATED THERETO**

**WHEREAS**, the City of Fontana (the “City”) City Council (the “City Council”) has by prior resolutions established rates and charges for the provision of sewer and wastewater services (the “Wastewater Charges”) and solid waste collection services (the “Solid Waste Charges”) (collectively, the Wastewater Charges and Solid Waste Charges are the “Charges”); and

**WHEREAS**, pursuant to section 5473 *et seq.* of the Health and Safety Code, the City may collect the Charges, including delinquent Charges, on the San Bernardino County (the “County”) annual property tax roll in the same manner, at the same time as, together and not separately from, its general taxes; and

**WHEREAS**, pursuant to section 5473 of the Health and Safety Code, the City Council desires to authorize the collection of the Charges for both the wastewater and solid waste services on the tax roll; and

**WHEREAS**, the City Council further desires to authorize the collection of any delinquent Charges for both the wastewater and solid waste services on the tax roll pursuant to Health and Safety Code, section 5473a, and further desires at this time to record a lien against parcels of property currently delinquent with said wastewater and solid waste service Charges and has caused to be prepared a written report for each Charge (each a “Written Report”), copies of which are attached hereto as Exhibit “A” and Exhibit “B” and by this reference incorporated herein, to be prepared and filed with the City Clerk containing the description of each real property parcel which has delinquent Charges outstanding and the amount of the Wastewater Charges and Solid Waste Charges thereon; and

**WHEREAS**, the City Clerk caused a notice of the filing of the Written Reports and of the time and place of the public hearing thereon to be published in a newspaper of general circulation all in accordance with section 5473.1 of the Health and Safety; and

**WHEREAS**, the City has also provided written notice to each parcel of property subject to the lien for delinquent Charges pursuant to section 5473.1; and

**WHEREAS**, at the time stated in the notice being the 24<sup>th</sup> day of March 2026, at 2:00 p.m., the City Council conducted the public hearing on the Written Reports and heard and considered all objections or protests thereto, and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels of real property described in the Written Reports for any delinquent Charges; and

**WHEREAS**, approval of this Resolution shall authorize the collection of Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges on the County property tax rolls each year and shall constitute a lien against the parcel or parcels of land in accordance with section 5473 *et seq.* of the Health and Safety Code; and

**WHEREAS**, approval of this Resolution shall also constitute a lien against the delinquent parcels of land included in the attached Written Reports in accordance with section 5473 *et seq.* of the Health and Safety Code.

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

**Section 1.** Recitals. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Authorization. The City Council hereby authorizes the collection of the Wastewater Charges and Solid Waste Charges in the future on the County property tax roll, including any delinquent Wastewater Charges and Solid Waste Charges, to be imposed thereon, and this Resolution has been adopted by at least two-thirds of the members of the City Council.

**Section 3.** Written Report Approval. The Written Reports filed with the City Clerk contain the description of each real property parcel which is currently delinquent in the payment of the Wastewater Charges and Solid Waste Charges and the Written Reports are therefore approved and adopted.

**Section 4.** County Recorder's Office. The City Clerk, or designee thereof, is hereby directed to file for record with the County Recorder's Office a copy of the Written Reports, with a statement endorsed thereon over his or her signature that the Written Reports have been fully adopted by the City Council, together with a certified copy of this Resolution, and shall request that they be recorded as a lien against the parcels contained therein.

**Section 5.** County Tax Roll. The Wastewater Charges and Solid Waste Charges, including any delinquent Wastewater Charges and Solid Waste Charges, shall be forwarded to the County Tax Collector for collection on the County Property tax roll in the same manner, by the same person, at the same time, together with and not separate from the general taxes, against the property to which they relate, and shall constitute liens on the property in the amount of the Charges, including any delinquent

Charges, to be added to the tax bill next levied against each property.

**Section 6.** Future Proceedings. The City Council shall comply with section 5473 *et seq.* and cause to be prepared the written report each year the Charges are to be enrolled on the property tax roll pursuant to section 5473 and 5473a of the Health and Safety Code, and the City Clerk shall cause a notice of public hearing pursuant to section 5473.1 of said code each year in compliance with the Health and Safety Code.

**Section 7.** CEQA. This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the lead agency, determined that the resolution is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

**Section 8.** Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

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

**APPROVED AND ADOPTED** this 24<sup>th</sup> day of March 2026.

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

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City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 24<sup>th</sup> day of March 2026, by the following vote to wit:

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

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

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

**ATTEST:**

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

**EXHIBIT "A"**  
**WRITTEN REPORT OF ASSESSOR'S PARCELS**  
**DELINQUENT WASTEWATER SERVICE CHARGES**

[Report Attached on Following Pages]

Parcel	Name	Service Address	Balance Due
019225110	Siddiqi, Sajid	17525 Arrow	89.60
025422140	PCW PROPERTIES, LLC.	16940 Slover	2,521.44
022790142	Baumel Living Trust	13518 Baseline	689.92
019217107	Ustrell, Sandro	8855 Sierra	223.16
019105122	Garcia Jr., Jose	16379 Foothill	313.60
023809183	Yates Commerce Assoc	10721 Business	351.90
019018214	Holy Spirit Power Ministries	7863 Sierra	197.12
23708102	Rb Venture Ii, Llc	10560 Elm	500.00
023809175	Ayres, Richard	10720 Mulberry	293.06
023522153	Sunrise Ford	16005 Valley	1,540.28
023809165	Columbia Ca Com Ind	10746 Commerce	551.12
019410104	Meichuang LLC Fuqiang, Liu	9461 Sierra	98.56
019122102	Shalabi Enterprises Trujillo, Rene Rafael & Alma Delia	16454 Merrill	98.56
19012169	REV	16580 Foothill	131.94
019127406	Aguilera, Samuel K	8561 Nuevo	98.56
019316131	Amarikwa, Linus	9176 Sierra	98.56
019212113	Luong, Tho Phuco	17460 Arrow	89.60
019222137	Serrano, Daniel	17345 Arrow	98.56
019409101	Ibrahim, Ibrahim M	9399 Sierra	223.16
019401125	Diab, Wael	8933 Sierra	295.68
019225209	Hch Investments Llc	17695 Arrow	98.56
019130332	Padilla, Marin MARIA ONG 16818-16820 VALLEY	8836 Sierra	787.64
019130319	REV LIV TR	8832 Sierra	98.56
019201106	Rupar, Gary	8171 Sierra	223.16
019214138	Reddy, Mallu Campos, Ruth	8560 Wheeler	223.16
019127307	Vasili Trust Ivan & Iva	16803 Arrow	591.36
019032133	Labra Investments LLC	17670 Foothill	411.32
19116206	Lancet Contracting Inc	16786 Arrow	223.16
019116206	Lancet Contracting Inc	16784 Arrow	223.16
019128414	JVP ASSOCIATES, LLC	8620 Sierra	313.60
019217104	Labra Investment LLC Mizysak, Dorothy CRULL, DAN &	8885 Sierra	599.48
019101117	MARY FAMILY TR	16235 Foothill	411.32
019201105	Rupar, Gary	8181 Sierra	411.32
019215215	Lalalama, Victor	8601 Wheeler	89.60
019130329	Southland Auto Insurance Services	16870 Merrill	313.60
019016201	Mazem, Alami	16790 Foothill	89.60
019428211	Porter, Jennifer L. Dawes, Jason C.	9465 Palo Verde	158.60

	Mizysak, Dorothy Crull, Dan & Mary		
019102205	Family Tr	16111 Ivy	432.47
019315151	Golden Properties Inc	9008 Sierra	223.16
019401120	Diab, Wael	8983 Sierra	724.92
019223336	Andrade, Barbara	17475 Orange	126.18
025107339	c/o Janet Ray Cayon, Michael	16894 Valley	179.20
019333211	Citrus Villa Retirmt	9448 Citrus	580.98
025107309	ZDAS LLC	16718 Valley	89.60
019330119	Piazza Apartments	9971 Juniper	3,785.40
023515209	Singh, Sukhdir	15944 Valley	89.60
019412119	RCS PROPERTY LLC Salhab, Rene	9699 Sierra	98.56
	Wolfpack USA LLC C/O Sean & Kasie		
023713118	Wolter	10975 Hemlock	281.33
025107338	Valle Nuevo Llc	16780 Valley	2,104.76
019213343	Crouch, Allen G.	17690 Arrow	411.32
	TA INLAND EMPIRE SMALL BAY	14570 Meyer	
111014105	INDUST PORTF	Canyon	234.60
019002231	Meza Delgado, Jonathan	7874 Lemon	198.25
019347223	Richardson, Bryan	16340 Windcrest	126.36
019355413	Romero, Victor	15413 Daybreak	126.36
	Fontana Southridge Partners C/O		
23720125	Alberto Hamui	11673 Cherry	1,540.28
019361406	Morales, Maria	15724 Firethorn	126.36
019360611	Clark, Brian	15661 Snowdan	126.36
019360478	Ireifej, Ayed	11467 Aberdeen	205.66
019225117	17577 Arrow Blvd Llc	17577 Arrow	179.20
019214102	Thomas, Nick	8585 Sierra	89.60
019032133	Labra Investments LLC	17696 Foothill	197.12
019130315	Arrowcraft 840 Sbst Llc	8806 Sierra	89.60
019130129	Rhie Property Llc	16724 Merrill	98.56
019130317	ONG, MARIE C/O MARIA ONG	8818 Sierra	295.68
019016204	Hightech Floor Covering Inc	16756 Foothill	223.16
019222138	Happyland Equity Llc	17487 Arrow	591.36
019316103	Guerra Norma	9146 Sierra	115.64
019410101	Facundo, Fuentes	9491 Sierra	223.16
19123130	Albright, William	16581 Arrow	133.56
019403234	Sierra Fontana99 LLC	9255 Sierra	98.56
	9885 Sierra Ave LLC RMR Desert		
019444201	Props LLC	9885 Sierra	185.33
019432113	Lynne S Bassej Trust	10161 Sierra	185.33
019444184	Marygold Condo.	16970 Marygold	5,864.51
019125125	Zabolotskikh, Alexey	16565 Orange	2,006.20
019218211	Sorour, Sam Soroor, Hany	17185 Arrow	197.12
023714113	Ortega Family Survivor's Tr	11001 Beech	133.56

019359104	Escobar, David	11412 Citrus Glen	174.00
23720125	Fontana Southridge Partners LP	11647 Cherry	2,464.00
019362254	Ruiz Trust 4/11/2016	11448 Hideaway	174.00
019353218	Arevalo, Teresa	15671 Willow	174.00
023651213	Carrizales, Erika	11324 Homewood	163.09
019354233	Hernandez, Paul G	15424 Martos	139.00
019362214	Flores, Denise	16239 Valleyvale	126.36
019127423	Molina, Pedro	8550 Sierra	223.16
025128113	Reyes, Jorge	9760 Palmetto	139.00
19032137	Loth, David	17500 Foothill	985.60
019353204	Martinez, Mark	15656 Willow	126.36
019360533	Allen, Arthur	11464 Aberdeen	300.36
025111109	Mizysak, Henry	10042 Palmetto	139.00
019218210	Sorour, Sam Soroor, Hany	17165 Arrow	98.56
023809143	Mira Loma Ventures Llc	13050 Santa Ana	258.06
019124103	Ehrman, Marc Rosenblum, Jerry A & Cheryl	8608 Juniper	223.16
019201127	Revocable Tr 8 Miller LLC Natus Sports &	8137 Sierra	141.88
111001114	Recreation Inc Andrade, Cristian Andrade,	14500 Miller	387.09
019130229	Jacqueline	16806 Merrill	98.56
019128415	Joyeria Lupita Inc	8624 Sierra	89.60
019201112	Hernandez, Raquel	17015 Foothill	411.32
019231101	Melia Holdings LLC	17509 Foothill	492.80
019311134	Cardenas, Junior CARDENAS, COSME	16629 Merrill	197.12
023708112	Ohana-ohai Llc	15305 Manila	258.06
023811144	Bka Properties Llc	13611 Santa Ana	586.50
025111126	Aldana, Robert	17270 Valley	150.33
110726147	G & I XI FALCON RIDGE LP	15218 Summit	169.40
019104131	Lang, Thomas	16178 Arrow	133.56
019213312	Guzman, Tina	17602 Arrow	197.12
019402324	Guzman, Jose T	9057 Sierra	197.12
019215125	3d Chemical & Equipment Inc	8676 Wheeler	89.60
019214106	Rodriguez, Alicia	8551 Sierra	89.60
024604216	Brito Cousin Inc Rexford Industrial- 106** Mulberry	18080 Arrow	1,414.84
023809173	LLC Tahmassebi, Alireza SEBI LAW	10660 Mulberry	469.20
019012108	GROUP A P C	16602 Foothill	89.60
025506128	Francisco Street L P	10545 Production	463.08
110726153	G & I XI FALCON RIDGE LP	15310 Summit	259.00
025527117	Fontana Crossings	10557 Juniper	2,104.76
019028232	Shawna Enterprises Inc	17312 Foothill	197.12

	8871 Sierra Ave Trust Francisco &		
019217105	Noemi Perez	8871 Sierra	89.60
023713119	Columbia Ca Santa Ana Ind Llc	15101 Santa Ana	551.12
110069111	Kurschner, Thomas	7460 Cherry	2,488.77
110069110	LLC, SHRISHA	7470 Cherry	537.60
019438154	Sierra Crossroads li, Llc	11117 Sierra	888.76
023618122	1905 Dennison St LLC	11060 Cherry	197.12
111014108	Redwood Family Trust	7980 Redwood	175.76
025115124	Harsimran - Inc	16120 Slover	411.32
019217106	A & S Prof Real Estate Llc	8867 Sierra	98.56
110012155	ZUHA INVESTMENTS LLC	8048 Cherry	98.56
111014122	Perez Angel & Bertha Rev Fam Tr	14674 Foothill	89.60
024003132	Bethel Ame Church Of Fontana	16262 Baseline	237.90
024601161	Tmic Group Inc	17725 Foothill	1,163.96
023605230	Trotter, Ronald	14540 Slover	98.56
025125157	Tsehridis, Stavros	16491 Valley	232.12
023205143	Sultana Avenue Llc	8375 Sultana	175.76
110009106	Water Of Life Comm Church	7671 East	1,168.99
023718112	Dct Property Management Llc	15750 Jurupa	394.24
023614122	SCG DP REDWOOD, LLC	10789 Redwood	551.12
019105113	Foothill Blvd Carwash LP	16345 Foothill	716.80
	Sunoaks LLC C/O 1st Commercial	16944 South	
024012143	Realty Group	Highland	1,352.12
025507155	Citrus Avenue Llc	11281 Citrus	232.12
023422128	Harb Ahmad	14675 Valley	411.32
	Gabion Ranch Master c/o Vintage		
111837136	Real Estate	5303 Napa Valley	273.32
023612226	BTC III Fontana Logistics Center	10855 Cherry	411.32
023521113	QR Valley LC LLC	15895 Valley	89.60
023720125	Fontana Southridge Partner	11637 Cherry	98.56
	Rexford Industrial Realty LP Victor		
023424117	Ramirez SVP	10156 Live Oak	117.30
111016110	Patel , Dinesh & Maniben Family	15210 Foothill	89.60
	Gabion Ranch Master Assn. c/o		
111808370	Vintage Real Estate	5601 Montelena	300.65
110081109	Lajada, Alex Ninoi D	7762 Edison	281.33
110081110	LEXIBRAND LLC	7762 Edison	281.33
	Rodriguez, Maria Del Carmen		
110081111	Rodriguez, Claudio	7762 Edison	281.33
	Jet Speed Express LLC C/O Rich		
111922167	Mortensen	6233 Sierra	601.30
		17660 San	
019418322	N, H & Y S	Bernardino	2,464.00
	Valley Boulevard Fontana Holding		
023514106	Group	15762 Valley	98.56

023421130	RIVERSIDE FONTANA LLC BLV II CA 14928 Washington Dr LLC	14387 Valley	645.15
023517117	C/O Jones La Salle Americas	14928 Washington	1,776.91
025112135	Calabasas Property Inc Carwash REDHOOK CAPITAL C/O	10159 Citrus	107.52
019017173	ENTREPRENEUR HIGH SCHOOL	7775 Sierra	941.97
025120309	March Bachli Pinnacle Realty & Holdings LLC c/o	16726 Slover	129.03
023605247	Aman Brar CIVF VI-CA 1W02 LLC C/O Marvin F	14562 Slover	223.16
025114128	Poer and Company Highland Park of Fontana	16288 Boyle	129.03
022826255	Community Assoc	14921 Gallery	98.56
023608149	Duke Realty Calabash LP	13930 Santa Ana	387.09
025117257	Sierra Business Center ILP LC BCIF SIERRA IC LP C/O Marvin F. Poer	16604 Slover	1,020.32
111804101	and Company Boukdis Trust 7/8/87 (Dutch Bros)	5309 Sierra 17010 South	281.33
024012137	C/O Constance E Boukdis, Trustee	Highland	223.16
023514104	158** Valley Boulevard Investors LLC	15894 Valley	281.33
023719142	AVL ENTERPRISES LLC	11053 Catawba	89.60
025112133	Calabasas Property Inc	10189 Citrus	89.60
111844101	Perez, Claudine	5132 Carrant	300.36
111831107	Obinwannec, Clement	5142 Carrant	126.36
111842101	Haliman, Haliman	16572 Botanical	139.00
111844310	Palacio, Jorge Luis	5164 Loquat	126.36
110843121	Li, Zhang	15592 Asana	174.46
111842101	Perez, Ayde	16595 Botanical	139.00
110755208	Pinto, Jack	16042 Esparza	174.46
110755211	Bamishaye, Edwa	16052 Esparza	174.46
023907125	I-15 LOGISTICS LLC	4121 Lytle Creek	1,722.54
023515222	Serrano, Jose L. Serrano, Marta TPG AG EHC III CA 2 LP C/O Essential	15990 Valley	878.77
111840101	Housing Asset Management, LLC	16556 Forest	243.50
111844315	Alvarez, Maria	16485 Shallot	174.00
023610123	Horning, Benjamin	14457 Slover	586.50
111842101	Sepulveda, Carlos	16580 Botanical	126.36
			\$80,345.38

**EXHIBIT "B"**

**WRITTEN REPORT OF ASSESSOR'S PARCELS  
DELINQUENT SOLID WASTE SERVICE CHARGES**

[Report Attached on Following Pages]

<b>Parcel Num</b>	<b>Owner Name</b>	<b>Property Address</b>	<b>Total Due</b>
0190013010000	BRUMELL, CARLTON	7794 Cartilla Ave	255.78
0190121010000	SW410 LLC	16666 Foothill Blvd	352.34
0190163110000	MANZO, ALEJANDRO	16868 Paine St	255.78
0190321330000	LABRA INVESTMENTS LLC	17696 Foothill Blvd	174.27
0191011140000	HNK FONTANA LLC	16205 Foothill Blvd	491.28
0191182360000	PULIDO, VIDAL ANAYA	16269 Ceres Ave	285.78
0191241100000	LOPEZ, DAVID ALVAREZ	16622 Orange Way	690.35
0191241540000	KAA PROPERTIES LP	16623 Valencia Ave	525.26
0191261010000	SHANNAK FAMILY REVOC TR	16522 Merrill Ave	367.52
0191272170000	MERENDA, MARTHA ANN TR	8556 Bennett Ave	548.29
0191282110000	ROBLES, RAUL	8624 Bennett Ave	594.45
0191302290000	ANDRADE, CRISTIAN P	16806 Merrill Ave	174.27
0191303160000	ARROWCRAFT 840SBST LLC	8812 Sierra Ave	263.89
0191303170000	ONG, MARIE 16818 16820 VALLEY	8822 Sierra Ave	158.16
0192011050000	RUPAR, GARY J	8185 Sierra Ave	594.15
0192011060000	RUPAR, GARY J	8171 Sierra Ave	841.38
0192121130000	LUONG & NGUYEN FAMILY TR	17460 Arrow Blvd	971.44
0192133120000	GUZMAN, TINA L	17606 Arrow Blvd	594.15
0192151040000	BLUE HOMES GROUP LLC	8665 Sierra Ave	174.27
0192171030000	LABRA INVESTMENT LLC	8891 Sierra Ave	640.95
0192221380000	HAPPYLAND EQUITY LLC	17487 Arrow Blvd	1361.19
0193051250000	RAMIREZ, ANGEL NERY	16309 Merrill Ave	107.58
0193071230000	RUIZ, MARTIN A	8967 Date St	113.63
0193111040000	ARTEAGA, NORMA LIDIA MIRANDA	8944 Juniper Ave	194.45
0193111340000	CARDENAS, COSME	16629 Merrill Ave	594.15
0193592150000	NAVA, YAMANDU RODRIGUEZ	15930 Peach Tree Ln	96.32
0194011260000	W Y D G, LLC	8909 Sierra Ave	1085.64
0194431420000	PAN PACIFIC MILLENNIUM INC	9098 Alder Ave	142.89
0194451130000	MIRLAN LP	17095 Valley Blvd	507.78
0226743050000	WILCZEK, JAYVELYN A	4811 Swallowtail Ln	189.02
0228193270000	WEI, GONGHANG	7019 Aloe Ln	209.65
0230051400000	CHERRY VILLAGE INLAND LLC	8180 Cherry Ave	255.78
0230051420000	CHERRY VILLAGE INLAND LLC	8160 Cherry Ave	255.78
0232081440000	SANCHEZ REVOCABLE LIVING TR	8196 Catawba Ave	255.78
0232191150000	TREJO, MARTIN	16045 Dorsey Ave	841.38
0234221230000	RLF II WEST LLC	14589 Valley Blvd	748.05
0235072070000	PRIME POINT PROPERTY CORP	15244 Valley Blvd	466.48
0235111050000	STRANDBERG, DAVID	15376 Valley Blvd	1155.63
0235152090000	SINGH, SUKHBIR	15944 Valley Blvd	594.15
0235161210000	AG-TREP LIVE OAK PROP OWNER	10193 Live Oak Ave	269.35
0236021130000	VO AND LE FAMILY TR	10453 Calabash Ave	197.51

	KOSTON, JEROME D & JERRY ALYNE		
0236061030000	FAM T	14750 Boyle Ave	306.1
0236061050000	CARMELL, PATRICK A LIVING TR	14838 Boyle Ave	594.15
0236071320000	CORTEZ, ENRIQUETA BUCIO REV TR	10546 Calabash Ave	525.82
0236122030000	DORRIZ, MARK M	14643 Aliso Dr	120.6
0236122220000	SALGUERO, SALVADOR	10691 Cherry Ave	174.27
0236151520000	DESCANSANDO PARTNERS LP	11272 Calabash Ave	269.35
0236161250000	AFFORDABLE LOGISTIC INC	11101 Calabash Ave	987.4
0236191010000	CIVF VII-CA4MO2 LLC	10917 Cherry Ave	1335.74
0236201170000	TYRA FAMILY TRUST AGREEMENT	14774 Jurupa Ave	1468.62
0236351660000	LONG, SUON K	11573 Springoak Ct	277.04
0237031100000	PENNINGTON, FRANCI TAYLOR LIV TR	15251 Boyle Ave	748.05
0237052090000	15770 SLOVER AVE LLC	15770 Slover Ave	166.1
0237081170000	MAHARAJ, BISNATH	15355 Manila St	361.96
0237111176000	UNKNOWN OWNER	10863 Catawba Ave	255.78
0237141130000	ART-4 LLC	11001 Beech Ave	1007.73
0239731020000	7-ELEVEN INC	3864 Sierra Ave	861.79
0239803270000	ESPINOZA, LUCINDA	4563 Condor Ave	179.27
0241033010000	WANG, XINGWEI & YE TRUST 04/2021	7687 Toyon Ave	209.65
0243121250000	YASMEH FAMILY LIVING TR 6-18-0	17904 Foothill Blvd	748.05
0246081260000	DIAB, DIAB	18150 Arrow Blvd	1094.55
0246121010000	LIMON FAMILY TRUST 6/23/17	17715 Arrow Blvd	313.29
0249191170000	MI LINDO ZACATECAS REVOCABLE L	8926 Locust Ave	174.62
0251121330000	CALABASAS PROPERTY INC	10189 Citrus Ave	601.38
0251163030000	DUKE REALTY LIMITED PARTNERSHI	10375 Oleander Ave	255.78
0251163040000	DUKE REALTY LIMITED PARTNERSHI	10367 Oleander Ave	255.78
0251163050000	DUKE REALTY LIMITED PARTNERSHI	10349 Oleander Ave	255.78
0251163060000	DUKE REALTY LIMITED PARTNERSHI	16346 Boyle Ave	255.78
0251163090000	DUKE REALTY LIMITED PARTNERSHI	16434 Boyle Ave	255.78
0251163100000	DUKE REALTY LIMITED PARTNERSHI	16464 Boyle Ave	255.78
0251164100000	DUKE REALTY LIMITED PARTNERSHI	16395 Boyle Ave	255.78
0251164120000	DUKE REALTY LIMITED PARTNERSHI	10475 Oleander Ave	255.78
0251164150000	DUKE REALTY LIMITED PARTNERSHI	16345 Boyle Ave	255.78
0251164160000	DUKE REALTY LIMITED PARTNERSHI	16321 Boyle Ave	255.78
0252032330000	ATHSP LLC	17653 Marygold Ave	255.78
0252032370000	ATHSP LLC	9974 Alder Ave	255.78
0255271070000	MGF SERVICES LLC	10557 Juniper Ave	748.05
0255271080000	866 BERRY COURT LLC	10557 Juniper Ave	1577.72
1100762390000	DE MORON, MARIA ELENA GALLEGOS	13372 Gettysburg St	168.99
1108431110000	NUNEZ, EDGAR GERARDO	15520 Asana Way	142.89
1119221590000	FICAROTTA, THOMAS JR (JT-ANGELO)	6183 Sierra Ave	1367.88

**\$ 38,452.15**