City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No. 1984 Reso. No. 2026-008

Tuesday, February 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

Welcome to a meeting of the Fontana City Council.

Welcome to a meeting of the Fontana City Council. Meetings are held at the Steelworkers' 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 Steelworkers' 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, comuniquese 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 Steelworkers' Auditorium. All bags are subject to search. Face masks are prohibited in the Steelworkers' Auditorium, but clear masks will be provided upon request to accommodate individuals with medical needs, ensuring their safety and well-being. Before entering the Steelworkers' 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.

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session

CLOSED SESSION:

A. 1:30 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8) 26-0816
Property: APN's: 1100-111-51-0000, 1100-091-71-0000, 0232-20-113-0000
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Mark Nuami, Water of Life Church
Under Negotiation: Price and Terms of payment

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 Public Works & Engineering 2025 Employees of the year. 26-0814

B. Mayor Warren and City Council to recognize Officer, Mario Martinez and Dispatch Manager Jennifer Schlotterbeck as 2025 Employees of the year. 26-0813

C. Mayor Warren and City Council to recognize Fontana Police Corporal Katie Clark. 26-0815

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 26-0812

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

Attachments: Attachment No. 1- City Council Meeting Minutes 02-10-2026.pdf

B. Adoption of Ordinance No. 1982 (Second Reading), Amending Section 30 Of The City Of Fontana Municipal 26-0817

Code Relating To Emergency Shelter Overlay Development Standards And Operating Regulations And Applying The Overlay On The Property At 11109 Jasmine Street And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections 15060(C), 15378, and 15061(B)3).

Conduct a second reading by title only and adopt **Ordinance No. 1982**, amending Section 30-622 and Division 7 of Article XI of the Fontana Municipal Modifying Development Standards and Operating Regulations for the Emergency Shelter Overlay and applying the Overlay on the Property at 11109 Jasmine Street, pursuant to a Categorical Exemption in Accordance with CEQA Guidelines Sections 15060(C), 15378, and 15061(B)(3) and directing staff to file a Notice of Exemption.

Attachments: Attachment No. 1-Ord 1982.docx

C. Adoption of Ordinance No. 1983 (Second Reading), amending Section 30-467 of the Fontana Municipal Code regarding accessory dwelling units and junior accessory dwelling units to comply with recent changes in State law; and pursuant to a statutory exemption from CEQA Under Section 21080.17 of the Public Resources Code. **26-0818**

Conduct a second reading by title only and adopt, **Ordinance No. 1983**, approving Municipal Code Amendment No. 25-011 to amend Section No. 30-467 of the City of Fontana Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and finding the action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17.

Attachments: Attachment No. 1- Ord 1983.docx

D. Approve Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP) **26-0719**

1. Approve and authorize the City Manager to enter into Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP) in the amount of $154,800.00 for a total contract amount of $360,475.

2. Approve and authorize the City Manager to enter into any future individual Professional Services Agreement Amendments with Kimley-Horn and Associates, Inc., not exceeding $36,000 for the Pickleball Courts at Seville Park Project (DE-24-138-SP).

Attachments: Attachment No. 1- Vicinity Map
Attachment No. 2-Amendment No. 1
Attachment No. 3-Exhibit A Scope and Fee of Services

E. American Rescue Plan Act Expenditure Plan Quarterly Report **26-0763**

Receive and file the American Rescue Plan Act (ARPA) Expenditure Plan quarterly report.

Attachments: Attachment No. 1- .pdf
Attachment No. 2- .pdf

F. Approval of a Purchase Order with Complete Paperless Solutions for the Digitization of Microfiche/Microfilm police reports and photographs. **26-0769**

1. Authorize the Purchasing Department 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 $163,000 for the digitization and conversion of approximately 15,000 microfiche/microfilm police reports and photographs; and

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

Attachments: Attachment No. 1 - Fontana Microfiche Scanning Services Proposal.pdf
Attachment No. 2 - Menifee PSA Complete Paperless Solutions.pdf
Backfile Scanning Police Fiche and Film.pdf

G. Approve the Sole-Source purchase with Motorola Solutions for the upgrade, installation, and service agreement of the License Plate Camera Project. **26-0770**

1. Authorize procurement of the Automated License Plate Reader (ALPR) from Motorola Solutions utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single Source/Sole Source.

2. Approve the purchase of the Motorola Solutions upgrade, installation, and service agreement for the ALPR in the amount of $1,052,673.97.

3. Approve and authorize the City Manager to approve the purchase and agreement with Motorola Solutions and any necessary change orders to complete the project not to exceed 10% of the award amount.

Attachments: Attachment No. 1- QUOTE-3448566-4.pdf
Motorola - LPR.pdf

H. Acceptance of Final Map for Tract No. 20568 **26-0777**

1. Approve the Final Map for Tract No. 20568, located on the east side of Live Oak Avenue and south of Village Drive.
2. Accept dedication of public streets and easements.
3. Accept dedication of Lot A, in fee, for open space, drainage and landscape purposes.
4. Authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

Attachments: Attachment No. 1- TRACT 20568 - VICINITY MAP.pdf
Attachment No. 2- TRACT 20568 - SUBDIVISION IMPROVEMENT AGREEMENT WITH BONDS.pdf
Attachment No. 3- TRACT 20568 - FINAL MAP.pdf

I. Summary Vacation of Excess Right-of-Way Along Old Live Oak Avenue **26-0778**

Adopt **Resolution No. 2026-008**, to summarily vacate excess right-of-way along Old Live Oak Avenue pursuant to an adopted Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (SCH No. 81052210) and direct staff to file a Notice of Determination.

Attachments: Attachment No. 1- Resolution of Summary Vacation.docx
Attachment No. 2- EXHIBIT A & EXHIBIT B.pdf
Attachment No. 3- VICINITY MAP.pdf

J. Approval of Easement and Maintenance Agreement with KB HOME Cal Management Services LLC **26-0789**

Adopt **Resolution No. 2026-009**, approving an easement and maintenance agreement between the City of Fontana and KB HOME Cal Management Services LLC.

Attachments: Attachment No. 1 - Reso 2026-009.docx
Attachment No. 3 - Vicinity Map.pdf

K. Award a Contract for the Jessie Turner Center Indoor Basketball Court Replacement Project (PW-26-105-SB) **26-0797**

Award and Authorize the City Manager to enter into a contract with McWil Sports Surfaces Inc. of Gardena, CA. in the amount of $355,395.00 for the Jessie Turner Center Indoor Basketball Court Replacement and authorize a contingency (10%) in the amount of $35,539.50.

Attachments: Attachment No. 1- Notified Vendors.pdf
Attachment No. 2- McWill Sport Surfaces Bidders Details.pdf
Attachment No. 3- Summary Bid Results - PW-26-105-SB.pdf

L. Award Bid PD-26-49-SP to Winbourne Consulting, Inc. to Provide Consulting Services for Fontana Police CAD/RMS System Selection. **26-0799**

1. Award bid (PD-26-49-SP) and authorize the City Manager, or designee, to execute all related documents and take any actions necessary to carry out the Fontana Police CAD/RMS System Selection.

2. Authorize the Purchasing Department to approve a Purchase Order with Winbourne Consulting, Inc. in the amount of $ 234,550.

Attachments: Attachment No. 1- Winbourne Consulting Inc.pdf

M. Award a Construction Contract for the FY 2025-2026 Citywide Pavement Rehabilitation Project (DE-26-95-SB) **26-0781**

1. Award bid and authorize the City Manager to execute a construction contract with Calmex Engineering, Inc. for the construction of the FY 2025 -2026 Citywide Pavement Rehabilitation Project in the amount of $3,979,068.10, and authorize a 10% contingency in the amount of $397,906.81 (DE-26-95-SB).

2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the FY 2025-2026 Citywide Pavement Rehabilitation Project.

Attachments: Attachment No. 1- Bid Summary.pdf
Attachment No. 2- Bid Results 25-26 Citywide Pavement Rehab.pdf
Attachment No. 3- Hunter's Ridge Central Map 1 Rev.pdf
Attachment No. 4- Hunter's Ridge Central Map 2 Rev.pdf
Attachment No. 5- Hunter's Ridge South Map Rev.pdf
Attachment No. 6- Grid 48 Residential Collectors Map.pdf
Attachment No. 7- Grid 26 Map Rev #2 12.2.25.pdf
Attachment No. 8- Notified Vendors.pdf

N. Award a Professional Services Agreement for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities **26-0819**

1. Award and authorize the City Manager to enter into a Professional Services Agreement with Sally Swanson Architects Inc. for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities the amount of $197,300.00 (Request for Proposals BS-26-61-SP).

2. Approve and Authorize the City Manager to enter into any future

amendments not to exceed 10% contingency in the amount of $19,730.00.

Attachments: Attachment No. 1- Evaluation Summary_BS-26-61-SP_.pdf
Attachment No. 2- Sally Swanson Agreement.pdf

O. Purchase and Sale Agreement for City owned property- 11109 Jasmine Street **26-0826**

1. Adopt **Resolution No. 2026-010**, approving the Purchase and Sale Agreement with the County of San Bernardino, for city owned land located at 11109 Jasmine Street more specifically described as APN 0238-111-53.

2. Approve and Authorize the City Manager, or City Manager's designee, to enter into any required documents, including non-material amendments to the Purchase and Sale Agreement, required to effectuate said approvals and/or agreement.

Attachments: Attachment No. 1- Navigation center Resolution Shelter Acquisition Agreements-c1.docx
Attachment No. 2- CON-RESD-CDH-PSA City of Fontana Navigator-c1.docx

P. San Bernardino Council of Governments (SBCOG) Membership Dues **26-0834**

Approve Fiscal Year 2025/2026 General Assessment Membership Dues and all future SBCOG dues according to the JPA Agreement.

Attachments: Attachment No. 1- FY2025-26 GA DUES - Fontana 26-08.pdf

NEW BUSINESS:

A. New Business

A. Fiscal Year 2025-26 Midyear Budget Status Report **26-0793**

1. Approve the recommended Fiscal Year 2025-26 Midyear Budget and Fund Balance adjustments and organizational changes.

2. Adopt **Resolution No. 2026-011**, of the City Council of the City of Fontana, California, approving the updated salary table for the Teamsters Local 1932, City Hall Unit.

Attachments: Attachment No. 1- Reso 2026-011.pdf
Attachment No. 2- Fiscal Year 2025-26 Midyear Budget Status Report - CITY.pdf

B. Ordinance of the City Council of the City of Fontana, California Rescinding and Replacing Articles I Through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal **26-0810**

Waive full reading and introduce for first reading by title only **Ordinance No. 1984**, Ordinance of the City Council of the City of Fontana, California rescinding and replacing Articles I through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal.

Attachments: Attachment No. 1- Ordinance - Articles I through VIII of Chapter 23 FMC Sewers and Sewage Disposal.docx
Attachment No. 2- Revised Chapter 23 - Sewers and Sewage Disposal - bbk edits 2.6.26 - clean-c1 MA 02.10.26 - bbk edits 2.11.26-c1.docx

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 March 10, 2026 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0816
Agenda #: A.

Agenda Date: 2/24/2026
Category: Closed Session

Closed Session

Tuesday, February 24, 2026

1:30 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0814
Agenda #: A.

Agenda Date: 2/24/2026
Category: Special Presentation

Ceremonial Item

Tuesday, February 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

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0813
Agenda #: B.

Agenda Date: 2/24/2026
Category: Special Presentation

Ceremonial Item

Tuesday, February 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

File #: 26-0815
Agenda #: C.

Agenda Date: 2/24/2026
Category: Special Presentation

Ceremonial Item

Tuesday, February 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

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0812
Agenda #: A.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the February 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 February 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, February 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. 1:00 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, February 10, 2026.

Mayor Warren called the meeting to order at 1:32 p.m. with all members of the City Council present except for Council Member Cothran.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Gov. Code section 54956.8)
Property: 15166 Foothill Blvd.
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Aldea Fontana Foothill, LLC
Under Negotiation: Price and Terms of payment

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, February 10, 2026.

Mayor Warren called the Regular City Council Meeting to order at 2:05 p.m.

ROLL CALL:

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

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

ABSENT: Council Member Cothran,

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CLOSED SESSION ANNOUNCEMENT:

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

SPECIAL PRESENTATIONS/CEREMONIAL ITEMS:

A. Special Presentations/Ceremonial Items

A. 26-0775 Mayor Warren and City Council to swear in new Fontana Police Officers, Arturo Guzman, Javier Guzman, Benjamin Renteria, and Jacob Velazquez.

Mayor Warren and the City Council swore-in in new Fontana Police Officers, Arturo Guzman, Javier Guzman, Benjamin Renteria, and Jacob Velazquez.

B. 26-0776 Mayor Warren and City Council to recognize Police Administrative Analyst II Carynn Monto and Administrative Technician Taryn Sandford as November & December 2025 Employees of the month.

Mayor Warren and the City Council recognized Police Administrative Analyst II Carynn Monto and Administrative Technician Taryn Sandford as the November and December 2025 Employees of the month.

C. 26-0780 Mayor Warren and City Council to recognize the Pop Warner Football Coaches for recent National Championship Win.

Mayor Warren and the City Council recognized the Pop Warner Football Coaches for their recent National Championship Win.

D. 26-0741 San Antonio Hospital Healthcare Update

Heather Gray, Chief Marketing & Communications Officer for San Antonio Hospital, provided a healthcare update of the hospital and discussed regional challenges and local initiatives in San Bernardino County.

In response to Council Member Sandoval's inquiry, Ms. Gray clarified that the hospital is not closing its maternity unit but instead is expanding services. She explained that other hospitals are closing maternity units due to financial losses, as maternity services typically operate at a deficit and are often the first services reduced when hospitals face financial strain. San Antonio Regional Hospital's leadership views maternity care as a long-term investment in community health and anticipates serving patients affected by regional closures, noting the hospital's central location near the 210 Freeway in Upland.

E. 25-0651 Annual Housing Department Report Presentation.

Housing Manager Valerie Gonzales provided an overview of the Housing Department's

funding, programs, outcomes, and partnerships, as well as our priorities moving into 2026.

Mayor Warren thanked Housing Department Manager Gonzales for the report.

Council Member Sandoval expressed appreciation for supporting the senior scholarship program and acknowledged its positive impact in helping seniors participate in activities and access the Senior Center.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Pastor Reegis Richard of The Joshua Center Church shared that he and his congregation have strong ties to Fontana and expressed their desire to relocate their church from Rancho Cucamonga to the City of Fontana. He thanked the Council and conveyed appreciation for the community.

Jeff Larson thanked the Police Department, specifically Captain Brian Binks and Lieutenant Matt Kraut, for increased neighborhood support, and raised concerns about traffic congestion from new developments in Area 2, suggesting infrastructure improvements to help ease traffic.

Adda representing her HOA, requested City enforcement of parking regulations for semi-trucks within their gated community, citing safety and roadway concerns and questioning why the City maintains the streets but does not enforce parking codes.

Grace discussed concerns with ICE activity in Fontana. Also asked about Consent Calendar Item F and asked for clarification on how the schools were selected. Also discussed concerns with ADA access at Maple Elementary. For Item G, she asked what the city would be doing with the surplus property.

Danielle Holley, Executive Director of the Fontana Chamber of Commerce provided a quarterly update highlighting community and business initiatives, including participation in local events, a successful job fair, chamber luncheons, ribbon cuttings, seminars, and networking meetings. She noted 29 new businesses joined the chamber last quarter and thanked the City for its ongoing partnership.

CONSENT CALENDAR:

Prior to the motion, Council Member Sandoval requested that Items F, G, and I be pulled for discussion.

Item F:

City Manager Matthew Ballantyne provided the staff report.

Item G:

City Manager Ballantyne provided the staff report.

Item I:

City Manager Ballantyne provided the staff report.

Council Member Sandoval and City Manager Ballantyne discussed a business license issue, confirming that the business will pay the $25,000 license fee while requesting a waiver of the accrued $25,000 in penalties.

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

A. Approval of Minutes **26-0772**

Approve the minutes of the January 13, 2026, Regular City Council Meeting.

B. Award of Contracts for Biohazard Remediation Services for the Police Department **26-0744**

1. Award bid (PD-26-38-SP) and authorize the City Manager to enter into a contract with the top two rated Biohazard Remediation Service companies and Bio-SoCal and Emergency Response, for one year with the option to renew four additional years.

2. Authorize the City Manager to enter into any and all contract amendments on behalf of the City of Fontana for Biohazard Remediation Services.

C. Police Department Donations July - December 2025 **26-0750**

Accept monetary and gift donations from multiple donors including community programs, business, and citizens.

D. Approve Purchase of Dell Server Hardware **26-0752**

1. Authorize the Purchasing Office to procure server hardware utilizing the Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Authorize the Purchasing Office to use the National Association of State Procurement Officials (NASPO) contract 7-23-70-55-01 to purchase three Dell server systems from authorized reseller Sidepath of Laguna Hills, CA.

E. Award Bid for Auto Body Repair Services PW-26-67-SB **26-0761**

Award bid and authorize the City Manager to enter into a contract with Inland Body and Paint Center, ProColor Collisions, and Gerber Collision Center, for autobody services (PW-26-27-SB), for a period of two (2) years, renewable for three (3) additional one (1) year increments at the City's sole discretion.

F. Accept the 2025 TDA Article 3 Grant Awards for the Randall Pepper (O'Day Short) Elementary Safe Routes to School Sidewalk Gap Closure Project, Ted J. Porter Elementary Safe Routes to School Sidewalk Gap Closure Project, Fontana Middle School Safe Routes to School Sidewalk Gap Closure Project, and Citywide Transit Stop Improvements Project **26-0768**

1. Accept the 2025 Transportation Development Act (TDA) Article 3 Grant Award approved by San Bernardino County Transportation Authority (SBCTA) for the Randall Pepper (O'Day Short) Elementary Safe Routes to School (SRTS) Sidewalk Gap Closure Project in the amount of $250,000.

2. Accept the 2025 Transportation Development Act (TDA) Article 3 Grant Award approved by San Bernardino County Transportation Authority (SBCTA) for the Ted J. Porter Elementary Safe Routes to School (SRTS) Sidewalk Gap Closure Project in the amount of $250,000.

3. Accept the 2025 Transportation Development Act (TDA) Article 3 Grant Award approved by San Bernardino County Transportation Authority (SBCTA) for the Fontana Middle School Safe Routes to School (SRTS) Sidewalk Gap Closure Project in the amount of $475,000.

4. Accept the 2025 Transportation Development Act (TDA) Article 3 Grant Award approved by San Bernardino County Transportation Authority (SBCTA) for the Citywide Transit Stop Improvements Project in the amount of $149,400.

5. Adopt **Resolution No. 2026-002,** a Resolution of the City Council of the City of Fontana, authorizing the submittal of Claim Forms and Reimbursement Request Forms, and designating the City Engineer to certify project completions for the Randall Pepper (O'Day Short) Elementary Safe Routes to School (SRTS) Sidewalk Gap Closure Project, Ted J. Porter Elementary Safe Routes to School (SRTS) Sidewalk Gap Closure Project, Fontana Middle School Safe Routes to School (SRTS) Sidewalk Gap Closure Project, and the Citywide Transit Stop Improvements Project related to TDA Article 3 Grant Awards.

G. Adopt Resolution No. 2026-003, Declaring that City owned real property identified with Assessor's Parcel Numbers 0228-051-14-0000 and 0228-051-15-0000 (collectively the "Property") as exempt surplus land pursuant to the Surplus **26-0785**

Land Act, Government Code section 54220, et seq.; authorizing the City Manager and his designee(s) to take all actions necessary to comply with the Surplus Land Act pursuant to State California Environmental Quality Act ("CEQA") Guidelines section 15312; and Authorize the City Manager to enter into a Purchase and Sale Agreement regarding the Property, conditioned on compliance with CEQA pursuant to CEQA Guidelines section 15004(b)(2); and directing staff to issue a notice of exemption.

1. Adopt **Resolution No. 2026-003**, Declaring that City owned real property identified with Assessor's Parcel Numbers 0228-051-14-0000 and 0228-051-15-0000 (collectively the "Property") as exempt surplus land as exempt surplus land pursuant to the Surplus Land Act, Government Code section 54220, et seq.; and authorize the City Manager and his designee(s) to take all actions necessary to comply with the Surplus Land Act pursuant to State California Environmental Quality Act ("CEQA") Guidelines section 15312.

2. Authorize the City Manager to enter into a Purchase and Sale Agreement regarding the Property, conditioned on compliance with CEQA pursuant to CEQA Guidelines section 15004(b)(2); and directing staff to issue a notice of exemption.

H. Temporary Exemption from Municipal Code Section 20-43 43 and Purchasing Policy Section 7.0 Surplus Property to Allow Disposal of Surplus City Property at City Hall Prior to Demolition **26-0790**

Approve a temporary exemption to Municipal Code Section 20-43 and Purchasing Policy Section 7.0 Surplus Property for the limited purpose of allowing the City Manager to dispose of surplus city property from City Hall in a cost-effective manner prior to demolition, including permitting City employees and members of the public to acquire certain items for reuse at no cost or nominal consideration.

I. Proposed Business License Penalty Fee Waiver for The Previti Group **26-0792**

Consider proposal to waive delinquency fee

J. A Resolution of the City Council of the City of Fontana Approving A Development Impact Fee Deferral Agreement Between the City of Fontana and SA Golden Investments Inc. for a Multi-Family Residential Housing Apartment Complex Project and Authorizing the City Manager to enter into the Agreement and take certain actions to complete the transaction. **26-0804**

Adopt **Resolution No. 2026-004,** Approving a Development Impact Fee Deferral Agreement Between the City of Fontana and SA Golden Investments Inc. for a Multi-Family Residential Housing Apartment Complex Project and Authorizing the City Manager to enter into the Agreement and take certain actions to complete the transaction.

K. Adopt Resolution and Authorize the City Manager to Award a Contract to Gentry General Engineering for Emergency Storm Drain Repair Work along Valley Boulevard **26-0801**

1. Adopt **Resolution No. 2026-007,** a resolution of the City Council of the City of Fontana, recognizing that certain conditions exist in the storm drain system along Valley Boulevard requiring emergency repair work. This resolution is made in accordance with Fontana City Code Section 10-147(6).

2. Authorize the City Manager, or his designee, to execute a contract with Gentry General Engineering in the amount of $258,472.00 with a 10% contingency in the amount of $25,847.00 for the performance of emergency storm drain repair work along Valley Boulevard.

PUBLIC HEARINGS:

A. Master Case (MCN) No. 25-0078 and Municipal Code Amendment (MCA) No. 25-0010: A request to amend Section 30 of the Fontana Municipal Code Regarding Emergency Shelter Overlay development standards and operating regulations and to incorporate property located at 11109 Jasmine Street into the overlay, pursuant to a categorical exemption from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3). **26-0713**

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

1. Find that the adoption of the proposed ordinance is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and10.59 of the 2019 Local Guidelines for Implementing CEQA.

2. Waive full reading and introduce for first reading by title only **Ordinance No. 1982** entitled: "An Ordinance Of The City Council Of The City Of Fontana Amending Section 30 Of The City Of Fontana Municipal Code Relating To Emergency Shelter Overlay Development Standards And Operating Regulations And Applying The Overlay On The Property At 11109 Jasmine Street And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections 15060(C), 15378, and 15061(B)3)."

Mayor Warren opened the public hearing.

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

Associate Planner Cecily Session-Goins provided the staff report.

Council Member Sandoval asked about limits on walk-in services, including whether they would be hourly, daily, or weekly.

Associate Planner Session-Goins clarified that walk-in services would be fully limited and replaced with a referral system for emergency shelters.

With no one interested to speak in favor or opposition of this item Mayor Warren closed the Public Hearing.

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

B. Master Case (MCN) No. 25-0080 and Municipal Code Amendment (MCA) No. 25-0011: A request to amend Section 30-467 of the Fontana Municipal Code regarding accessory dwelling units and junior accessory dwelling units to comply with recent changes in State law; and pursuant to a statutory exemption from CEQA Under Section 21080.17 of the Public Resources Code. **26-0715**

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

1. Find that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act ("CEQA") under Public Resources Code section 21080.17.

2. Waive full reading and introduce for first reading by title only **Ordinance No. 1983** entitled: "An Ordinance of The City Council Of The City Of Fontana Amending Section 30-467 Of The City Of Fontana Municipal Code Relating To Accessory Dwelling Units and Junior Accessory Dwelling Units and Pursuant to a Statutory Exemption Under CEQA Under Public Resources Code § 21080.17."

Mayor Warren opened the public hearing.

Chief Deputy City Clerk Christina Rudsell stated no written communications were received.

Associate Planner Session-Goins provided the staff report.

With no one interested to speak in favor or opposition of this item Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by vote of 3-1 to approve Public Hearing Item "B." The motion carried by the following vote: AYES: Warren, Garcia, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: Cothran

C. Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 1110-331-13 and 1110-331-25. **26-0722**

Deny Appeal No. 25-0002, thereby upholding the Planning Commission's decision on August 19, 2025, approving, pursuant to a categorical exemption under California Environmental Quality Act (CEQA) Section No. 15332 (Class No. 32. Infill Development), Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 for the development of a five-story mixed-use project including 163 multi-family units and 5,000 square feet of commercial retail within the R-5 zoning district and for the site and architectural review of a five-story 83,125 square foot mixed-use building and associated improvements on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APN Nos.: 1110-331-13 and 1110-331-25).

Mayor Warren opened the public hearing.

City Clerk Key stated no written communications were received.

Senior Planner Salvador Quintanilla provided the staff report.

The following individuals spoke in opposition of this item:

1. Hayley Uno
2. Mike Mahmoudi

Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia, and passed by vote of 3-1 to approve Public Hearing Item "C." The motion carried by the following vote: AYES: Warren, Garcia, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: Cothran

D. Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts **26-0779**

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

2. Adopt **Resolution No. 2026-005,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2026-006,** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

Mayor Warren opened the public hearing.

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

Deputy Finance Officer Marlene Galvan provided the staff report.

With no one interested to speak in favor or opposition of this item Mayor Warren closed the Public Hearing.

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

NEW BUSINESS:

A. New Business

A. Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025. **26-0762**

Receive and File the City of Fontana's Annual Comprehensive Financial Report (ACFR) for Fiscal Year ended June 30, 2025.

Ralph Alfaro of Eide Bailly and Deputy Finance Officer Marlene Galvan provided the staff report.

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

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

No City Manager Communications were received.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Discussion Regarding Appointment of an Alternate Member to the Fontana Industrial Development Authority. 26-0802

ACTION: Motion was made by Council Member Sandoval, seconded by Mayor Pro Tem Garcia, and passed unanimously by a vote of 4-0 to make the following appointment as follows:

- Appoint John Roberts as Vice-Chair of the Fontana Industrial Development Authority for a term of one-year.

The motion carried by the following vote: AYES: Warren, Garcia, Roberts, and Sandoval; NOES: None; ABSTAIN: None; ABSENT: Cothran

ELECTED OFFICIALS COMMUNICATIONS/REPORTS - CONTINUED:

City Treasurer Koehler-Brooks thanked the Finance Department for their hard work and encouraged them to continue their efforts.

City Clerk Key congratulated the Police Department Employees of the Month and thanked them for their dedication. She also expressed appreciation for the report from San Antonio Regional Hospital, noting her interest in efforts to improve maternal and infant health. She concluded by wishing her grandson Jayden a happy 18th birthday.

Council Member Roberts congratulated the new police officers and commended the Fontana Police Department for their excellent work. He also wished everyone a happy Valentine's Day.

Council Member Sandoval congratulated the newly hired police officers and noted that additional recruitment efforts are ongoing to fill remaining vacancies with highly qualified candidates. He expressed pride in the department's commitment to addressing crime in the community. He also offered words of gratitude and wished his wife a happy Valentine's Day.

Mayor Pro Tem Garcia congratulated the Finance Department for their continued strong performance and for helping maintain the City's solid financial position. He also thanked the project applicant for the proposed multi-story residential development at Foothill and Sultana, noting it will enhance the area and provide additional housing opportunities. Additionally, he congratulated the newly sworn-in officers and welcomed them to the Fontana Police Department, highlighting the department's reputation as a great place to serve.

Mayor Warren thanked City staff and volunteers for their participation in the recent Point-in-Time count of the homeless population, noting the effort helps secure resources to address homelessness in Fontana and the region. She also reported attending the United States Conference of Mayors as Chair of the Women Mayors Alliance, focusing on workforce initiatives for women, especially women of color impacted by COVID. Additionally, she

highlighted the Fontana Chamber retreat and encouraged the public to visit the City's website for transparent updates on programs, events, and services for the community.

PUBLIC COMMUNICATIONS - CONTINUED:

Phil Walls of the Small Business Administration (SBA) announced the availability of low-interest disaster loans related to the December storms, outlined eligibility and deadlines, and requested the City's assistance in sharing information with the community.

Pastor Reegis Richard of The Joshua Center Church, announced the purchase of property at 16020 Foothill Boulevard and shared that preliminary and full development plans have been submitted to the City for renovations. He expressed excitement about establishing the church in Fontana and stated their commitment to serving the community and supporting local families.

ADJOURNMENT:

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

1. Herbert Granderson
2. Denzel Puerto
3. Grant Ward
4. Rosie L. Williamson

Mayor Warren adjourned the meeting at 4:28 p.m. to the Regular City Council Meeting on Tuesday, February 24, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

_____

Christina Rudsell, CMC
Chief Deputy City Clerk

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

_____

Germaine Key
City Clerk

File #: 26-0817
Agenda #: B.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1982 (Second Reading), Amending Section 30 Of the City Of Fontana Municipal Code Relating To Emergency Shelter Overlay Development Standards And Operating Regulations And Applying The Overlay On The Property At 11109 Jasmine Street And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections 15060(C), 15378, and 15061 (B)3).

RECOMMENDATION:
Conduct a second reading by title only and adopt **Ordinance No. 1982**, amending Section 30-622 and Division 7 of Article XI of the Fontana Municipal Modifying Development Standards and Operating Regulations for the Emergency Shelter Overlay and applying the Overlay on the Property at 11109 Jasmine Street, pursuant to a Categorical Exemption in Accordance with CEQA Guidelines Sections 15060(C), 15378, and 15061(B)(3) and directing staff to file a Notice of Exemption.

COUCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.

DISCUSSION:
Ordinance No. 1982 was introduced by a vote of 4-0 at the February 10 2026, Regular City Council Meeting.

FISCAL IMPACT:
There is no direct fiscal impact from this item.

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1982

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING SECTION 30-622 AND DIVISION 7 OF ARTICLE XI OF THE FONTANA MUNICIPAL MODIFYING DEVELOPMENT STANDARDS AND OPERATING REGULATIONS FOR THE EMERGENCY SHELTER OVERLAY AND APPLYING THE OVERLAY ON THE PROPERTY AT 11109 JASMINE STREET, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15378, AND 15061(B)(3) AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, pursuant to Government Code section 37100, the legislative body of a city may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Government Code sections 50022.1 to 50022.10 authorize a city to codify and recodify its ordinances; and

WHEREAS, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("Code") through Municipal Code Amendment ("MCA") No. 25-0010; and

WHEREAS, the City of Fontana General Plan ("General Plan") includes policies and actions calling for numerous updates to the Code; and

WHEREAS, Section 30-622. – Overlay Districts, is amended to revise the description of the Emergency Shelter Overlay to reflect that it may be applied to properties with the Light Industrial (I-L) or General Industrial (I-G) general plan land use designation; and

WHEREAS, Article XI - Division 7. Overlay Districts - is amended to update the description of the Emergency Shelter Overlay; and

WHEREAS, the amendments in MCA No. 25-0010 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City, the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 25-0010 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 25-0010 attached hereto as Exhibit "A" and incorporated herein by reference, will not be detrimental to the public health,

safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, on December 2, 2025, the Fontana Planning Commission ("Planning Commission") held a public meeting on MCA No. 25-0010 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the amendments are exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on December 2, 2025, and approved Resolution No. 2025-048 to recommend that the City Council approve the modifications to the Zoning and Development Code; and

WHEREAS, on February 10, 2026, the City Council held a public hearing on MCA No. 25-0010 where City Council received evidence and public testimony pertaining to the Zoning and Development Code amendments and documentation from the Planning Commission's public hearing on December 2, 2025; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 25-0010 that was presented at its public hearing on February 10, 2026; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

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

Section 2. CEQA. The City Council hereby determines that the code amendments are exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15378, and 15061(B)(3) (the common-sense exemption) and Sections 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA. Staff is directed to file a Notice of Determination pursuant to the foregoing.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 25-0010 accordance

with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

Finding: **A Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Findings of Fact: The proposed Municipal Code Amendments will revise the Emergency Shelter Overlay to create additional opportunities for housing and support services for the unhouse population. These amendments further the General Plan goal of providing adequate housing to meet the needs of all residents in Fontana and of promoting a diversified economy.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 25-0010, which is attached hereto as **Exhibit “A”** and incorporated herein by reference as fully set forth herein.

Section 5. Effective Date/Publication. This Ordinance shall take effect thirty (30) days after the date of the adoption and prior to the expiration of fifteen (15) days from the passage thereof, shall be published by the City Clerk at least once in the Fontana Herald News, a local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

Section 6. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

Section 7. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

Section 8. Severability. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

APPROVED AND ADOPTED this 24th day of February, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 10th day of February 2026, and was finally passed and adopted not less than five days thereafter on the 24th day of February 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

“EXHIBIT A”

AMENDMENT TO FONTANA MUNICIPAL CODE CHAPTER 30
(*Additions shown in underline, deletions shown in ~~strikeout~~)

ARTICLE IX. - OVERLAY DISTRICTS
DIVISION 1. - GENERALLY

Sec. 30-621. - Purpose.

The purpose of this article is to create overlay districts that establish additional use regulations and development standards for specific types of use and specific areas of the City requiring special consideration in the development process. The regulations established in this article for the overlay districts shall apply in addition to the regulations established for the underlying zone districts.

Sec. 30-622. - Overlay districts.

(a) Medical center overlay district. A district that may overlay any medical center complex.

(b) Utility corridor overlay district. A district that is intended to provide for appropriate development within or near those areas containing easements for public utilities.

(c) Hillside overlay district. A district that protects the public health and safety, minimizes environmental impacts, and requires development to conform to the natural topography of hillside areas.

(d) Auto center overlay district. A district that is intended to promote new car and truck sales adjacent to the 1-210 Freeway.

(e) Warehousing distribution/logistics overlay district (Sierra Avenue). A district that provides for the limited, well planned and orderly development of warehousing distribution/logistics uses on properties within the light industrial (M-1) zone as provided for in Section 30-532 et seq. Unlike other overlay districts in this division, this overlay identifies a geographic area where such uses may be allowed subject to a separate zone change request to establish the overlay on one or more parcels eligible to receive it.

(f) Valley business park overlay district. The intent of the valley business park overlay is to provide for a well-planned and orderly development of business park and warehousing distribution uses on parcels within the M-1 zone located on designated areas within the adopted overlay that are generally located on the south side of Valley Boulevard.

(g) Emergency shelter overlay district. A district that provides for seamless incorporation of emergency, supportive, and transitional housing opportunities on specific properties within the ~~light industrial~~ ~~(M-1) zoning district~~ Light Industrial (I-L) and/~~–~~or General Industrial (I-G) general plan land use designations to house individuals at risk of homelessness ~~with such needs for no more than a six-month period~~, as required by Government Code § 65583(a)(4) and 65583(a)(5).

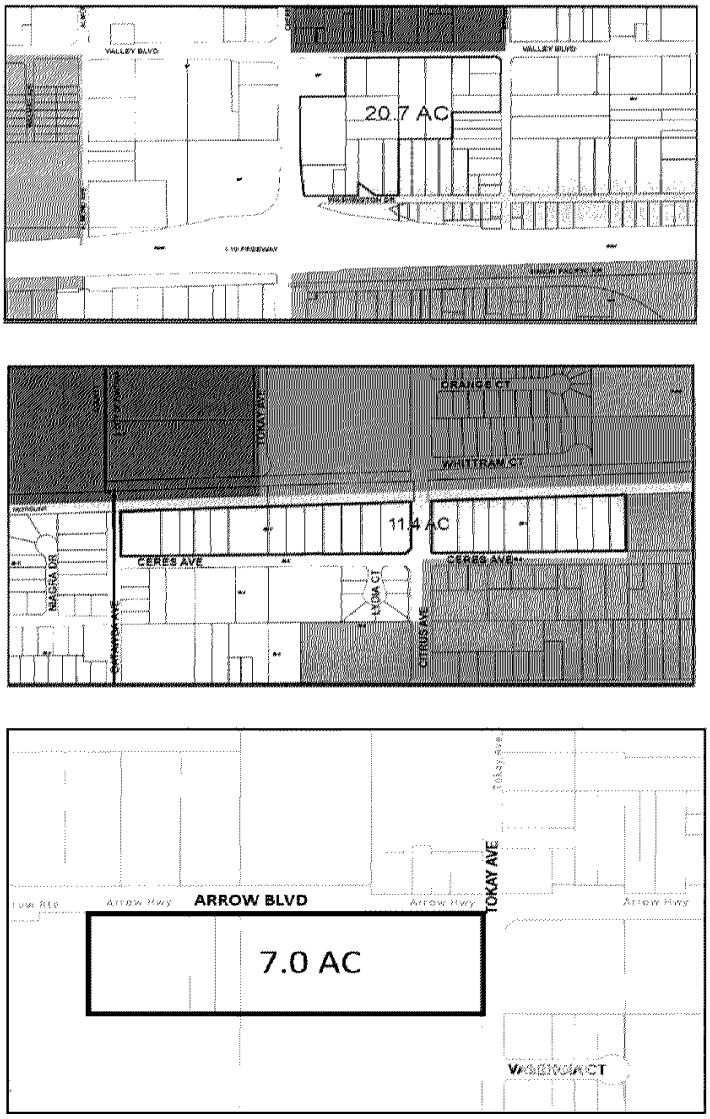
(h)(R-4) overlay district. The intent of the R-4 overlay district is to provide areas for the potential development at the multi-family residential (R-4) density of 24.1 du/ac to 39 du/ac for multi-family development in close proximity to transit routes and convenience uses in recognition of the need for affordable housing.

DIVISION 7. EMERGENCY SHELTER OVERLAY DISTRICT

Sec. 30-651. Emergency shelter overlay district (ESO) regulations.

(a) *Applicability.* The provisions of this division shall apply to light industrial (I-L) land use designations and specific plan industrial land use designations as specified in Figure

Figure 1





(b) *Relation to underlying zoning.* The emergency shelter overlay district is a flexible designation that is intended to apply in conjunction with, or as an alternative to the provisions in the underlying zoning. When utilized in conjunction with the underlying zone, if the provisions of this division are in conflict with the provisions of the underlying zoning district, the provisions of this division shall apply.

(c) *Intent.* The intent of the emergency shelter overlay district is to provide for supportive and transitional housing uses on specific properties within the ~~light industrial(M-1) zoning district~~ Light Industrial (I-L) and General Industrial (I-G) general plan use designations. Additionally, the further intent of this overlay district is to allow emergency shelters without a conditional use permit or other discretionary permit in accordance with Government Code § 65583. Recognizing the need for available and affordable sites for establishment of emergency shelters and other transitional housing types outside of the traditional locations in commercial districts, the emergency shelter overlay district provides areas and districts for the development of new emergency and supportive housing to be integrated with commercial and light industrial uses and existing social services throughout the City. The purpose of the designated boundaries (area of applicability) is to maximize the potential for provision of emergency shelter and support services throughout the City of Fontana.

(d) *Definitions.*

Emergency shelters. The California Health and Safety Code (§ 50801(e)) defines "emergency shelter" as housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Single room occupancy. Typically, a single-room occupancy (SRO) unit is a multiple tenant building that houses one or two people in individual rooms (sometimes two rooms, or two rooms with a bathroom or half bathroom), or to the single room dwelling itself. SRO tenants typically share bathrooms and/or kitchens, while some SRO rooms may include kitchenettes, bathrooms, or half-baths. Most SRO units are small, with a gross floor area of less than 400 square feet. Each dwelling unit is restricted to occupancy by no more than two persons and is offered on a monthly rental basis or longer.

Supportive housing. Under the housing element law, supportive housing is defined as housing with no limit on length of stay that is occupied by a target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community (California Health and Safety Code § 50675.14(b)).

Transitional housing. The California Health and Safety Code (§ 50675.2) defines "transitional housing" and "transitional housing development" as buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no more than six months. This definition of transitional housing does not encompass all transitional housing facilities, particularly those that operate as group quarters or community care facilities that charge fees rather than rents.

Sec. 30-652. Administrative site plan review required.

Any development proposal within the emergency shelter overlay district shall be subject to an administrative site plan review process pursuant to Article II, Division 10 et seq. of this Code.

Sec. 30-653. Emergency shelters.

The following standards shall be required for development or establishment of emergency shelters in the ESO district:

The following development standards shall apply.

(1) *~~[~~Density of residents.~~]~~* The maximum resident density shall be one resident per 150 square feet~~, up to a maximum of 60 residents in a single shelter~~. Facilities operated independently of the City of Fontana by private organizations or other government, or quasigovernment organizations, shall be limited to a maximum of 50 residents.

(2) *~~[~~Number of staff.~~]~~* The facility shall be staffed with one staff person per 15 occupied beds and shall be awake during the hours of operation.

~~*(3) Waiting/intake area.* The shelter may have a waiting and intake area no larger than 100 square feet combined;~~

(3)~~(4)~~ *On-site manager.* The shelter must have at least one on-site manager at all times during hours of operation.

(4)~~(5)~~ *Distance requirements.* The distance between emergency shelters shall be a minimum of 300 feet. No emergency shelter shall be located within 300 feet of any public park and/or school.

(5)~~(6)~~ *Security.* The emergency shelter shall provide a security plan that ensures the safety of the residents, visitors and employees. The plan shall be reviewed by the Chief of Police or his designee and shall include, but is not limited to, the following:

a. Color, security surveillance system with recording capability; unless otherwise approved in writing by the Chief of the Fontana Police Department, the security system shall include surveillance cameras capable of recording interior and exterior common areas, in color, 24 hours per day. All recordings shall be retained for a minimum of 30 days.
b. On-site security guard(s), the number of security guards shall be based on the following ratio of one guard for every ten patrons.
c. Adequate external lighting shall be provided for security purposes. The lighting shall be stationary, directed away from adjacent properties.

~~(7) *Length of stay.* Emergency shelter shall only be provided for a time period of six months for any individual resident.~~

(6)~~(8)~~ *Laundry facility.* The shelter shall provide on-site laundry facilities or services adequate for the number of residents.

(7)~~(9)~~ *Outdoor activities.* Any emergency shelter adjacent to a residential use shall limit outdoor activities to the following hours: 8:00 a.m. to 9:00 p.m. Monday through Sunday.

~~(10) *Pay phone.* There shall not be any outdoor public telephones on the site nor along the public right-of-way.~~

(8)~~(11)~~ *Signage.* No signs are permitted on the property relating to its use as a shelter for the homeless unless approved in writing by the Planning Director;

(9)~~(12)~~ *Bathroom facilities.* Each emergency shelter shall provide facilities for personal care (i.e., bathroom and shower facilities).

(10)~~(13)~~ *Toilets.* No outdoor toilets are allowed on the site unless during construction or a special event;

(11)~~(14)~~ *Shelter provider.* The agency or organization operating the emergency shelter shall comply with the following requirements:
a. Staff and services shall be provided to assist residents of the shelter in obtaining permanent housing and income;
b. A written management plan including, as applicable, provision for staff training, neighborhood outreach, security, screening of residents to ensure compatibility with services provided at the facility, and for training, counseling, and treatment outreach programs for residents;

(12)~~(15)~~ *Facility layout.* Living, dining, and kitchen areas shall be physically separated from sleeping areas.

(13)~~(16)~~ *Sleeping area.* Each emergency shelter shall provide at least ~~35~~ 30 square feet of sleeping area per bed.

(14)~~(17)~~ *Litter and graffiti.* The owner/operator shall:

a. Maintain the exterior of the premises, including signs and accessory structures, free of litter and graffiti at all times;
b. Provide for daily removal of trash from the premises and abutting sidewalks or alleys within 20 feet of the premises; and
c. Remove graffiti within 48 hours of written notice from the City.

(15)~~(18)~~ *Controlled access.* The facility and/or the premises shall be accessed by one entrance.

(16)~~(19)~~ *Property maintenance.* The agency shall ensure that the facility is clean and litter-free at all times. The grounds shall be landscaped with materials which are compatible with the surrounding neighborhood and maintained in a trim and weed-free state. The structure shall be painted and maintained such that it is compatible with structures existing in the surrounding neighborhood.

(17) Facility shall not provide "walk in" services for new or prospective residents. Operators shall strictly enforce a "no walk-in/no walk-out" policy for facility guests and residents. Details regarding the management and enforcement of this policy shall be provided in the facility's operations and management plan, subject to the review and approval of the Planning Director.

Sec. 30-654. Transitional housing facilities.

The following development standards shall apply.

(1) *Establishment.* A management plan form shall be obtained, completed in detail, and returned to the City of Fontana's ~~Community Development Department~~ Housing Manager for review and approval. The transitional housing program management plan is a detailed analysis of how an agency intends to operate and maintain a transitional housing facility in accordance with existing city ordinances and the criteria contained in this section.

(2) *Qualifications.* The applicant shall be a qualified agency with knowledge, understanding, and demonstrable experience in the operation and management of a transitional housing facility.

(3) *Client screening.* The agency should establish a screening process, similar to standard renting procedures, which includes letter(s) of reference, verification of employment, and determination of tenant ability to pay rent. The tenants should agree to participate in the daily maintenance of the transitional housing facility, and in an orientation/training process provided by the facility aimed at promoting their transition toward stability.

(4) *Maximum client stay.* Clients should be limited to a maximum stay of six months.

(5) *Rent structure.* The facility shall provide transitional housing below the median rent level within the City of Fontana.

(6) *Property maintenance.* The agency shall ensure that the facility is clean and litter-free at all times. The grounds shall be landscaped with materials which are compatible with the surrounding neighborhood and maintained in a trim and weed-free state. The structure shall be painted and maintained such that it is compatible with structures existing in the surrounding neighborhood.

(7) *Agency services.* The agency shall identify in the management plan the services which are available to clients off-site, and shall demonstrate the client's ability to transport one's self to the site where services are provided.

Sec. 30-655. General development standards and design guidelines.

(a) *General.* The development standards and design guidelines in this division shall be minimum requirements for emergency shelters, supportive and transitional housing type uses. Those standards and guidelines not fully addressed in this section shall be as otherwise stated in the appropriate section(s) of the Fontana Municipal Code, including, but not limited to, Section 30-664 et seq., and Section 30-679 et seq. of this Code.

Table 30-655.A.
Lot Dimensions, Building Height and Maximum Intensity

Feature	Standard
Minimum lot size	The minimum lot size shall be 20,000 square feet
Lot dimensions	Minimum width of 150 feet
	Minimum depth of 150 feet
Maximum building height	The maximum building height shall be 100 feet
Maximum lot coverage	The maximum lot coverage shall be 60%
Floor-area ratio (FAR)	The maximum base FAR shall be 0.50

(b) *Building setbacks.* All required yard areas (setbacks) shall be clear of all structures and other required site features such as parking areas, loading areas, fire lanes, etc., and shall be landscaped and maintained in a neat, healthy, aesthetically pleasing condition in accordance with the landscaping provisions of this division. Setback may be increased to provide an appropriate separation between uses in order to protect the public health, safety, and welfare if alternative means of providing separation are not practical.

Table 30-655.B
Yard Area-Building Setbacks

Yard	Standard
Minimum front yard setbacks	25 feet
Minimum rear yard setbacks	25 feet
Minimum interior side yard setbacks	15 feet
Minimum corner/street side yard setback	15 feet

(c) *Parking and loading requirements.* Off-street parking shall be located at the rear or side of the building, but may be considered elsewhere at the discretion of the Director of Community Development. Visitor parking may be located at the front of the building adjacent to the main entry. Service and loading areas may be located at the sides and rear of the building, except where such building sides are adjacent to a public right-of-way.

(d) *Parking.* The following are regulations for off-street parking and loading. They identify required number of parking and loading spaces for all new development projects and those proposing substantial modifications to existing buildings. For all parking and loading-related information or regulations not specifically addressed in this section, refer to Section 30-679 et seq. of this Code.

Table 30-655.C
Minimum Number of Parking Spaces Required

Use	Facility Parking	Staff Parking	Guest Parking	Bike Rack	Loading Spaces
Emergency Shelter	1 space per five beds	1 space per employee	1 space per ten beds	5 spaces	1 Truck space
Supportive Housing	1 space per room, family or resident	1 space per employee	1 space per three room, family or resident	5 spaces	1 Van space
Transitional Housing	1 space per room, family or resident	1 space per employee	1 space per three room, family or resident	5 spaces	1 Van space

(1) *Parking and access.*

a. Parking lots shall not be the dominant visual element on the site.
b. Surface parking areas shall integrate trees and landscape improvements to reduce the heat island effect and to promote better visual aesthetics.
c. Parking lot design shall include water quality storm water facilities consistent with City standards. See Figure 1.

Figure 1



(e) *Fences, walls, and screening.* The following are standards and guidelines for fences, walls, and screening.

Table 30-655.D
Standards for Fences, Walls and Screening

Location	Materials	Maximum Height
Within front setback area	Solid wall	42 inches
	Wrought iron or tubular steel	6 ft.
Within street side setback area	Solid wall	8 ft.
Within interior side setback area	Solid wall	8 ft.
Within rear setback area	Solid wall	8 ft.
Screening of incidental outdoor storage from view of the public right-of-way	Solid wall	8 ft.
Notes: (1) All fences and walls shall be finished with decorative material (e.g., stucco, split-face, and or slump stone) when visible from the public right-of-way. (2) All fences and walls shall not interfere with or obstruct the line-of-sight for motorists. (3) Screening walls must meet the design standards of Section (n)(3)(a).		

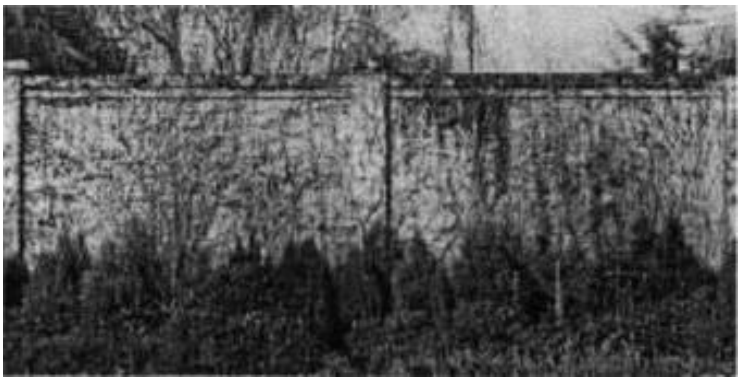
(1) *Fences and walls.*

a. Walls and fencing materials shall consist of wrought iron, tubular steel, stone, stucco, or brick, and shall be compatible with the overall design character/style of the development. The use of chain-link fence and similar materials is prohibited.

b. Walls and fences shall be integrated with landscaping along the base of the wall or fence.

c. Wall heights and surfaces shall be articulated with varying facade depths or pilasters to promote architectural interest, and shall include a cap along the top of the wall.
d. Landscaping shall be used in combination with walls and fences to visually soften blank surfaces and to deter graffiti. Additionally, all walls shall have an anti-graffiti coating to further deter graffiti, to the satisfaction of the City. See Figure 2.

Figure 2



(f) *Landscaping.* Those standards and guidelines not fully addressed in this section shall be as otherwise stated in the appropriate section(s) of the Fontana Municipal Code, including, but not limited to, Section 30-664 et seq., of this Code.

(1) Landscaping shall be used alone or in conjunction with other features (e.g. open space buffer, topography) to reduce potential visual and light and glare conflicts.
(2) Landscape setbacks along public rights-of-way shall incorporate landscape buffers with undulating and variable height earth-mounding (berms), and/or low walls, preferably in a three-tier planting design.
(3) Landscaping shall be in scale with adjacent structures, streets, and public spaces, and be sized appropriately when fully grown.
(4) Landscaped areas should incorporate a three-tiered planting system:
   a. Ground cover and flowering plants;
   b. Shrubs and vines; and,
   c. Trees.

(g) *Site design.*

(1) *Courtyards and plazas.*
   a. Buildings should be arranged to create opportunities for open space amenities (e.g., plazas, courtyards, outdoor eating areas, etc.).
(2) *Building orientation.*
   a. The organization of buildings, parking areas, and landscaping shall recognize the existing characteristics of the site and shall relate to the surrounding development in scale and character.
   b. Buildings should be oriented in a manner that takes advantage of passive solar design.

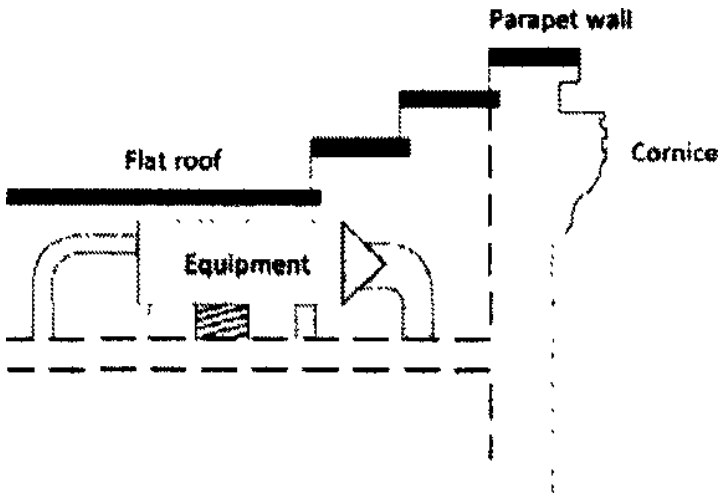
c. Buildings shall be oriented to provide a buffer between sensitive uses (i.e. residential, schools, and parks).

(3) *Site elements.*

a. *Screening.*

1. Loading areas shall be completely screened from public right-of-way(s) by building placement and/or decorative walls. Landscaping may be used in addition to such building placement and/or walls, but shall not be the sole means of screening. A sight-line analysis shall be taken from public right-of-way(s) to indicate screening of all items.
2. Trash storage enclosures and outdoor mechanical equipment shall be completely screened from public view.
3. Roof-mounted and ground-mounted mechanical equipment utilities, storage, and storage areas shall be screened from public right-of-way by a visual barrier (e.g., wall, fence, landscape material, parapet walls etc.) or other approved screening devices. Special consideration shall be given to the screening of roof-mounted equipment on building rooftops that are visible from the public right-of-way. See Figure 3.

Figure 3



(4) *Lighting.*

a. Outdoor lighting plans shall take into consideration the location and potential growth pattern of nearby trees (existing and planned) so that appropriate lighting levels are maintained over time.
b. Energy efficiency shall be considered through use of proper light location and placement, as well as use of energy-efficient bulbs and/or fixtures.
c. Lighting fixtures shall include hoods or other design techniques to reduce glare and light pollution, especially along major streets, and to prevent light spillover onto adjacent properties.
d. Lighting shall be provided in project entryways, walkways, and parking lots to promote safety.
e. Lighting may be mounted on poles or bollards, affixed to building walls, or placed within paved or landscaped areas. Appropriate materials and

construction methods shall be used to ensure proper function of project lighting fixtures.

f. Decorative light fixtures shall be consistent with the architectural design of the building.

(5) *Architecture.*

a. *Mass and scale.*

1. The mass and scale of the buildings shall respect the visual and physical relationship to the adjacent buildings and surrounding sensitive uses. Taller building elements shall be placed towards the center of the site, with lower elements adjacent to surrounding properties.
2. Buildings shall be stepped back when adjacent to or in close proximity to sensitive uses (e.g. residential, schools, etc.).
3. Vertical and horizontal offsets shall be provided to reduce the visual bulk of the building.

b. *Building facades.*

1. Building facades shall incorporate architectural elements such as windows, pillars, and wall plane breaks to minimize blank walls, to create visual interest, and to reduce the opportunity for graffiti.
2. All building elevations, whether front, side, or rear shall be architecturally detailed.
3. Architectural accents (e.g., cornices, tiles, trim around windows, grooves in building faces, accent band details, bulkheads, etc.) shall be used to create variation along building facades.
4. Roofs shall be designed as an integral component of building form, mass, and facade. Building form shall be enhanced by sloped or offset roof planes, eave heights, and rooflines.

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0818
Agenda #: C.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1983 (Second Reading), amending Section 30-467 of the Fontana Municipal Code regarding accessory dwelling units and junior accessory dwelling units to comply with recent changes in State law; and pursuant to a statutory exemption from CEQA Under Section 21080.17 of the Public Resources Code.

RECOMMENDATION:
Conduct a second reading by title only and adopt, **Ordinance No. 1983**, approving Municipal Code Amendment No. 25-011 to amend Section No. 30-467 of the City of Fontana Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units and finding the action to be Statutorily Exempt from CEQA under Public Resources Code § 21080.17.

COUCIL GOALS:

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.

DISCUSSION:
Ordinance No. 1983 was introduced by a vote of 3-1 at the February 10, 2026, Regular City Council Meeting.

FISCAL IMPACT:
There is no direct fiscal impact from this item.

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING MUNICIPAL CODE AMENDMENT NO 25-0011 TO AMEND SECTION NO. 30-467 OF THE CITY OF FONTANA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17.

WHEREAS, pursuant to Government Code section 37100, the legislative body of a city may pass ordinances not in conflict with the Constitution and laws of the State or the United States; and

WHEREAS, Government Code sections 50022.1 to 50022.10 authorize a city to codify and recodify its ordinances; and

WHEREAS, State law requires zoning regulations to be consistent with the general plan and therefore updating the Fontana Municipal Code ("Code") would contribute to consistency with the General Plan; and

WHEREAS, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Code through Municipal Code Amendment ("MCA") No. 25-0011; and

WHEREAS, the amendments in MCA No. 25-0011 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 25-0011 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 25-0011 are attached hereto as Exhibit "A" and incorporated herein by reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, on January 20, 2026, the Planning Commission held a public meeting on MCA 25-0011 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the amendments are exempt from CEQA pursuant to a statutory exemption under Public Resources Code Section 21080.17, and

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on January 20, 2026, and approved Resolution No. 2026-002 to recommend that the City Council approve the MCA No. 25-0011; and

WHEREAS, on February 10, 2026, the City Council held a public hearing on MCA No. 25-0011 where City Council received evidence and public testimony pertaining to the Zoning and Development Code amendments and documentation from the Planning Commission's public hearing on January 20, 2026; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 25-0011 that was presented at its public hearing on February 10, 2026; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

Section 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state ADU law.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 25-0011 accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding: **A Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**

Finding of Fact: The municipal code amendment codifies the previously approved urgency ordinance. The municipal code amendment aligns the municipal code with State of California law as it pertains to accessory dwelling units and junior accessory dwelling units. As such, the amendment will promote the General Plan goal of adequate housing to meet the needs of all residents in Fontana.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA 25-0011, which is attached hereto as **Exhibit** "**A**," and incorporated herein by reference.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after

the date of the adoption and prior to the expiration of fifteen (15) days from the passage thereof; shall be published by the City Clerk at least once in the Fontana Hearld News, a local newspaper of the general circulation, published and circulated in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

Section 6. HCD Submittal. In accordance with Government Code section 66326, the City Clerk or Planning Department is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

Section 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

Section 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 16860 Valencia Avenue, Fontana, CA 92335.

Section 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

APPROVED AND ADOPTED this 24th day of February, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 10th day of February 2026, and was finally passed and adopted not less than five days thereafter on the 24th day of February 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
Amended ADU Regulations
(Deletions are shown as ~~strike outs~~. Additions are shown as underlines.)

Sec. 30-467. Accessory dwelling units and junior accessory dwelling units.

(a) *Purpose; application.*

(1) *Purpose.* The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code~~§§ 65852.2 and 65852.22~~.

(2) *Application.* This section applies to all ADUs and JADUs for which a complete application is submitted on or after January 1, 2025. If a complete ADU or JADU application is submitted prior to that date, the applicant may elect in writing to proceed under the city's ADU regulations that were in effect at submittal; otherwise, this section governs. For purposes of this paragraph, a complete application includes an application that is deemed complete under state law.

(b) *Effect of conforming.* An ADU or JADU that conforms to the standards in this section will not be:

(1) Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

(2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

(3) Considered in the application of any local ordinance, policy, or program to limit residential growth.

(4) Required to correct a nonconforming zoning condition, as defined in subsection (c)(8) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code § 17980.12.

(c) *Definitions.* As used in this section, terms are defined as follows:

(1) *Accessory dwelling unit* or *ADU* means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

a. An efficiency unit, as defined by California Health and Safety Code § 17958.1; and

b. A manufactured home, as defined by California Health and Safety Code § 18007.

(2) *Accessory structure* means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) Reserved.

(4) *Complete independent living facilities* means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.

(5) *Efficiency kitchen* means a kitchen that includes all of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.

(6) *Junior accessory dwelling unit* or *JADU* means a residential unit that satisfies all of the following:

a. It is no more than 500 square feet <u>of interior livable</u> space in size.

b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.

c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.

e. It includes an efficiency kitchen, as defined in subsection (c)(5) above.

(7) *Livable space* means a space in a dwelling intended for human habitation. including living, sleeping, eating, cooking, or sanitation.

(8) *Living area* means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(9) *Nonconforming zoning condition* means a physical improvement on a property that does not conform with current zoning standards.

(10) *Passageway* means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

(11) *Proposed dwelling* means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(12) *Public transit* means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(13) *Tandem parking* means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

~~(14) *Total floor area* means the total floor area of the ADU or JADU, inclusive of all habitable and nonhabitable areas of the structure, including, but not limited to stairways, hallways, basements, attics, garages, storage areas, restrooms.~~

(d) *Approvals.* The following approvals apply to ADUs and JADUs under this section:

~~(1) *Building-permit only* If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:~~

a. *Converted on lot with single-family.* One ADU as described in this subsection (d)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and

2. Has exterior access that is independent of that for the single-family dwelling; and

3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

4. The JADU complies with the requirements of Government Code §§ 66333 through 66339.

b. *Limited detached on lot with single-family.* One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (d)(1)(a) above), if the detached ADU satisfies each of the following limitations:

1. The side- and rear-yard setbacks are at least four feet.

2. The total floor area is 800 square feet or smaller.

3. The peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.

c. *Converted on lot with multi-family.* One or more ADUs within portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (d)(1)(c), at least one converted ADU is allowed within an existing multi-family dwelling, up to a quantity equal to 25 percent of the existing multi-family dwelling units.

d. *Limited detached on lot with multi-family.* No more than two detached ADUs on a lot that a proposed multi-family dwellings, or up to eight detached ADUs on a lot with existing multi-family dwellings, if each detached ADU satisfies all of the following:

1. The side- and rear-yard setbacks are at least four feet. If the existing multi-family dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multi-family dwelling as a condition of approving the ADU.

2. The peak height above grade does not exceed the applicable height limit provided in subsection (e)(2) below.

3. If the lot has existing multi-family dwellings, the quantity of detached AD Us does not exceed the number of primary dwelling units on the lot.

(1)~~(2)~~ ~~*ADU permit.*~~ *Ministerial ADU and Building Permits Required.* Every ADU and JADU requires and ADU permit and a building permit. The city will review and approve permit applications in accordance with subsection (d)(3) below.

~~a. Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.~~

~~b. The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU permit processing fee is determined by the director of planning and approved by the city council by resolution~~.

(2) *Processing Fee.* The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU permit processing fee is determined by the Director of Planning and approved by the City Council by resolution.

(3) *Process and timing.*

a. *No discretion or hearing.* An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

b. Completeness.

(i) *Determination in 15 days.* The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.

(ii) *Incomplete items.* If the city's determination under subsection 0 above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

(iii) *Cure.* After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.

(iv) *Subsequent submittals.* If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.

(v) *Deemed complete.* If the city does not make a timely determination as required by this subsection (b), the application or resubmitted application is deemed complete for the purposes of subsection (d) (3)(c) below.

(vi) *Appeal of incompleteness.* An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the completeness determination and provide a final written

determination to the applicant within 60 business days after receipt of the appeal.

~~b.~~ c. *Deadline to approve or deny ministerial approvals.* The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application is deemed approved unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multi-family dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multi-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

~~c.~~ d. *Denial.* If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (d)(3)(c) above.

~~d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.~~

e. *Appeal of denial.* An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

f. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

(e)

(1) *Class 1: Statutorily Regulated*. Class 1 ADUs and JADUs are approved under Government Code section 66323. If an ADU or JADU complies with each of the general requirements in subsection (f) below, it is allowed in each of the scenarios provided in this subsection (e)(1). An ADU and JADU approved under subsection (e)(1)(a) may be combined with an ADU approved under subsection (e)(1)(b), and ADUs approved under subsection (e)(1)(c) may be combined with ADUs approved under subsection (e)(1)(d).

a. *Converted on Lot with Single-Family:* One ADU as described in this subsection 0 and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and

(ii) Has exterior access that is independent of that for the single-family dwelling; and

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

(iv) The JADU complies with the requirements of Government Code sections 66333 through 66339.

b. Limited Detached on Lot with Single-Family: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of the following limitations:

(i) The side- and rear-yard setbacks are at least four feet.

(ii) The total floor area is 800 square feet of livable space or smaller.

(iii) The peak height above grade does not exceed the applicable height limit in subsection (f)(2) below.

c. *Converted on Lot with Multifamily:* One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection 0, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.

d. *Limited Detached on Lot with Multifamily:* No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:

(i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.

(ii) The peak height above grade does not exceed the applicable height limit provided in subsection (f)(2) below.

(iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

(2) *Class 2: Locally Regulated.* Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection (e)(1) above, all ADUs are subject to the standards set forth in subsections (f) and (g) below.

~~(e)~~(f) *General ~~ADU and JADU~~ requirements.* The following requirements apply to all ADUs and JADUs that are approved under subsection (d)(1) or (d)(2) above:

(1) *Zoning.*

a. A Class 1 ADU approved under subsection (e)(1) ~~An ADU or JADU subject only to a building permit under subsection (d)(1) above~~ may be created on a lot in a residential or mixed-use zone.

b. A Class 2 ADU approved under subsection (e)(2) above ~~An ADU or JADU subject to an ADU permit under subsection (d)(2) above~~ may be created on a lot that is zoned to allow single-family dwelling residential use or multi-family dwelling residential use.

c. In accordance with Government Code § 66333(a), a JADU may only be created on a lot zoned for single-family residences.

(2) *Height.*

a. Except as otherwise provided by subsections (e)(2)(b) and (e)(2)(c) below, a detached ADU created on a lot with an existing or proposed single-family or multi-family dwelling unit may not exceed 16 feet in height.

b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multi-family dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Public Resources Code § 21155, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

c. A detached ADU created on a lot with an existing or proposed multi-family dwelling that has more than one story above grade may not exceed 18 feet in height.

d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (e)(2)(d) may not exceed two stories.

e. For purposes of this subsection (e)(2), height is measured from existing legal grade to the peak of the structure.

(3) *Fire sprinklers.*

a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

(4) *Rental term.* No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

(5) *No separate conveyance.* An ADU or JADU may be rented but, except as otherwise provided in Government Code § 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).

(6) *Septic system.* If the ADU or JADU will connect to an onsite wastewater-treatment system, include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

(7) *Owner occupancy.*

a. *ADUs.* ADUs created under this section on or after January 1, 2020, are not subject to an owner occupancy requirement.

b. *JADUs.* As required by state law, ~~all~~ JADUs are subject to an owner-occupancy requirement when sanitation facilities are shared with the primary dwelling on the site. JADUs with independent sanitation facilities are not subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property. In either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection (e)(7)(B) does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

(8) *Deed restriction.* Prior to issuance of a building permit for ~~an ADU or~~ a JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the planning department. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

a. Except as otherwise provided in Government Code § 66341, the ~~ADU or~~ JADU may not be sold separately from the primary dwelling.

b. The ~~ADU or~~ JADU is restricted to the approved size and to other attributes allowed by this section.

c. The deed restriction runs with the land and may be enforced against future property owners.

d. The deed restriction may be removed if the owner eliminates the ~~ADU or~~ JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ~~ADU or~~ JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ~~ADU or~~ JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this Code. If the ~~ADU or~~ JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of ~~an ADU or~~ a JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

e. The deed restriction is enforceable by the ~~d~~Director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ~~ADU or~~ JADU in violation of the recorded restrictions or abatement of the illegal unit.

(9) Reserved.

(10) *Building and ~~s~~Safety.*

a. *Must comply with building code.* Subject to subsection (e)(10)(b) below, all ADUs and JADUs must comply with all local building code requirements.

b. *No change of occupancy.* Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in California Building Code § 310, unless the building official or code compliance department makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (e)(10)(b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

(11) *Certificate of Occupancy Timing.*

a. *Generally.* No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.

b. *Limited Exception for State-declared Emergencies.* Notwithstanding subsection (f)(10)(A) above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:

(i) The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

(ii) The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.

(iii) The ADU has been issued construction permits and has passed all required inspections.

(iv) The ADU is not attached to the primary dwelling.

(f) *Specific ADU requirements.* The following requirements apply only to ADUs that require an ADU permit under subsection (d)(2) above.

(1) *Maximum size.*

a. The maximum size of a detached or attached ADU subject to this subsection (f) is 1,200 square feet.

b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.

c. Application of other development standards in this subsection (f), such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection (f)(1)(b) above or of an FAR, front setback, lot

coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

(2) *Setbacks.*

a. An ADU that is subject to this subsection (f) must conform to an 18-foot front-yard setback, subject to subsection (f)(1)(c) above.

b. An ADU that is subject to this subsection (f) must conform to four-foot side- and rear-yard setbacks.

c. No setback is required for an ADU that is subject to this subsection (f) if the ADU is constructed in the same location and to the same dimensions as a legal existing structure.

(3) *Lot coverage.* No ADU subject to this subsection (f) may cause the total lot coverage of the lot to exceed 50 percent, subject to subsection (f)(1)(c) above.

(4) *Passageway.* No passageway, as defined by subsection (c)(9) above, is required for an ADU.

(5) *Parking.*

a. *Generally.* One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection (c)(12) above.

b. *Exceptions.* No parking under subsection (f)(4)(a) is required in the following situations:

1. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (c)(11) above.

2. The ADU is located within an architecturally and historically significant historic district.

3. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (d)(1)(a) above.

4. When on-street parking permits are required but not offered to the occupant of the ADU.

5. When there is an established car share vehicle stop located within one block of the ADU.

6. When the permit application to create an ADU is submitted with an application to create a new single-family or new multi-family dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (f)(4)(b)(1) through (5) above.

c. *No replacement.* When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(6) *Architectural requirements.*

a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.

b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

e. The interior horizontal dimensions of an ADU must be at least ten feet wide in every direction, with a minimum interior wall height of seven feet.

f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

~~(7) *Landscape requirements.* Evergreen landscape screening must be planted and maintained between the ADU, and adjacent parcels as follows:~~

~~a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.~~

~~b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least six feet in height may be installed.~~

~~c. All landscaping must be drought tolerant.~~

~~(8)~~(7) *Historical protections.* An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.

~~(9)~~(8) *Allowed Stories.* No ADU subject to this subsection (f) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (e)(2)(D) of this section.

(g) *Fees.* The following requirements apply to all ADUs that are approved under subsections (d)(1) or (d)(2) above.

(1) *Impact fees.*

a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection (g)(1), "impact fee" means a "fee" under the Mitigation Fee Act (Government Code § 66000(b)) and a fee under the Quimby Act (Government Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

(2) *Utility fees.*

a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

b. Except as described in subsection (g)(2)(a), converted ADUs on a single-family lot that are created under subsection (d)(1)(a) above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.

c. Except as described in subsection (g)(2)(a), all ADUs that are not covered by subsection (g)(2)(b) require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

1. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.

2. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

(h) *Nonconforming zoning code conditions, building code violations, and unpermitted structures.*

(1) *Generally.* The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

(2) *Unpermitted ADUs and JADUs constructed before 2020.*

a. *Permit to legalize.* As required by state law, the city may not deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

1. The ADU or JADU violates applicable building standards, or

2. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (Section 30-467).

b. *Exceptions.*

1. Notwithstanding subsection (h)(2)(a) above, the city may deny a permit to legalize an existing, but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation

is necessary to comply with the standards specified in Health and Safety Code § 17920.3.

2. Subsection (h)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code § 17920.3.

File #: 26-0719
Agenda #: D.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP)

RECOMMENDATION:
1. Approve and authorize the City Manager to enter into Amendment No. 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Pickleball Courts at Seville Park Project (DE-24-138-SP) in the amount of $154,800.00 for a total contract amount of $360,475.

2. Approve and authorize the City Manager to enter into any future individual Professional Services Agreement Amendments with Kimley-Horn and Associates, Inc., not exceeding $36,000 for the Pickleball Courts at Seville Park Project (DE-24-138-SP).

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:
The Pickleball Courts at Seville Park Project will include the addition of four (4) or more pickleball courts within the existing Seville Park located at 16669 Seville Avenue. The City Council approved a Professional Services Agreement with Kimley-Horn and Associates, Inc. (Kimley-Horn) on July 22, 2025. The original contract scope included the design of the new courts with shade structures, fencing, lighting, and landscape improvements with a noise study for the pickleball court amenity.

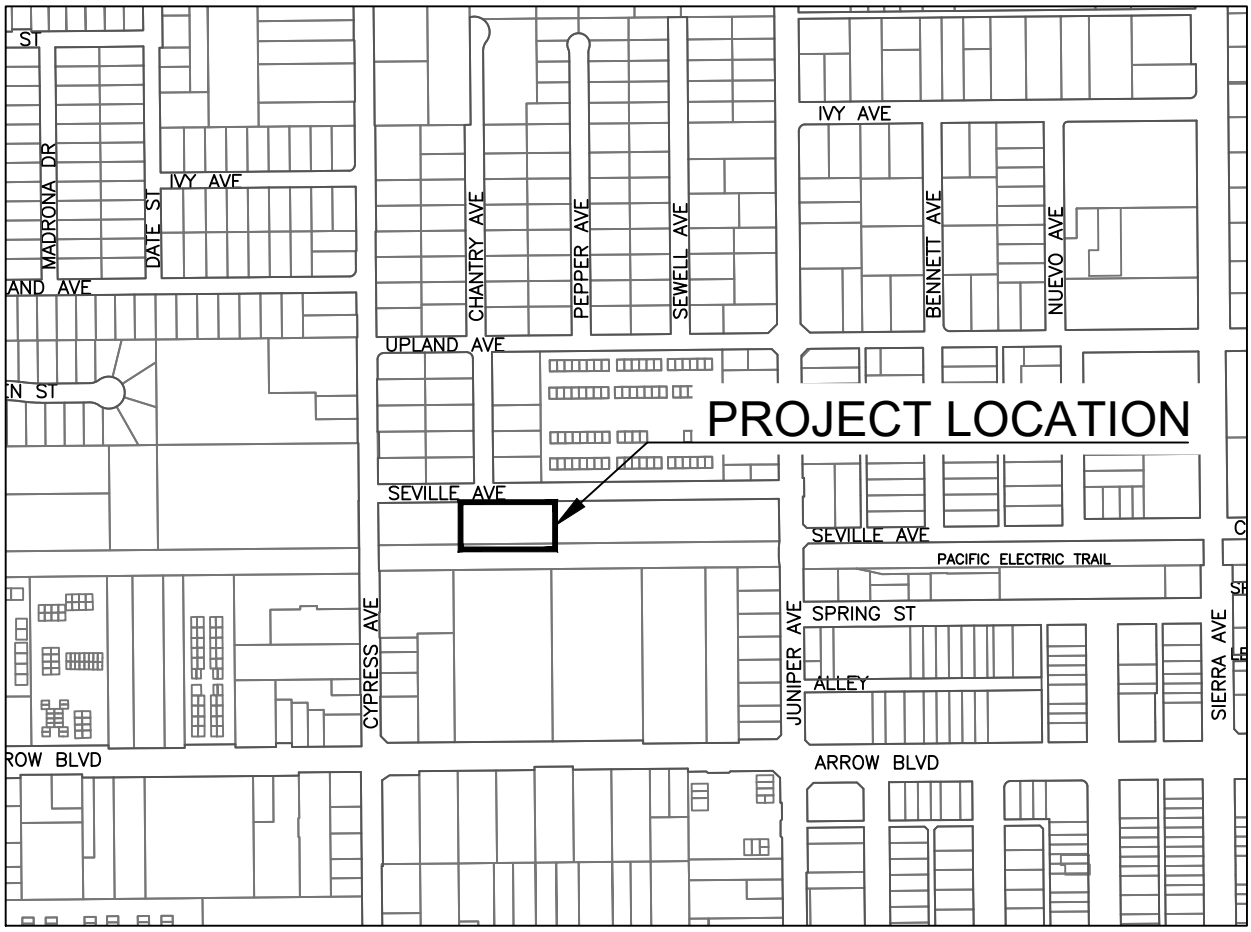
This Amendment will expand Kimley-Horn's conceptual design scope to include the entire park with conceptual designs for a new pump track, skate park, restroom building, operator's building, comprehensive ADA compliant pathways, and basketball court modifications with the pickleball courts. The noise study will also include the new proposed uses for the pump track and skate park once the concept is finalized. As a result of the expanded conceptual plan scope, the survey limits

will increase to include the entire park and both parking lots to ensure adequate ADA compliance within the design.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $154,800.00 for the full term of the Amendment. Funds are included in the Fiscal Year 2025-26 Budget in Project 37600092-604-A-8113.

MOTION:
Approve staff recommendation.

PICKLEBALL COURTS AT SEVILLE PARK PROJECT



AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT
DE-24-138-SP

BETWEEN

THE CITY OF FONTANA

AND

KIMLEY-HORN AND ASSOCIATES, INC.

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 24th day of February 2026, by and between the City of Fontana ("City") and Kimley-Horn and Associates, Inc. a corporation with its principal place of business at 401 B Street, Suite 600, San Diego, CA 92101 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Consultant. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated July 29, 2025 ("Agreement") for the purpose of retaining the services of Consultant to provide Design Services-Pickleball Courts at Seville Park "Project".

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services, increase the not-to-exceed compensation amount, and revise the term date.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

1. Services

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

3.2 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

2. Compensation

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $154,800 for this Amendment No. 1. The total compensation shall not exceed $360,475.00**.** This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.3 Amendment. Section 5 of the Agreement is hereby amended in its entirety to read as follows:

5. Term

The term of this Agreement shall expire on August 31, 2027, unless earlier terminated as provided herein. The Parties, may, by mutual written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set form the date of commencement of work.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

SIGNATURE PAGE FOR AMENDMENT NO. 1

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Gia Kim
Public Works Director / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

KIMLEY-HORN AND ASSOCIATES

By: _____
Michael Madsen

_____
Sid Lambert
Purchasing Manager

Scope Expansion Understanding

Per conversations with the Client in late October, the scope of the park project has increased to include the addition of an approximate 15,000 SF above ground skatepark (in the red area referenced in Exhibit A below), and a 20,000 SF pump track (the yellow area in Exhibit A below), to the original pickleball court scope (shown in the middle of Exhibit A below). It is assumed that the surface material for the pump track will be asphalt.

In addition to the skate park and pump track, per conversations with the Client in late December, Kimley-Horn should provide a conceptual design for the entire Seville park space. The scope will include the design and placement of a 1,000 SF operation building to serve as an operator's office, provide storage, include a sport equipment merchandise area, and public restroom. The building will also include an interior restroom for the operator's private use. The proposed park elements mentioned above are to be fenced, with their only entrance being through a main gate at the operator's building. The design will include new pathways to connect all proposed programming.

The existing restroom building will be demolished. Existing Park elements including the basketball court, playground, shade structure, and parking lots will be assessed and redesigned as needed to align with the overall park concept.

It is important to note that during demolition of the existing amphitheater, the adjacent maintenance vehicle parking area was demolished. This scope includes the design of a new maintenance vehicle parking area, and it is understood that there is flexibility in the design of this area as the driveway approach will need reconstruction for ADA compliance allowing us to shift it in one direction or the other as needed.

The City requests that Kimley-Horn's scope expand to include conceptual design of the above mentioned amenities. Full PS&E preparation in the scope will be provided only for the pickleball courts, associated fencing, associated parking, maintenance parking, and ADA compliance needs specific to the pickleball courts (Phase I). Kimley-Horn understands that the pump track, skate park, and other park enhancements will be constructed separately under a Phase II contract. Total construction budget for the full park design is $6 million dollars.

For ADA compliance concerns, it is understood that tree root removal or tree removal in its entirety can be proposed for these improvements. The Kimley-Horn team will note in the specifications and plans that all proposed tree and/or root removals must be reviewed by the Public Works Maintenance Team for assessment prior to continuing with improvements.

It is also understood that rerouting the sidewalk and introducing retaining curbs or grading will be acceptable given the expanded scope. While cost and budget are still a priority, the expanded scope does permit more flexibility in the design to ensure all future uses are accounted for with the Pickleball Court construction.

This scope does not include public outreach.

Per Exhibit A, it is understood that the park property limit is just north of the pathway in the Pacific Electric Trail. The Pacific Electric Trail is wholly owned by SBCTA and the City wants to stay out of the PE Trail property to alleviate any needs for obtaining permits or license agreements from SBCTA.



Exhibit A

Below is an outline of the Additional Services requested to be added to this contract:

***Task 1:* Expanded Topographic Survey**

Our survey team will expand the limits of their field work to include the entire area shown below in **Exhibit B.**



Exhibit B

***Task 2:* Expanded Kick-off Meeting, Data Collection, Pre-Design, & Schematic Design**

The goal of this phase will be to further investigate the project site and develop preliminary concept designs that meet the intent of the project goals and community objectives. We will evaluate the existing site conditions (i.e. topography, access, utilities, etc.), further investigate Client project requirements, identify, and evaluate existing design plans for integration, and refine the desired program elements shared by City stakeholders. We understand that no public outreach will be a part of this project. When complete, this phase will result in an overall conceptual vision for the park, including the following elements; a skatepark, pump track, operator's building, pickleball courts, maintenance parking and basketball court.

These concept plan deliverables for the park design will be electronic, and include illustrative documents that will guide future improvements. Milestone tasks and deliverables for this phase are as follows:

- Review applicable studies, concepts, existing data sources, and any other work done to

date in the interest of this project.

- Existing Park components including the existing parking, playground, and basketball courts will be assessed and discussed with City staff to confirm design direction.
- The proposed program elements noted above will be included in the project kick-off meeting with the Design team and City staff (virtual). This meeting's main objectives will be to discuss opportunities and constraints and review data received by the City from community stakeholders. The goal of the meeting will be to determine the preferred elements and style for the project elements, for all proposed amenities.

As a follow-up to the design coordination/input meeting with the City, the Design Team will evaluate comments and feedback for incorporation into a refined conceptual site plan that includes the desired integrated skatepark, pump track, operator building, pickleball courts, maintenance parking and refined existing park elements as determined during initial coordination meetings with the City stakeholders. The design concept will strive to reflect a functional feel that is both uniquely intriguing in nature and well-integrated into the neighborhood context.

This task includes one (1) meeting to review Schematic Design Plans with city staff (virtual meeting). After this review, a schematic design level cost estimate for the park design will be developed. Up to two (2) rounds of revisions will be provided to these schematic design documents.

***Task* 3: Expanded Noise Study**

In addition to the proposed pickleball courts, Kimley-Horn will expand the noise study to be inclusive of the conceptual skate park, bicycle pump track, and basketball court. Short-term reference noise levels will be collected with a Type I sound level meter for a similar bicycle pump track and skate park facility within South California. Skate park and bicycle pump track noise levels will be incorporated into the pickleball court SoundPLAN 3-dimensional noise model. Total combined noise levels will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the City of Fontana Noise Ordinance.

One round of revisions to the noise model will be provided based on feedback to the initial concept design, and the initial noise findings. The final deliverable will reflect predicted noise levels that result from the final concept design layout.

***Task 4:* Expanded Concept, Design Development, and Construction Document Scope:**

Concepts will be prepared to support concepts for the overall park design including; skatepark, pump track, pickleball courts, maintenance parking, fencing, new pathways, and redesign of existing parking lots, basketball court, and amenity areas as determined during initial meetings with City stakeholders. These 30% level plans will include the skate park and pump track layouts as shown in the concepts. The design intent will be to maintain the existing drainage patterns.

The scope will also be expanded to look holistically at the accessibility routes throughout the park, including new accessibility routes connecting all proposed park programming with associated fencing and gates. It is understood that the only accessible route constructed during Phase I will be to connect the proposed pickleball courts with the existing parking lot to the west. Phase I will also include the design of maintenance only parking spaces in a new parking lot directly adjacent to the pickleball facility.

In addition to accessibility, the scope will look at the overall park concept design elements in relation to grading and utilities to determine additional routes for connectivity and grading of the park for a cohesive site. Utility conflicts will be identified and coordinated with the placement of park facilities.

The expanded scope will be broken into three deliverable iterations, and will include rounds of comments and assumptions as noted in the original contract:

Task 4.1 Expanded Concept

The concept design will propose accessibility, fencing, grading, and utility design across all proposed amenity concepts and show proposed programming including; skatepark, pump track, operator's building, pickleball courts, maintenance parking, and refined existing park elements as needed. A concept design level cost estimate for the park design will be developed. Up to two (2) rounds of revisions will be provided to these concept design documents.

Task 4.2 Expanded Design Development

Once the final design concept drawings are approved, the team will move into design development drawings for the items that are a part of this scope, beyond the conceptual phase, as described in the scope expansion understanding above. This will include the development of the accessibility from the existing parking lot to the proposed pickleball facility, and the proposed maintenance parking area.

Task 4.3 Expanded Construction Documents

90% and 100% level construction documents will be prepared for accessibility from the existing parking lot to the proposed pickleball facility and finalize the design of the proposed maintenance parking area.

Fee and billing

Kimley-Horn will perform the services described in the above Scope of Services on a lump sum basis.

Description		
Task 1 – Expanded Topographic Survey	$22,450	LS
Task 2 – Expanded Kick-off Meeting, Data Collection, Pre-Design, and Schematic Design	$24,850	LS
Task 3 – Expanded Noise Study	$13,850	LS
Task 4 – Expanded Concept, Design Development, and Construction Document Scope	-	
Task 4.1 – Expanded Concept	$32,900	LS
Task 4.2 – Expanded Design Development	$25,250	LS
Task 4.3 – Expanded Construction Documents	$35,500	LS
Tasks 1 – 4 Total:	**$154,800**	**LS**

File #: 26-0763
Agenda #: E.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Finance

SUBJECT:
American Rescue Plan Act Expenditure Plan Quarterly Report

RECOMMENDATION:
Receive and file the American Rescue Plan Act (ARPA) Expenditure Plan quarterly report.

COUNCIL GOALS:

- Operate in a businesslike manner by improving services through the effective use of technology.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by emphasizing capital formation.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. ARPA funding of $1.9 trillion provided for $362 billion in flexible fiscal aid to state and local governments in America under the State & Local Fiscal Recovery Funds (SLFRF). The City of Fontana was allocated $50.3 million in ARPA SLFRF funds. The U.S. Department of the Treasury issued an Interim Final Rule in May 2021, and the Final Rule in January 2022, to implement the Coronavirus State and Local Fiscal Recovery Funds established under ARPA.

On March 8, 2022, the City Council approved the original ARPA Expenditure Plan (Plan). On September 13, 2022, the City Council subsequently approved a revised Plan which properly categorized existing projects per the Final Rule and eliminated projects that were determined to be ineligible. As all projects were determined eligible in concept for ARPA funding, staff has worked diligently with the City Attorney's office and HdL ECONSolutions ensuring that all project details met ARPA Final Rule requirements. Currently, all projects have received a final legal determination as to

their eligibility.

Current Plan

The current Plan reflects expenditures in four primary Federal Eligible Use Categories. and the table below reflects the current budget by category per the Treasury reporting requirements.

Federal Eligible Use Category Project	Current Plan
1) Public Health & Economic Response	
1.0 Public Health	2,388,561
2.0 Negative Economic Impacts	9,874,843
3.0 PH Negative Economic Impact Public Sector Capacity	16,327,675
2) Revenue Loss	
6.0 Revenue Replacement	10,000,000
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	
7.0 Adminstrative	51,433
4) Water, Sewer, and Broadband Infrastructure	
5.0 Infrastucture	10,726,701
5) Premium Pay	
4.0 Premium Pay	887,901
To Be Determined	
Total Programmed	**50,257,113**
Available	**-**
Total Allocation	**50,257,113**

There are no proposed plan revisions for the current reporting period. All projects have been fully obligated meaning committed by contract, purchase order, or interagency agreement as required by Treasury Guidelines as of December 31, 2024. The city must expend all SLFRF funds by December 31, 2026.

Leveraged Projects

The original Plan approved by Council included $18.0 million in projects under the Revenue Loss category. However, per the Final Rule, only $10.0 million in funding was available under the standard allowance, leaving $8.0 million in projects unfunded. To address this shortfall, the City identified ARPA-eligible projects that had initially been funded by the General Fund and reprogrammed them to be funded by ARPA instead. This reallocation freed up or leveraged General Fund resources, which were then used to cover the previously unfunded projects. The leveraged projects include a Police Department helicopter ($3.0 million) and various pavement rehabilitation projects ($5.0 million).

Plan Update

As of December 31, 2025, $46.98 million has been expended. Since all projects have been obligated

as of December 31,2024, no changes are expected at this time. Attachment B provides a brief update on each project.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item.

MOTION:
Receive and file.

ATTACHMENT A

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE
AS OF DECEMBER 31, 2025

Federal Eligible Use Category Treasury Expenditure Category	Project	Current Plan	Proposed Plan	Estimated Expenditures as of 12/31/25
1) Public Health & Economic Response				
1.0 Public Health	Metrolink Station Security Cameras	66,411	66,411	66,411
	Ventilation Upgrade for City Facilities	2,322,150	2,322,150	2,322,150
2.0 Negative Economic Impacts	Fontana Forward Grant Program	190,786	190,786	190,786
	Homelessness Prevention Resources and Care Center	6,442,229	6,442,229	6,360,455
	Park Improvements	3,241,828	3,241,828	3,072,736
3.0 PH Negative Economic Impact Public Sector Capacity	Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline)	9,842,762	9,842,762	9,842,763
	Vaccine Bonus	526,986	526,986	526,986
	Leveraged Project: Accela	3,406,636	3,406,636	3,406,636
	Leveraged Project: Fontana 311	2,398,355	2,398,355	2,075,880
	Part-Time Employee Retention	152,936	152,936	152,936
2) Revenue Loss				
6.0 Revenue Replacement	Parking Structure		10,000,000	9,999,606
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)		10,000,000		
7.0 Adminstrative	Administrative Costs	51,433	51,433	51,433
4) Water, Sewer, and Broadband Infrastructure				
5.0 Infrastucture	Cypress Storm Drain Project	7,340,000	7,340,000	4,911,636
	Data Security & Threat Detection	157,927	157,927	157,927
	Endpoint Detection & Response Solution	154,806	154,806	154,806
	Fiber to City facilities	1,773,968	1,773,968	1,530,964
	Network Detection & Response Solution	-	-	-
	Septic to Sewer	500,000	500,000	463,156
	Storm Drain Infrastructure Masterplan	375,130	375,130	375,130
	Sewer Infrastructure Masterplan	424,870	424,870	424,781
5) Premium Pay				
	Public Safety Premium Pay	887,901	887,901	887,900
	Total	**50,257,113**	**50,257,113**	**46,975,077**
	Total Unappropriated Fund Balance		**-**	
	Total Allocation	**50,257,113**	**50,257,113**	

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Administrative Costs	51,433	51,433	Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	To cover the administrative direct and indirect costs associated with the ARPA program.	Complete	Complete	51,433	Administrative costs to cover the implementation and oversight of the City's ARPA Expenditure Plan. Costs include but are not limited to City staff time, consultant services including HdL, and City Attorney costs.
Cypress Storm Drain Project	7,340,000	4,911,636	Water, Sewer, and Broadband Infrastructure	Construction of a storm drain facility along Foothill Blvd between Sierra Ave and Cypress Ave and Cypress Ave between Foothill Blvd and Orange Way to connect to the newly constructed West Fontana Channel along the Metrolink railroad track. The project also includes landscaped median on Foothill Blvd, reconstruction of AC pavement, and ADA compliant sidewalks and curb ramps upgrades.	In progress	12/31/2026	26,200,000	The project will be constructed in two phases: - Phase 1 will be on Foothill Blvd between Sierra Ave and Cypress Ave, and on Cypress Ave between Foothill Blvd and Orange Way ($19.7 million) - Phase 2 will be on Cypress Ave between Miller Ave and Foothill Blvd and on Juniper Ave between Miller Ave and Foothill Blvd ($6.5 million) ARPA funds will be used towards the first phase. Phase 2 will be constructed once funding is identified in the future. The total project cost for Phase 1 is funded by ARPA, Local Measure I, Storm Drain, and Landscape. The project opened bid on April 18. The lowest bid came in higher than anticipated. Pending additional project funding allocation, the project has begun its construction with anticipated completion in late 2026.
Data Security & Threat Detection	157,927	157,927	Water, Sewer, and Broadband Infrastructure	A software suite that integrates with our servers and Office 365 to detect, report, and alert on permissions and activity to help detect unauthorized access.	Complete	Complete	157,927	Varonis DatAdvantage software suite was deployed and is currently in use to monitor the City's file servers and Office 365 environment. Approved via consent calendar during the June 28, 2022 City Council meeting. PO #22300174. Project is completed.
Endpoint/Network Detection & Response Solution	154,806	154,806	Water, Sewer, and Broadband Infrastructure	A technology solution that would help detect, alert, and potentially respond automatically to anomalous or malicious network activity on the City's network Network: A technology solution that would help detect, alert, and respond to unauthorized activity on the staff computers throughout the City. This would fill the gap between what anti-virus software will detect and our network defenses.	Complete	Complete	154,806	Combined with Network Detection and Response solution. Purchased Arctic Wolf Managed Detection and Response (MDR) solution to monitor network traffic to alert on malicious or suspicious activity. Approved via consent calendar during the June 14, 2022 City Council Meeting. PO # 22300235. Project is completed
Fiber to City facilities	1,773,968	1,530,964	Water, Sewer, and Broadband Infrastructure	This project would run City owned fiber to our 6 facilities with leased lines, 1police substation with a leased line, 4 of our larger parks that currently have no connectivity, and 1 police substation that currently has no connectivity. This would help facilitate the use of technology at the locations (Wi-Fi, security cameras, irrigation systems, etc.).	In progress	1/31/2026	1,773,968	Sites to be connected are: Palm Court Substation, Southridge Substation, Cypress Center, Don Day Center, Heritage Center, Jack Bulik Center, Martin Tudor Park, Mary Vagle Nature Center, Bill Martin Park, Central City Park, Ralph M. Lewis Sports Complex, South Fontana Park, and Veteran's Park. The project has been advertised and scheduled to open bid on May 7. The project has been started and substantially completed. Final acceptance anticipated in January 2026.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Fontana Eats Grant Program	190,786	190,786	Public Health & Economic Response	Council approved program to grant Covid Impacted or disproportionate residents $100 to $600 depending on family size and income. On October 25, 2022, City Council approved the Fontana Eats food assistance program to provide a direct benefit to eligible households impacted by COVID-19. As of August 17, 2023, a total 406 households have received $103,512.81 in funding. In partnership with Fontana/s Social Work Action Group (SWAG) this total includes 35 individuals experiencing housing insecurities that received Fontana Eats funding as additional assistance while placed in local rapid housing.	Complete	Complete	190,786	Project details are being developed and will be presented to Council for consideration in September 2022. // Project Name Changed to: Fontana Eats // Council approved program to grant Covid Impacted or disproportionate residents $100 to $600 depending on family size and income // Total Applications Submitted: 225 // First 100 applicants to be funded mid-April. The sunset of the program commenced on or before September 30, 2023. Funds for the Fontana Eats program were exhausted, leaving a total amount of $83,440.00 remaining and any additional funds not expended after final billing from Usio Card Services, were reallocated to ARPA priority projects. This project has been completed.
Homelessness Prevention Resources and Care Center	6,442,229	6,360,455	Public Health & Economic Response	The design and construction of a homeless shelter to serve the homeless population of the City.	Leveraged	Leveraged	17,000,000	Additional funding of $9,000,000 is required and potential sources include: - County of San Bernardino-$5,000,000 - USHUD $4,000,000 Project will provide transitional housing and wrap around services (24 hour managed care) for up to 30 chronically homeless individuals as well as housing and appropriate support services for up to 16 families. This Includes the purchase of a Hotel, the Conversion Costs and 2 years of property management and utilities. Hotel has been purchased and the conversion has been completed with improvements being funded by other sources.
Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline)	9,842,763	9,842,763	Public Health & Economic Response	Per the Treasury Final Rule, the City may hire above the pre-pandemic baseline and use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline.	Complete	Complete	9,842,763	All costs associated with new positions approved by Council can be considered for this leveraged project, including but not limited to the new Police Department positions added in 2021-22 and 2022-23.
Metrolink Station Security Cameras	66,411	66,411	Public Health & Economic Response	Installation of 8 security cameras at the Fontana Metrolink station to help keep the area more secure. The station currently has no operational cameras, nor any City owned cameras.	Complete	Complete	66,411	Project is complete. Delays were due to supply chain issues.

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Leveraged Project: Accela	3,406,636	3,406,636	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.6 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	Complete	Complete	3,406,636	In 2021 the Innovation and Technology Department began efforts to improve business processes in the land management and permitting systems. During the pandemic, it became clear that paper processes were no longer an effective way of serving our residents or business partners. The city wished to replace the existing solution with an improved digital solution to meet the needs of city employees, residents, and businesses. Over the course of a year, city staff reviewed processes and gathered requirements for a new solution. A new solution was selected in late 2021 to help improve processes in the land management and permitting system space. Throughout 2022 the IT department has continued to lead this project, working alongside almost every city department to ensure the new solution will be tailored to meet the city of Fontana's needs in this space. This project has been a 3-year effort, and we are now nearing the tail-end of the project. The new, improved solution will seamlessly connect with surrounding systems, assist customers with an easy-to-use interface, ensure city employees process requests in a consistent and efficient manner, and provide dynamic insights to internal operations. The new solution went live July 2023 and has required some improvements/enhancements. This project has been completed.
Leveraged Project: Fontana 311	2,398,355	2,075,880	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.2 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	In Progress	12/1/2026	2,398,355	The City of Fontana developed and implemented the Fontana 311 system to improve communication and streamline services to its Residents and Businesses by bringing all customer interactions to one central location. The Fontana 311 system will be a one-stop shop for businesses and residents to file complaints, get answers to questions, keep residents informed and overall improve citizen engagement. The Innovation and Technology department led the project to develop this new system and was sponsored by our Communications and Marketing office. Throughout 2022 and 2023, there has been extensive work with almost every city department to ensure all city services are captured within the application. Residents will be able to call 311, use a website, or our 311 app to make that first request and then see it through to completion. The Fontana 311 system will allow staff to track requests from initiation to completion. Fontana 311 offers digital government services and makes interacting with government a much smoother process for our residents and businesses. The Fontana 311 system went live in February of 2023 and is now entering phase 2 of the project, which will bring an IVR with AI to assist our residents when they call for services. The project is in progress and is expected to be completed by December 2026.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Park Improvements	3,241,828	3,072,736	Public Health & Economic Response	Various projects needed to replace and/or upgrade aging infrastructure in our City's parks.	Leveraged	Leveraged	3,241,828	Improvements are being recommended at the following 11 parks: --Veteran's Park-installation of ballfield dugout shade structures (Completed) - Veteran's West Park -installation of new ballfield backstops Construction (Completed) - Seville Park (installation of new ADA Inclusive playground structure (Completed) - Fernandez Park -(Completed) - Bill Martin Park -Ballfield dugout shade structures and Shade structures for spectator areas(Completed) - Northgate Park (installation of playground, shade structure and ADA inclusive playground equipment- (Completed) - North Tamarind Park (installation of new jumbo park gazebo for large groups, a new ADA inclusive playground, shade structures, and rubber safety surfacing- **(Construction in progress. Est Completion: December 2025)** - Lemon Pepper Park (installation of playground shade structure(Completed) - Carmela Park (installation of playground shade structure (Completed) -Miller Park-Improvements (Completed) -Jack Bulik improvements (Completed)
Parking Structure	10,000,000	9,999,606	Revenue Loss	The project will construct a new parking structure within the parking lot of the Fontana HR Office.	Complete	Complete	15,000,000	The proposed project is to be constructed within the existing parking lot of the City's Human Resources Department Building located at 8491 Sierra Avenue, Fontana, CA 92335, and shall consist of a 4-tier parking structure. Each tier will have a footprint of approximately 130 feet by 230 feet with two vehicular entrances, one along Learner Lane and the other along Wheeler Avenue. The City anticipates the structure to include 311 vehicular parking spaces and two elevators. The intent of the structure is to serve as both public and employee parking for the civic center campus. The Design-Build contract was approved by council on June 13, 2023. The construction has been completed and accepted by City Council in September, 2025.
Part-Time Employee Retention	152,936	152,936	Public Health & Economic Response	Project includes recruitment and retention bonuses for part-time personnel.	Complete	Complete	152,936	Project includes recruitment and retention bonuses for part-time personnel with a current allocation of $250,000.
Public Safety Premium Pay	887,901	887,901	Premium Pay	Project includes public safety retention bonuses which were previously categorized as Employee Retention/Incentive as Public Health & Economic Response.	Complete	Complete	887,901	Project includes public safety retention bonuses. Project is Complete
Septic to Sewer	500,000	463,156	Water, Sewer, and Broadband Infrastructure	The project will provide septic to sewer conversion in a disadvantaged communities (DAC) area in the city.	In Progress (Staff support only)	12/31/2025(staff will continue to change until county completes construction)	2,000,000	The City will create sewer mainline construction plans on Arrow Ave between Ilex Street and Beech Ave, Cherry Avenue from Arrow Blvd to Foothill Blvd, and Beech Avenue from Arrow Blvd to Foothill Blvd per the City's Master Plan of Sewer. The Design phase has been completed. The San Bernardino County will lead construction. Staff charges will continue during the construction.

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Storm Infrastructure Masterplan	375,130	375,130	Water, Sewer, and Broadband Infrastructure	For consultant provided services in order to develop a masterplan document to forecast future infrastructure needs.	Complete	Complete	375,130	Contract with David Evans and Associates. for $375,130 was approved on October 10, 2022. Contract is being funded by ARPA. Due to staff shortage in consultant, the expected date for Council workshop is September 2024.Contract has been completed.
Sewer Infrastructure Masterplan	424,870	424,781	Water, Sewer, and Broadband Infrastructure	Storm Drain and Sewer master plans update. With completed projects and various changes since the last update, the master plans are due for an update.	Complete	Complete	424,870	Contract with Albert A. Webb Associates, Inc. for $478,502 was approved on October 3, 2022. Contract is being funding by ARPA and $53,632 from Fund 702. An addendum for $40,000 is approved by the City Council from Fund 702 to provide more detailed analysis of the Downtown Area with the funds being drawn from the Sewer Capital Projects Fund. Due to additional scope of the project, the project will be ready for a Council workshop in September 2024. As of 10/20/2025, the Contract is complete. Expenditures are being reconciled for completeness.
Vaccine Bonus	526,986	526,986	Public Health & Economic Response	Project includes a citywide vaccine bonus.	Complete	Complete	526,986	Project includes a citywide vaccine bonus. Citywide Vaccine Bonus, 40 hours per full-time employee with a current allocation of $526,986. Project ended in December 31, 2022.
Ventilation Upgrade for City Facilities	2,322,150	2,322,150	Public Health & Economic Response	Upgrades to existing HVAC equipment to provide better protection to employees from Covid-19.	Complete	Complete	2,322,150	Project went out to bid and closed August 23, 2022. Bid responses are being evaluated by Purchasing and contract will be presented to council for consideration in September 2022. Installation began January 2023 and was completed July of 2023. There were a total of 990 air purifiers installed along with 200 air monitors in a total of 20 city buildings. Project is complete
Total	**50,257,114**	**46,975,077**						

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
AS OF DECEMBER 31, 2025

Project	Recommended Amount	Expended As of 12/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
REVISED: Helicopter Purchase	3,000,000	3,000,000		This request is for an A-Star helicopter which will allow for a more available fleet and readied aircraft while one or more are down for scheduled or unscheduled maintenance. The A-Star can fly in windy conditions and eliminate the current loss of approximately 30% of hours due to inclement weather. Additionally, the upgraded program could provide for the ability to support an officer down rescue. The increased functionality of the A-Star will allow for integrated maps to support in pursuits and tactical situations; recording capabilities to assist in evidence, training, and civil litigations; the ability to fly at higher altitudes to assist in covert surveillances to aid the Narcotics Unit, Fugitive Apprehension Team, and other units in the special operations division. Additionally, the A-Star will also provide air support to the Fire District including fire patrol and real-time tactical assessments improving response times and decreasing loss of property.	5/27/2022	Funded by General Fund	3,000,000	The Airbus Helicopter was purchased and delivered in May 2022 as well as the Chopper Spotter The balance of the outstanding expenditures will be presented to Council and funding (General Fund 101) request will be submitted for approval as needed. Project details include the following: - 2011 Air Bus AS350B2 ($1,670,125) - purchased using General Fund (101) May 2022. - Chopper Spotter ($22,760) - purchased using General Fund (101) - 5 Year Impound Fees ($625,000) - General Fund (101) monies need to be requested and placed in a project as a one time payment of ($625,000). Funds were in original proposal for annual maintenance (5 yrs. x $125,000) - 12 Year Maintenance ($225,000) - General fund (101) request submitted for 1st Qtr. (2023-2024) - FY 21/22 Prorated Premium Insurance ($3,962) - General Fund (101) paid July 2022. - FY 22/23 Insurance ($47,541) Increase cost of insurance. FY 23/24 Insurance billed at the same rate of FY 22/23. Insurance premium paid from General Fund (101). - Cargo Hook Kit/Bambi Bucket ($100,000) - Currently aircraft unavailable to install equipment. Fire District/Dept will be contacted when ready to proceed with purchase. Additionally, there are on-going associated costs related to general contract increase for fuel, maintenance, storage, flight hours, and insurance premiums. The Police Department will include General Fund (101) increase request annually during budget preparation and supplement budget preparation. This project is now funded by General Fund. Remaining outstanding items to be purchased included: Remaining Impound Fees, 12 Year Maintenance, and Cargo Hook Kit/Bambi Bucket ($100,000). The aircraft is currently unavailable to install equipment. In progress- replacing helicopter engines and training.
Pavement Rehabilitation	5,000,000	Ongoing		For annual work related to the City's Pavement Management Plan.	3/1/2023	Ongoing	5,000,000	Various Pavement Rehabilitation projects, per City's 7-Year Pavement Management Plan, are currently in design and construction phases.

File #: 26-0769
Agenda #: F.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Approval of a Purchase Order with Complete Paperless Solutions for the Digitization of Microfiche/Microfilm police reports and photographs.

RECOMMENDATION:
1. Authorize the Purchasing Department 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 $163,000 for the digitization and conversion of approximately 15,000 microfiche/microfilm police reports and photographs; and

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

COUNCIL GOALS:
- Operate in a businesslike manner by improving services through the effective use of technology.

- Operate in a businesslike manner by correcting problems immediately.

DISCUSSION:
The Police Department maintains thousands of cases related to homicides and various other types of cases on microfiche/microfilm in file cabinets within the Police Department Records Unit. Over the years the microfiche/microfilm cards and tapes have aged and are deteriorating. The equipment to read the materials is outdated and difficult to locate. These challenges make it increasingly difficult for staff to access essential information while also posing long term preservations risks.

Digitizing the microfiche/microfilm records will ensure they are preserved and easily accessible within the departments Laserfiche repository. The department has used Laserfice for several years and it has proven to be both effective and reliable for long term record retention and access.

Complete Paperless Solutions has extensive experience working with local government agencies and has successfully completed similar conversion projects. The Police Department proposes to piggyback on the City of Menifee's awarded RFP and contract with Complete Paperless Solutions, which was competitively bid and follows purchasing procedures consistent with the city's

requirements.

Digitizing the Police Departments microfiche/microfilm is necessary to preserve deteriorating records and improve access through Laserfice. Staff recommends approval of the Purchase Order with Complete Paperless Solutions for a total project cost of $163,000.

FISCAL IMPACT:
The total fiscal impact for this service is $163,000 and is not include in the 2025-26 Current Budget. One-time funding is being requested as part of the 2025/2026 mid-year request/report Org # 10140491.8130.

MOTION:
Approve Staff Recommendations.

FONTANA
CALIFORNIA

BY: Complete Paperless Solutions (CPS)
5130 E La Palms Ave. #206
Anaheim, CA 92807

8/26/2025

Microfiche Scanning Services

TECHNICAL APPROACH

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

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

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

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

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

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

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

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

All scanning is done with an operator standing next to the scanner to make sure all pages are scanned accurately and to check for double feed errors. The scanners are capable of scanning Bi-Tonal Black and White, 255 Gray Scale, Full 24-bit Color. Scanner software can output the image to all major file formats. Kofax VRS Image Enhancement Software is utilized to provide the optimal quality image - De-speckling, De-

skewing, image rotation, Background suppression, Adaptive threshold, Edge enhancement, and gray tone filtering. Scanner Technicians live monitor the size, resolution and format of each document scanned using the tags/markers placed by the Document Preparation team. The files are always processed together to ensure the documents remain in the same order. Standard documents will be scanned in PDF, bi-tonal (black and White) at 300 dpi, large format documents at 300 dpi, and for documents that have been reduced, 400 dpi. Documents containing color will! Be scanned in color at 200 dpi or 300dpi, using lossless compression .JPG file formatting. Our process of creating PDF images, other file types, and indexing is as follows.

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

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

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

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

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

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

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

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

HOURLY FEE/PRICING

File Type	Price per unit	Estimated Volume	Total
Microfiche Permits	**$2.80**	**55,000**	**$154,000.00**
		Subtotal	**$154,000.00**
		Box Pickup/Delivery	**$150.00**
		Laserfiche Ingestion	**$900.00**
		Grand Total	**$155,050.00**

Document Prep (if any): $25/hour will be applied if boxes are handed to us and we need to remove mass amounts of staples, post it notes, paper clips, cropping, etc.

Data Entry/Indexing: $25/hour if additional indexing is required above and beyond file name and 2 index fields.

Pick up/delivery: $150 pickup fee with free delivery of documents when returned.

Laserfiche Ingestion: $900 for each upload which we upload all scanned images into the Laserfiche repository.

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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.

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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.;

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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.

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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.

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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.

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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.

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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

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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.

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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

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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

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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

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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

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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

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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.

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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

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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.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

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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]

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

CITY OF MENIFEE

Armando Villa, City Manager

Attest:

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

CONSULTANT

Jamie Dunn, VP of Sales

Claude Schott, CFO

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

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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)**

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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

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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 PDFA 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.

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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.

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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 PDFA 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.

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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.

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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.

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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.

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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.

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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

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Docusign Envelope ID: AB9C6426-5957-4FC6-B1B8-0E52D608A473

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

Docusign Envelope ID: AB9C6426-5957-4FC6-B1B8-0E52D608A473

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

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EXHIBIT A.

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Docusign Envelope ID: AB9C6426-5957-4FC6-B1B8-0E52D608A473

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

5130East La Palma Ave. #206

Docusign Envelope ID: AB9C6426-5957-4FC6-B1B8-0E52D608A473

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: _____

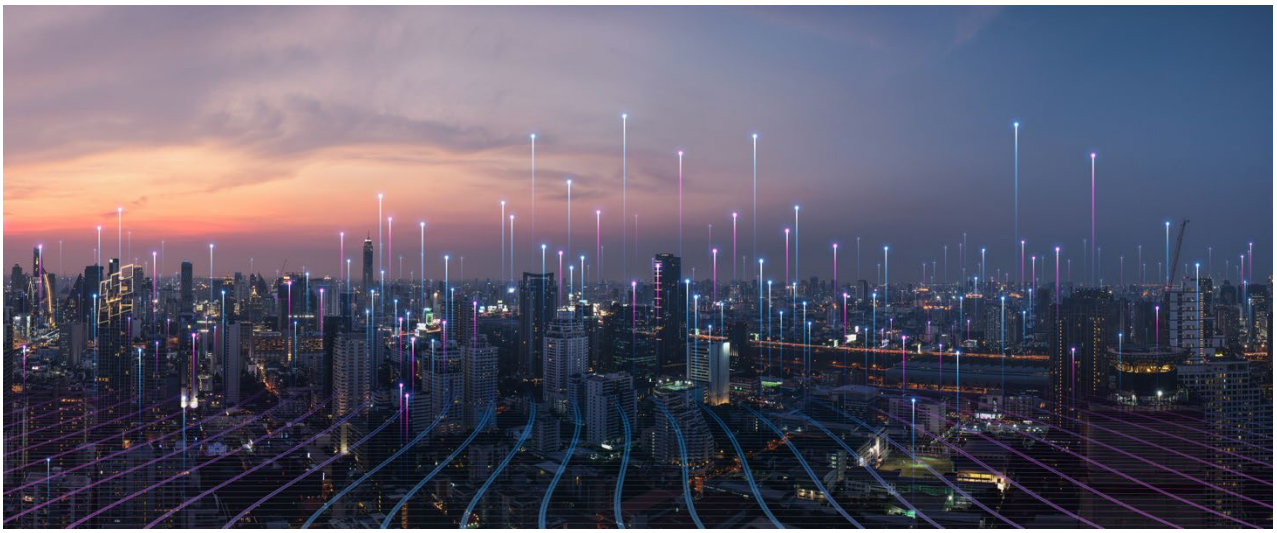
Jamie Dunn
Signed By

Jamie Dunn VP of Sales
Print Name Title

FONTANA
CALIFORNIA

Fiche/Film Scanning – Police Department

DATE: 1/13/2026
EXPIRES: 4/12/2026



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 special 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 perform to the 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.

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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 prices 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
Microfiche			
B/W Microfiche Conversion	**12,000**	**$2.80**	**$33,600.00**
Advanced Indexing with Manual Split	**285**	**$40.00**	**$11,400.00**
Microfilm			
B/W Microfilm Conversion	**650**	**$100.00**	**$65,000.00**
Advanced Indexing with Manual Split	**1,300**	**$40.00**	**$52,000.00**
Pick up/Delivery	**1**	**$100.00**	**$100.00**
Laserfiche Ingestion per instance	**1**	**$900.00**	**$900.00**
		Estimated Subtotal	**$163,000.00**

Document Prep (if any): $40/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: $40/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:

_____ _____

File #: 26-0770
Agenda #: G.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Approve the Sole-Source purchase with Motorola Solutions for the upgrade, installation, and service agreement of the License Plate Camera Project.

RECOMMENDATION:
1. Authorize procurement of the Automated License Plate Reader (ALPR) from Motorola Solutions utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Single Source/Sole Source.

2. Approve the purchase of the Motorola Solutions upgrade, installation, and service agreement for the ALPR in the amount of $1,052,673.97.

3. Approve and authorize the City Manager to approve the purchase and agreement with Motorola Solutions and any necessary change orders to complete the project not to exceed 10% of the award amount.

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Operate in a businesslike manner by improving services through the effective use of technology.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:
In 2017, Vigilant Solutions, now Motorola, was awarded a contract to install Automated License Plate Reader (ALPR) cameras throughout the City of Fontana. The initial deployment was completed in three phases. Several cameras installed during Phases One and Two now require replacement due to damage caused by environmental conditions. Additionally, the Phase One and Two cameras will no longer be supported after March 2026, as the technology has advanced, and replacement parts are becoming increasingly difficult to obtain.

ALPR cameras are a critical investigative tool for the Police Department, providing timely and reliable vehicle information to assist with a wide range of criminal investigations. Due to the existing infrastructure and system design, Vigilant/Motorola cameras are considered a sole-source solution. These cameras are specifically designed for multi-lane intersections and feature wide-angle capabilities that allow for the capture of multiple lanes of traffic, unlike other camera systems used in different locations throughout the city.

All replacement cameras, wiring, software, and associated components will be installed by Motorola or its approved vendors. The proposed equipment is fully compatible with the Phase Three ALPR cameras from the original installation, ensuring system continuity and operational consistency.

Motorola has submitted Quote No. 3448566 in the amount of $1,052,673.97. This cost includes camera hardware, extended warranties, licensing fees, and other associated items as detailed in the quote. The Police Department recognizes the ALPR system as a valuable asset and seeks to maintain uninterrupted access to ALPR data while remaining fiscally responsible.

FISCAL IMPACT:
A request in the amount of $1,100,000 from Federal Asset Seizure Funds (fund 223) is included in the 2025/2026 mid-year report. Funds to be appropriated to project number 40100007-223-A-8130. Should service demands exceed budgeted amounts, additional funding may be requested through the appropriate budget adjustment process.

In fiscal year 2031/2032, the department will be requesting an increase of $48,000.00 recurring funds for Innovation and Technology to cover projected inflationary increases related to camera licensing and software subscriptions. These funds will be incorporated into the budget upon confirmation that the cameras will continue to be utilized.

MOTION:
Approve Staff Recommendations.

MOTOROLA SOLUTIONS







FONTANA POLICE DEPT

01/06/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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Shipping Address:
FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
US

Quote Date:01/06/2026
Expiration Date:03/07/2026
Quote Created By:
Harrison Cutler
Harrison.Cutler@
motorolasolutions.com
858-864-3660

End Customer:
FONTANA POLICE DEPT

Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	Fixed / Dual LPR System Purchase						
1	VSB-50876	VSF-025-L5F-L5F 25MM FXD KIT W CBL	78		$6,495.00	$0.00	$0.00
2	VSM-56160	LINUX COMMS BOX USING VIP5211	37		$3,295.00	$3,295.00	$121,915.00
3	CDFS-HWW	FIXED CAMERA LPR SYSTEM EXTENDED HARDWARE WARRANTY - VALID FROM STANDARD WARRANTY EXPIRATION	78	4 YEARS	$1,680.00	$1,680.00	$131,040.00
4	BCAH1WW	VIGILANT FIXED CAMERA COMMUNICATIONS BOX - EXTENDED HARDWARE WARRANTY - FOR ADDITIONAL YEAR	37	4 YEARS	Included	Included	Included
5	VS-DLF-01	DEVICE LICENSE FEE	78	5 YEAR	$2,374.80	$2,374.80	$185,234.40
6	VSD-50016	L5F-CAMERA-CBL-60FT-THIN L5F CABLE 60FT	20		$450.00	$112.50	$2,250.00
7	LSV07S04314A	Remote Monitoring	78	5 YEARS	$364.80	$0.00	$0.00
8	LSV07S04746A	LPR ONSITE RESPONSE & REPLACEMENT	1	5 YEARS	$455,100.00	$455,100.00	$455,100.00
9	PDS-LPR-SS	PROJECT DELIVERY SERVICES-LPR	1		$40,860.00	$34,731.00	$34,731.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	HRDWR-INST-SS	HARDWARE INSTALLATION	1		$53,437.50	$45,421.88	$45,421.88
11	VSM-48881	VS-FX-UNI-POLE-WALL-ASSY POLE MNT	78		$350.00	$87.50	$6,825.00
	L5M Mobile System Purchase						
12	VSM-44901	CAM-MNT-FLAT-ASSY-SET FLAT CAM MNT SET	20		$150.00	$0.00	$0.00
13	CDMS-HWW	MOBILE LPR CAMERA KIT EXTENDED HARDWARE WARRANTY - VALID FROM STANDARD WARRANTY EXPIRATION	20	4 YEARS	$1,680.00	$0.00	$0.00
14	VS-DLF-01	DEVICE LICENSE FEE	20	5 YEAR	$2,374.80	$0.00	$0.00
15	VSB-54095	CDM-4-2234L5M 8 8 12 16 L5M CAM W VLP	5		$14,000.00	$0.00	$0.00
16	HRDWR-INST-SS	HARDWARE INSTALLATION MOBILES	1		$15,918.24	$13,530.50	$13,530.50
	Miscellaneous Items						
17	VSB-50876	VSF-025-L5F-L5F 25MM FXD KIT W CBL	4		$6,495.00	$0.00	$0.00
18	VSM-56160	LINUX COMMS BOX USING VIP5211	4		$3,295.00	$0.00	$0.00

Subtotal	$1,768,125.54
Total Discount Amount	$772,077.76
Estimated Tax	$56,626.19
Grand Total	**$1,052,673.97(USD)**

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$224,673.38
Upfront Subscription Fee		
Fixed / Dual LPR System Purchase	Annually	$160,826.88
L5M Mobile System Purchase	Annually	$0.00
Sub Total:		**$385,500.26**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
Fixed / Dual LPR System Purchase	Annually	$160,826.88	$160,826.88
L5M Mobile System Purchase	Annually	$0.00	$0.00
Year 3 Subscription Fee			
Fixed / Dual LPR System Purchase	Annually	$160,826.88	$160,826.88
L5M Mobile System Purchase	Annually	$0.00	$0.00
Year 4 Subscription Fee			
Fixed / Dual LPR System Purchase	Annually	$160,826.88	$160,826.88
L5M Mobile System Purchase	Annually	$0.00	$0.00
Year 5 Subscription Fee			
Fixed / Dual LPR System Purchase	Annually	$128,066.88	$128,066.88
L5M Mobile System Purchase	Annually	$0.00	$0.00
Sub Total:			**$610,547.52**
Grand Total System Price (Inclusive of Upfront and Annual Costs)			**$996,047.78**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

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Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

- This quote contains items with approved price exceptions applied against them.
- • This Quote is subject to the terms and conditions of the Motorola Solutions Customer Agreement ("MCA") located at the following web address: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html . Fontana Police Department may accept this Quote by providing Motorola with a signed purchase order that specifically references "PO is subject to Motorola's Quote-3448566 and the terms and conditions of the MCA linked in Quote-3448566."
  - The Contract Price in U.S. dollars is $1,052,673.97
  - Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the Upfront Costs and Year 1 Subscription fee will be in accordance with the following milestones.
    1. 50% of the Contract Price due upon Contract Execution (due upon effective date); and
    2. 50% of the Contract Price due upon Final Acceptance.
  - For Years 2-5 Subscription fee and optional maintenance (if elected for purchase) Motorola will invoice Customer annually in advance of each year of the plan.
  - If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).
  - Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract

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requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

- Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

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L5M MOBILE SYSTEM SOLUTION DESCRIPTION

L5M MOBILE SYSTEM



The L5M Mobile Camera System stands out with its industry-leading image sensor, delivering unparalleled low-light performance and precise license plate, make and model recognition. Its global shutter ensures clear capture of high-speed vehicles, while its seamless integration with our advanced software suite, VehicleManager, enables comprehensive data analysis and robust management tools, setting a new standard for law enforcement and security operations.

Key Features and Benefits:

- **Superior Detection Capabilities**: The L5M Mobile System leverages dual high-quality color and infrared (IR) sensors with dedicated lenses and IR illumination, ensuring the clarity of license plates even at speeds up to 150 MPH. AI-powered make and model identification and ONVIF-compliant video streaming enhance data accuracy and breadth.
- **Enhanced In-Car User Experience**: CarDetector Mobile software provides audio and visual alerts for hot-listed vehicle detections and allows seamless, in-car investigations. The interface is designed for a familiar, efficient user experience and integrates seamlessly with other Motorola products.
- **Flexible Deployment Options**: The L5M Mobile System can be configured with various lenses for 4 to 85-foot scan distances and mounted in multiple positions on vehicles. The VIP processor supports up to four cameras, enabling continuous scanning at up to 60 FPS. Quick activation via CarDetector Mobile and constant connectivity with GPS and LTE ensure reliable performance.
- **Durable and Low Maintenance**: IP68-rated for harsh conditions, the L5M Mobile System withstands shock, vibration, extreme temperatures, and inclement weather. It is designed for year-round use and includes automatic updates to ensure the latest features and optimal performance.
- **Advanced-Data Management**: Integrating with VehicleManager, the L5M Mobile System facilitates detailed searches, hot list management and advanced analytics on billions of LPR records. The system offers transformative vehicle location intelligence while maintaining industry-leading data control and program success security standards.
- **High-Speed, High-Traffic Performance**: Designed for high-speed, high-traffic environments, the L5M Mobile System captures precise, reliable license plate data, enhancing the effectiveness of law enforcement and security operations.

Deploy the L5M Mobile System to enhance your LPR capabilities with superior image quality, flexible deployment, and advanced data management and analytics, ensuring reliable performance in any environment.

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L5F SOLUTION DESCRIPTION

L5F CAMERA SYSTEM



The L5F License Plate Recognition Camera System sets a new standard in precision scanning for high-speed, high-traffic roadways, capturing clearer images at greater distances than ever. With state-of-the-art sensors and seamless integration with VehicleManager or VehicleManager Enterprise, the L5F provides a comprehensive fixed solution that delivers real-time alerts, comprehensive searches, and advanced analytics, enhancing community safety and generating revenue.

Key Features and Benefits:

- **Enhanced Image Quality**: Equipped with advanced color and infrared sensors, the L5F captures crystal-clear scans in bright and low-light conditions at over 30 frames per second per sensor, ensuring reliable performance in various environmental conditions.
- **Versatile Deployment**: The L5F offers a wide array of focal length options and an IP67 rating, allowing it to be deployed in diverse and challenging locations. This ensures consistent high-quality data collection wherever it's needed.
- **Comprehensive Data Management**: Easily create and manage hotlists and receive immediate notifications and alerts. The L5F simplifies system management and provides comprehensive searching and reporting capabilities, making it easier to locate vehicles of interest.
- **Advanced Software Integration**: Seamlessly pair the L5F with VehicleManager for law enforcement, VehicleManager Enterprise for enterprise solutions or ClientPortal for parking. These integrations offer advanced vehicle location analytics, parking enforcement tools, secure data sharing, and third-party integration, maximizing the utility of your LPR data.
- **High-Speed, High-Traffic Performance**: Designed to perform on high-speed, high-traffic roadways, the L5F ensures accurate and reliable license plate recognition, even in fast-paced environments, providing crucial data for safety and enforcement purposes.
- **Reliable and Durable**: With its IP67 rating, the L5F is built to withstand harsh weather conditions and challenging environments, ensuring long-term reliability and minimal maintenance.

Deploy the L5F to elevate your LPR capabilities with a system designed for superior image quality, versatile deployment, and advanced data management and analytics

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LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

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The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

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- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location (“Site”), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

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- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

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Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

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Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

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CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

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Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Fontana Police Department
LPR System Service Plan

February 3, 2026

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Section 1

Overview and Definitions

1.1. Overview

This document presents the deliverables, role, and responsibilities of Motorola and Customer in the delivery of a comprehensive Service Plan for Customer's License Plate Recognition (LPR) Camera and Vehicle Intelligence System.

The LPR Service Plan consists the following interlinked elements:

- LPR Camera Remote Monitoring. The operating status of fielded LPR cameras is monitored remotely from Motorola's Network Operations Center (NOC). Upon detection of a camera issue, the NOC and Motorola Technical Support assess the issue and determine resolution actions.
- Onsite Response. In the event that an LPR system element experiences an issue that cannot be remotely resolved, a field service technician is dispatched to address the incident on site.
- Preventive Maintenance. In order to proactively identify potential developing issues, LPR sites are inspected on a set cadence to verify the ongoing physical integrity of the equipment.

The LPR Service Plan scope is applied to the equipment enumerated in this document, under "Covered Equipment".

1.2. Definitions

1.2.1. Centralized Managed Support Operations

The cornerstone of Motorola's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk, technical support teams, and the Network Operations Center (NOC). The CMSO is staffed 24/7 by experienced personnel, including service desk specialists and product support specialists.

The Service Desk provides a single point of contact for all service-related items, including communications between the Customer, Motorola, and third-party subcontractors. The Service Desk processes service requests, service incidents, and change requests. The Service Desk dispatches field resources and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola case management system.

The Service Desk and NOC coordinate with the field service teams that serve the Customer locally.

1.2.2. Field Service

Motorola authorized and qualified Field Service Technicians perform on-site activities, field repair, and preventive maintenance tasks as contracted. These technicians are integrated with the Service Desk

and with Technical Support teams and Product Engineering as required to resolve repair and maintenance requests.

1.2.3. Customer Support Manager

A Motorola Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM monitors that committed deliverables are executed per the statement of work, and is the Customer's advocate in our service relationship.

The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this SOW by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the services.

1.2.4. Customer Hub

Customer Hub is an online web portal that enables Customer representatives to:

- Electronically submit incidents and service requests to the Service Desk
- View and update incident case information and status

The portal is accessed from a desktop, laptop, tablet or smartphone web browser.

Section 2

LPR Remote Monitoring Service Statement of Work

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement and applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

2.1. Overview

The LPR Remote Monitoring service provides Motorola Solutions' Network Operations Center ("NOC") with operational status of Customer's LPR cameras, enabling the NOC to provide proactive technical support response to defined alerts from the Customer's camera system. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

2.2. Description of Service

This service is made up of two main components:

1. Upon initial purchase of this Service, Motorola Customer Representatives will onboard the Customer to receive service.
2. The alerts will be monitored and responded to by the NOC.

Alerts will be generated based on the health status of the camera. These alerts may be tied to events like a camera losing power or not recording detections after a defined period of time.

2.3. Scope

Remote Monitoring service will provide a response to detected health status alerts. The NOC will begin the standard troubleshooting process on the system directly and initiate the appropriate next steps.

2.4. Motorola Solutions Responsibilities

- Verify connectivity and event monitoring prior to system acceptance or start date of the Service.
- Once alerted, create an incident, as necessary. Gather information to perform the following
    - Describe the event
    - Assign and track the incident to resolution (if applicable)
- Electronically transmit the Incident ticket to the Customer.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Upon request, provide updates on incident resolution to the Customer.
- The NOC will attempt to resolve the incident remotely, in collaboration with Customer.
- If the incident cannot be remotely resolved, the NOC will dispatch a Motorola on-site technician,

provided on-site service has been contracted by Customer.

2.5. Customer Responsibilities

- Provide internet or LTE connectivity for the camera(s) included in this service, unless otherwise provided as agreed upon by Motorola Solutions.
- Purchase camera licenses for any cameras covered by this service.
- Provide access to the camera as needed for troubleshooting efforts.
- Provide continuous utility service to any Motorola Solutions supported equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions supported equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a Customer Support Plan (CSP), including:
    - Incident notification preferences and procedure
    - Repair verification preference and procedure
    - Database and escalation procedure forms
- Submit timely changes in any information previously supplied to Motorola Solutions and included in the CSP.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, moving (including installing/reinstalling/deinstalling) cameras, and taking down part of the system to perform maintenance. All such changes must be communicated through the opening of a Change ("CRQ) ticket with the NOC.
- Allow Motorola Solutions field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions, or if Customer-provided network connectivity is not capable of supporting consistent heartbeat event transmission. Additional fees may be necessary to resolve an issue, based on the exclusions above.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.

2.6. Limitations and Exclusions

The following activities are outside the scope of the LPR Remote Monitoring service:

- Motorola Solutions will not monitor alerts from any elements outside of the Customer's identified LPR solution, or monitor infrastructure provided by a third party, unless specifically agreed upon in writing. Monitored elements must be within the Motorola LPR Solution and capable of sending alerts to the monitoring platform.

- Customer shall inform Motorola Solutions of any changes made to the Motorola Solutions System. Motorola Solutions is not responsible or liable for Services necessary due to such changes. Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions.
- Monitoring of network transport, such as WAN ports, WAN Cloud and redundant paths, unless provided by supplemental service outside this standard scope.
- On-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- System installations, hardware upgrades and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.
- Customer-provided or third-party equipment, services or software not provided by Motorola.

2.7. Response Times

In the event of an incident, a ticket is opened. Motorola Solutions will provide an initial response during normal business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the CMSO Service Desk. Motorola's response time will be based on the Customer's local time zone.

Upon ticket opening, the CMSO Service Desk and Technical Support will determine if a replacement camera and/or other ancillary equipment will be required to resolve the incident. Motorola will then notify Customer of such determination.

If LPR on-site service is contracted, the NOC will transfer the incident to a Motorola field service technician to continue restoral actions, in accordance with the on-site statement of work.

Section 3

LPR Onsite Response and Replacement Service Statement of Work

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement and applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

3.1. Overview

The LPR Onsite Response & Replacement Service ("LPR Onsite Service") provides incident management for onsite technical service requests. The service is delivered by Motorola's Centralized Managed Support Operations ("CMSO") in cooperation with a local service provider.

3.2. Description of Service

The Motorola CMSO team will receive and manage a request that requires in-field support. The initiator of this request may be Customer or Motorola's NOC (for incidents generated by the LPR Remote Monitoring Service).

The Field Service Technician, dispatched and coordinated by Motorola, will travel to the Customer's location to restore a malfunctioning camera system in accordance with the Response Times stipulated in this SOW.

Motorola will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the Field Service Technician until incident closure.

3.3. Inclusions

LPR Onsite Service is provided for Motorola-manufactured equipment, specifically the L5F, L6D, and L6Q camera and associated ancillary components.

3.4. Motorola Solutions Responsibilities

- Receive service requests.
- Dispatch a Field Service Technician, as necessary and in accordance with Motorola standard procedures, and provide the technician with the necessary incident information.
- Provide the Field Service Technician access to relevant Customer information, as needed.
- The Field Service Technician will perform the following
    - Evaluate the Customer's environment and equipment to determine the source of the issue. This may result in restoration of camera functionality without replacement.
    - If necessary, replace defective LPR equipment, using a Customer-provided replacement device. In the event that a replacement unit is not on-hand, repair will be postponed until

a replacement unit can be sourced.
    - If the defective LPR equipment is covered under warranty, the Motorola Field Servicer will initiate a warranty claim, filing a Return Material Authorization (RMA), on behalf of Customer, to secure a replacement device.
    - If Customer has established a spare pool of equipment that may be used to effect replacement of a faulty device, the Motorola Field Service Technician will use the spare pool to effect device restoration.
    - Update the component with the latest Firmware and/or Software updates and confirm updates.
- Technician will be equipped with the tools and documentation needed to perform the work and will supply ancillary minor materials and minor parts required to perform the service.

3.5. Customer Responsibilities

- Site Conditions:
    - All sites shall be accessible by standard vehicles
    - Camera equipment shall be accessible using a standard, 14-foot A-frame ladder
    - Camera equipment shall be accessible using a 40-foot bucket truck, if needed
- Prior to start date, provide Motorola with the information needed to complete the Customer Support Plan (CSP)
- As part of service onboarding, establish a Maintenance User Account (username/login) in VehicleManager and provide it to the responding Motorola field service technician, to be utilized by the technician in effecting camera configuration as needed.
- Submit timely changes to any information, previously supplied to Motorola, which is needed for Motorola to perform the service.
- If Customer establishes a spare pool of equipment to be used by Motorola for camera system service restoration, Customer and Motorola will mutually agree on a storage location that will enable the Motorola Field Service Technician to effect field repair/restoration in a timely and efficient manner (i.e. minimizing return trips to faulty sites). Customer agrees to review with Motorola, from time to time, the content of the spare pool, and to augment the spare pool as needed to maintain a mutually agreed upon efficient repair/restoration process.
- Provide the following information when initiating a service request:
    - Serial number of Camera
    - Assigned System ID number
    - Problem description and site location
    - Other pertinent information requested by Motorola to open an incident
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- Provide a primary onsite contact to be available, as needed, to the Motorola technician.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- Permits, Traffic Control, and Safety
    - Secure permits and local licensing associated with Public Safety
    - Procure and coordinate traffic control needed to perform the service
    - Procure, coordinate, or staff safety personnel and equipment

- Provide site escorts, if required.
- Procuring any electrical or utility work that may be required to restore operation of the equipment
- Provide Field Service Technician with prompt and safe access to equipment. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use and maintenance of the Products and Services. Customer is responsible for providing a security detail to facilitate a safe working environment, at Motorola's request, while a Motorola employee or servicer/subcontractor is conducting on-site demonstrations, installations or site walks. If Motorola or Customer identifies any deficiencies or non-conformities in the Site, Customer will promptly remediate such issues or the Parties will select a replacement Site.
- In the event that Motorola agrees in writing to provide supplemental LPR Onsite Service to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola to provide the service. All services provided by Motorola in this case are provided AS IS with no warranties or representations. Additionally, Motorola disclaims all liability for any claims related to supplemental services and third-party elements.

3.6. Limitations and Exclusions

The following items are excluded from this service:

- All Motorola-manufactured equipment beyond the post-cancellation support period.
- Any technical service requests related to third-party equipment or software, including Broadband Services and related hardware.
- Physically damaged equipment.
- Accessories and consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- Retrieval of video/data from malfunctioning LPR Cameras.
- Construction related services and poles.
- Any fees or expenses not explicitly included under Motorola Responsibilities, including but not limited to parking, stemming from road closure and positioning of equipment needed to perform the services.
- Any relocation of equipment.
- Non-standard configurations, customer-modified equipment, and certain third-party equipment, software or solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Any services and replacements during unsafe conditions, including but not limited to Acts of God, Natural Disasters and unsafe weather and site conditions

3.7. Response Times

Field service is provided during normal business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the CMSO Service Desk. Motorola's response time will be based on Customer's local time zone.

Field Service Technician will arrive on-site within five (5) business days of initial dispatch. This time may be extended by mutual agreement, in the event that Customer requires more time to arrange traffic control or a replacement unit is not on-hand to restore the affected camera.

Section 4

LPR Preventive Maintenance Service Statement of Work

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement and applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

4.1. Overview

Preventive Maintenance for L6Q, L5F, L6D, and L5M camera systems ensures that the Customer's camera system remains in proper functioning order throughout its life.

4.2. Description of Service

Preventive Maintenance provides onsite operational tests and maintenance on the Customer's LPR camera system to ensure the equipment is functioning to Motorola Solutions specifications.

4.3. Inclusions

Preventive Maintenance will be scheduled with the customer on an annual basis (one time in a one-year service contract cycle) and performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

4.4. Motorola Solutions Responsibilities

- Define an initial schedule with the Customer at the start of the contract year. Changes shall be mutually agreed upon.
- Undertake commercially reasonable efforts to schedule the preventive maintenance work at all sites in a continuous and uninterrupted sequential fashion, with the aim of completing the entire preventive maintenance cycle within a mutually agreed defined period.
- Notify the Customer of any planned system downtime needed to perform the service.
- Open a case, classed as a "Change Request" (CHG), with Motorola Support to notify of the onsite visit and Preventive Maintenance activity taking place at the Customer Site.
- Field Service Technician will inspect the items listed in the table below.
- Maintain communication with the Customer as needed until completion of the Preventive Maintenance.
- Determine, in its sole discretion, when a finding requires additional onsite support beyond the services described in this SOW, and notify the Customer of an alternative course of action.

Additional costs may apply. For findings requiring additional technical support, the Field Service Technician will assist in opening an incident with the Motorola Solutions Technical Support team
- Provide the Customer with a report of the maintenance outcomes along with any recommended actions. Time allotment for report completion is to be mutually agreed.

4.5. Customer Responsibilities

- Provide preferred schedule for Preventive Maintenance to Motorola.
- Undertake commercially reasonable efforts to schedule the preventive maintenance work for all sites in a continuous and uninterrupted sequential fashion, with the aim of completing the entire preventive maintenance cycle within a mutually agreed defined period.
- Site Conditions:
    - All sites shall be accessible by standard vehicles
    - Camera equipment shall be accessible using a standard, 14-foot A-frame ladder
    - Camera equipment shall be accessible using a 40-foot bucket truck, if needed
- Authorize and acknowledge any scheduled system downtime.
- As part of service onboarding, establish a Maintenance User Account (username/login) in VehicleManager and provide it to the responding Motorola Field Service Technician, to be utilized by the technician in effecting the service.
- Provide Motorola Solutions with requirements necessary for access to secure facilities. Maintain periodic backup of databases, software applications, and firmware.
- Permits, Traffic Control, and Safety
    - Secure permits and local licensing associated with Public Safety
    - Procure and coordinate traffic control needed to perform the service
    - Procure, coordinate, or staff safety personnel and equipment
- Provide site escorts, if required, in a timely manner.
- Procuring any electrical or utility work that may be required to restore operation of the equipment
- Establish and maintain a suitable environment (heat, cooling, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- In the event that Motorola Solutions agrees in writing to provide supplemental Preventive Maintenance to third-party elements provided by Customer, Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service. Motorola will not be held responsible for any requested and conducted maintenance to third party elements as it relates to warranties.
- For LPR Cloud customers, Customer is responsible for providing, configuring, and maintaining their equipment to connect to the cloud instance. Motorola will have no liability for Customer's failure to do so. Motorola will not uninstall or reinstall.
- Customer's failure or delay to perform its responsibilities may result in delays or Motorola's inability to perform its obligations under this SOW. Motorola will not be liable for any such delays or performance limitations.

4.6. Limitations and Exclusions

The following items are excluded from this service:

- All Motorola-manufactured equipment beyond the post-cancellation support period.
- Any technical service requests related to third-party equipment or software, including Broadband Services and related hardware.
- Physically damaged equipment.
- Accessories and consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- Retrieval of video/data from malfunctioning LPR Cameras.
- Construction related services and poles.
- Any fees or expenses not explicitly included under Motorola Responsibilities, including to but not limited to parking, stemming from road closure and positioning of equipment needed to perform the services.
- Any relocation of equipment, deinstallation or installation of LPR cameras.
- Non-standard configurations, customer-modified equipment, and certain third-party equipment, software or solutions.
- Any WiFi Access Points, routers, switches, firewalls, other network related products.
- Network transport link performance verification.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Any services and replacements during unsafe conditions, including but not limited to Acts of God, Natural Disasters, and unsafe weather and site conditions.

4.7. Preventive Maintenance Tasks

The Preventive Maintenance service will inspect the following, as applicable.

Preventive Maintenance Checklist		
Camera	Firmware	Confirm most current firmware version is loaded on the LPR camera.
	Field of View	Verify field of view is properly capturing plate reads consistently.
	Lens Cleaning	Clean the lens carefully with ammonia-free glass cleaner and a microfiber cloth to maintain image quality.
	Lens Cover Condition	Verify the lens cover or shield is free of scratches, fogging, or other issues impacting image quality.
	Camera Housing	Inspect the camera housing for cracks, dents, or damage affecting weather resistance.
Cables	Cables Condition	Inspect all exposed cables for wear, cracking or fraying, particularly in high UV or moisture areas.
	Connectors	Inspect connectors on both ends of camera cable for

Preventive Maintenance Checklist		
		signs of corrosion or wear, to ensure reliable connections.
	Weatherproof Seals	Check that all seals and gaskets are intact, preventing water or dust ingress.
Enclosure (L5F Only)	Communications Box	Confirm no water ingress and check for any signs of pest intrusion.
		Visually inspect all connection points inside the enclosure for power and data transmission for signs of corrosion or deterioration.
Edge Compute Appliance (L5F/L5M Only)	VLP/VIP Processor	Visually inspect all connection points on the VLP/VIP for power and data transmission for signs of corrosion or deterioration.
	Firmware	Confirm most current Firmware version is loaded on the VLP/VIP.
Brackets	Corrosion Check on Metal Parts	Examine all metal parts, including mounting screws and brackets, for signs of rust or corrosion, especially in high-humidity or salt-air environments.
	Mounting	Inspect mounting brackets (bolts, ram ball, steel strapping, etc.) for a secure and stable install.
		For magnetically mounted devices, visually inspect the mag-mount for signs of rust or corrosion.

Note: Adhering to this preventative maintenance plan, including proper lens care, will enhance the reliability and durability of the camera systems. This plan ensures each camera performs optimally in various environmental conditions while minimizing downtime and maintenance costs.

4.8. Preventive Maintenance Delivery

Preventive Maintenance is to be scheduled during normal business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the field servicer. Scheduling will be based on Customer's local time zone.

In the event that traffic control/lane closure is needed to perform the preventive maintenance, Customer and Motorola will mutually confirm all necessary resources are scheduled for the work at least forty-eight (48) hours prior to the site visit.

Section 5

Covered Equipment

5.1. Equipment Summary

The deliverables defined in these Statements of Work apply to the following covered equipment quantities:

Total Comms Box	**58**
Fixed SD	60
Fixed L5F	55
Total Fixed	**115**
Total L6Q	**10**
Camera Grand Total	**125**
L6Q Bucket Sites	9
Fixed Sites	16
Total Bucket Sites	**25**

5.2. Camera Locations

The covered equipment is located at the following sites:

Site	DOT	System Name	Camera Name	Comms Box	Type
13	EB	EB-Valley-Citrus-Ln1	EB_Valley_Citrus_Ln1	1	REAPERSD
13	EB	EB-Valley-Citrus-Ln2	EB_Valley_Citrus_Ln2		REAPERSD

Site	DOT	System Name	Camera Name	Comms Box	Type
13	NB	NB-Citrus-Valley-Ln1	NB_Citrus_Valley_Ln1	1	REAPERSD
13	NB	NB-Citrus-Valley-Ln2	NB_Citrus_Valley_Ln2		REAPERSD
13	SB	SB-Citrus-Valley-Ln1	SB_Citrus_Valley_Ln1	1	REAPERSD
13	SB	SB-Citrus-Valley-Ln2	SB_Citrus_Valley_Ln2		REAPERSD
13	WB	WB-Valley-Citrus-Ln1	WB_Valley_Citrus_Ln1	1	REAPERSD
13	WB	WB-Valley-Citrus-Ln2	WB_Valley_Citrus_Ln2		REAPERSD
14	EB	EB-Valley-Sierra-Ln1	EB_Valley_Sierra_Ln1	1	REAPERSD
14	EB	EB-Valley-Sierra-Ln2	EB_Valley_Sierra_Ln2		REAPERSD
14	NB	NB-Sierra-Valley-Ln1	NB_Sierra_Valley_Ln1	1	REAPERSD
14	NB	NB-Sierra-Valley-Ln2	NB_Sierra_Valley_Ln2		REAPERSD
14	NB	NB-Sierra-Valley-Ln3	NB_Sierra_Valley_Ln3		REAPERSD
14	SB	SB-Sierra-Valley-Ln1	SB_Sierra_Valley_Ln1	1	REAPERSD

Site	DOT	System Name	Camera Name	Comms Box	Type
14	SB	SB-Sierra-Valley-Ln2	SB_Sierra_Valley_Ln2		REAPERSD
14	SB	SB-Sierra-Valley-Ln3	SB_Sierra_Valley_Ln3		REAPERSD
14	WB	WB-Valley-Sierra-Ln1	WB_Valley_Sierra_Ln1	1	REAPERSD
14	WB	WB-Valley-Sierra-Ln2	WB_Valley_Sierra_Ln2		REAPERSD
3	SB	SB-Citrus-Baseline-Ln1	SB_Citrus_Baseline_Ln1	1	REAPERSD
3	WB	WB-Baseline-Citrus-Ln1	WB_Baseline_Citrus_Ln1	1	REAPERSD
3	EB	EB-Baseline-Citrus-Ln1	EB_Baseline_Citrus_Ln1	1	REAPERSD
3	EB	EB-Baseline-Citrus-Ln2	EB_Baseline_Citrus_Ln2		REAPERSD
3	EB	EB-Baseline-Citrus-Ln3	EB_Baseline_Citrus_Ln3		REAPERSD
3	NB	NB-Citrus-Baseline-Ln1	NB_Citrus_Baseline_Ln1	1	REAPERSD
3	NB	NB-Citrus-Baseline-Ln2	NB_Citrus_Baseline_Ln2		REAPERSD
3	SB	SB-Citrus-Baseline-Ln2	SB_Citrus_Baseline_Ln2	1	REAPERSD

Site	DOT	System Name	Camera Name	Comms Box	Type
3	WB	WB-Baseline-Citrus-Ln2	WB_Baseline_Citrus_Ln2	1	REAPERSD
3	WB	WB-Baseline-Citrus-Ln3	WB_Baseline_Citrus_Ln3		REAPERSD
5	EB	EB-Foothill-Alder-Ln1	EB_Foothill_Alder_Ln1	1	REAPERSD
5	EB	EB-Foothill-Alder-Ln2	EB_Foothill_Alder_Ln2		REAPERSD
5	EB	EB-Foothill-Alder-Ln3	EB_Foothill_Alder_Ln3		REAPERSD
5	NB	NB-Alder-Foothill-Ln1	NB_Alder_Foothill_Ln1	1	REAPERSD
5	NB	NB-Alder-Foothill-Ln2	NB_Alder_Foothill_Ln2		REAPERSD
5	SB	SB-Alder-Foothill-Ln1	SB_Alder_Foothill_Ln1	1	REAPERSD
5	SB	SB-Alder-Foothill-Ln2	SB_Alder_Foothill_Ln2		REAPERSD
5	WB	WB-Foothill-Alder-Ln1	WB_Foothill_Alder_Ln1	1	REAPERSD
5	WB	WB-Foothill-Alder-Ln2	WB_Foothill_Alder_Ln2		REAPERSD
6	EB	EB-Foothill-Cherry-Ln1	EB_Foothill_Cherry_Ln1	1	REAPERSD

Site	DOT	System Name	Camera Name	Comms Box	Type
6	EB	EB-Foothill-Cherry-Ln2	EB_Foothill_Cherry_Ln2		REAPERSD
6	EB	EB-Foothill-Cherry-Ln3	EB_Foothill_Cherry_Ln3		REAPERSD
6	NB	NB-Cherry-Foothill-Ln1	NB_Cherry_Foothill_Ln1	1	REAPERSD
6	NB	NB-Cherry-Foothill-Ln2	NB_Cherry_Foothill_Ln2		REAPERSD
6	NB	NB-Cherry-Foothill-Ln3	NB_Cherry_Foothill_Ln3		REAPERSD
6	SB	SB-Cherry-Foothill-Ln1	SB_Cherry_Foothill_Ln1	1	REAPERSD
6	SB	SB-Cherry-Foothill-Ln2	SB_Cherry_Foothill_Ln2		REAPERSD
6	SB	SB-Cherry-Foothill-Ln3	SB_Cherry_Foothill_Ln3		REAPERSD
6	WB	WB-Foothill-Cherry-Ln1	WB_Foothill_Cherry_Ln1	1	REAPERSD
6	WB	WB-Foothill-Cherry-Ln2	WB_Foothill_Cherry_Ln2		REAPERSD
6	WB	WB-Foothill-Cherry-Ln3	WB_Foothill_Cherry_Ln3		REAPERSD
7	EB	EB-Jurupa-Cherry-Ln1	EB_Jurupa_Cherry_Ln1	1	REAPERSD

Site	DOT	System Name	Camera Name	Comms Box	Type
7	EB	EB-Jurupa-Cherry-Ln2	EB_Jurupa_Cherry_Ln2		REAPERSD
7	EB	EB-Jurupa-Cherry-Ln3	EB_Jurupa_Cherry_Ln3		REAPERSD
7	NB	NB-Cherry-Jurupa-Ln1	NB_Cherry_Jurupa_Ln1	1	REAPERSD
7	NB	NB-Cherry-Jurupa-Ln2	NB_Cherry_Jurupa_Ln2		REAPERSD
7	NB	NB-Cherry-Jurupa-Ln3	NB_Cherry_Jurupa_Ln3		REAPERSD
7	SB	SB-Cherry-Jurupa-Ln1	SB_Cherry_Jurupa_Ln1	1	REAPERSD
7	SB	SB-Cherry-Jurupa-Ln2	SB_Cherry_Jurupa_Ln2		REAPERSD
7	WB	WB-Jurupa-Cherry-Ln1	WB_Jurupa_Cherry_Ln1	1	REAPERSD
7	WB	WB-Jurupa-Cherry-Ln2	WB_Jurupa_Cherry_Ln2		REAPERSD
7	WB	WB-Jurupa-Cherry-Ln3	WB_Jurupa_Cherry_Ln3		REAPERSD
17	WB	60100-603613	WB Miller and Locust NEW		L6Q
18	EB	EB-Arrow Blvd-Tamarind Ave	EB-Arrow Blvd-Tamarind Ave		L6Q

Site	DOT	System Name	Camera Name	Comms Box	Type
18	WB	WB-Arrow Blvd-Tamarind Ave .1	WB-Arrow Blvd-Tamarind Ave .1		L6Q
19	EB	EB Duncan Canyon - Lytle Creek Road - 2	EB Duncan Canyon - Lytle Creek Road - 2		L6Q
20	EB	EB Miller Ave - Beech Ave	EB Miller Ave - Beech Ave		L6Q
21	EB	EB-MillerAve-MylesCt 1.9	EB-MillerAve-MylesCt 1.9		L6Q
22	NB	NB-MullberryAv-PhiladelphiaAv	NB-MullberryAv-PhiladelphiaAv		L6Q
23	SB	SB-MullberryAv-CherryAv	SB-MullberryAv-CherryAv		L6Q
24	WB	WB - Duncan Canyon @ Lytle Creek - 2	WB - Duncan Canyon @ Lytle Creek - 2		L6Q
25	WB	WB Miller Ave - Beech Ave	WB Miller Ave - Beech Ave		L6Q
10	EB	EB-SierraLakes-SierraAve	EB_SierraLakes_SierraAve_Ln1	1	L5F
10	EB	EB-SierraLakes-SierraAve	EB_SierraLakes_SierraAve_Ln2		L5F
10	NB	NB-SierraAve-SierraLakes	NB_SierraAve_SierraLakes_Ln2	1	L5F
10	NB	NB-SierraAve-SierraLakes	NB_SierraAve_SierraLakes_Ln1		L5F

Site	DOT	System Name	Camera Name	Comms Box	Type
10	SB	SB-SierraAve-SierraLakes	SB_SierraAve_SierraLakes _Ln1	1	L5F
10	SB	SB-SierraAve-SierraLakes	SB_SierraAve_SierraLakes _Ln2		L5F
10	SB	SB-SierraAve-SierraLakes	SB_SierraAve_SierraLakes _Ln3	1	L5F
10	SB	SB-SierraAve-SierraLakes	SB_SierraAve_SierraLakes _Ln4		L5F
10	WB	WB-SierraLakes-SierraAve	WB_SierraLakes_SierraAv e_Ln1	1	L5F
10	WB	WB-SierraLakes-SierraAve	WB_SierraLakes_SierraAv e_Ln2		L5F
11	EB	EB-Slover-Cypress	EB_Slover_Cypress_Ln1-2	1	L5F
11	NB	NB-Cypress-Slover	NB_Cypress_Slover_Ln1-2	1	L5F
11	SB	SB-Cypress-Slover	SB_Cypress_Slover	1	L5F
11	SB	WB-Slover-Cypress	WB_Slover_Cypress_Ln1-2		L5F
12	EB	EB-Valley-Cherry	EB_Valley_Cherry_Ln1	1	L5F
12	EB	EB-Valley-Cherry	EB_Valley_Cherry_Ln2		L5F

Site	DOT	System Name	Camera Name	Comms Box	Type
12	NB	NB-Cherry-Valley	NB_Cherry_Valley_Ln1	1	L5F
12	NB	NB-Cherry-Valley	NB_Cherry_Valley_Ln2		L5F
12	SB	SB-Cherry-Valley	SB_Cherry_Valley_Ln1	1	L5F
12	SB	SB-Cherry-Valley	SB_Cherry_Valley_Ln2		L5F
12	SB	SB-Cherry-Valley	SB_Cherry_Valley_Ln3		L5F
12	SB	SB-Cherry-Valley	SB_Cherry_Valley_Ln4		L5F
12	WB	WB-Valley-Cherry	WB_Valley_Cherry_Ln1	1	L5F
12	WB	WB-Valley-Cherry	WB_Valley_Cherry_Ln2		L5F
12	WB	WB-Valley-Cherry	WB_Valley_Cherry_Ln3		L5F
15	NB	NB-Sierra-TerraVista	NB_Sierra_TerraVista_Ln1-2	1	L5F
15	SB	SB-Sierra-TerraVista	SB_Sierra_TerraVista	1	L5F
16	WB	WB-Wilson-Cherry	WB_Wilson_Cherry_Ln1-2	1	L5F

Site	DOT	System Name	Camera Name	Comms Box	Type
1	EB	EB Summit-Beech	EB_Summit_Beech_Ln1	1	L5F
1	EB	EB Summit-Beech	EB_Summit_Beech_Ln2		L5F
1	NB	NB Beech-Summit	NB_Beech_Summit_Ln2	1	L5F
1	NB	NB Beech-Summit	NB_Beech_Summit_Ln3		L5F
1	SB	SB Beech-Summit	SB_Beech_Summit_Ln1	1	L5F
1	SB	SB Beech-Summit	SB_Beech_Summit_Ln2		L5F
1	WB	WB Summit-Beech	WB_Summit_Beech_Ln1	1	L5F
1	WB	WB Summit-Beech	WB_Summit_Beech_Ln2		L5F
1	WB	WB Summit-Beech	WB_Summit_Beech_Ln3		L5F
2	EB	EB-Arrow-Citrus	EB_Arrow_Citrus_Ln1-2	1	L5F
2	NB	NB-Citrus-Arrow	NB_Citrus_Arrow_Ln1-2	1	L5F
2	SB	SB-Citrus-Arrow	SB_Citrus_Arrow_Ln1-2		L5F

Site	DOT	System Name	Camera Name	Comms Box	Type
2	WB	WB-Arrow-Citrus	WB_Arrow_Citrus_Ln1-2	1	L5F
4	EB	EB-Beech-Cherry	EB_Beech_Cherry_Ln1-2	1	L5F
4	NB	NB-Cherry-Beech	NB_Cherry_Beech_Ln1-2	1	L5F
4	SB	SB-Cherry-Beech	SB_Cherry_Beech_Ln1-2	1	L5F
8	EB	EB-Jurupa-Sierra	Camera	1	L5F
8	NB	NB-Sierra-Jurupa	NB_Sierra_Jurupa_Ln1-2	1	L5F
8	NB	NB-Sierra-Jurupa	NB_Sierra_Jurupa_Ln3		L5F
8	SB	SB-Sierra-Jurupa	SB_Sierra_Jurupa_Ln1-2	1	L5F
8	SB	SB-Sierra-Jurupa	SB_Sierra_Jurupa_Ln3		L5F
8	WB	WB-Jurupa-Sierra	WB_Jurupa_Sierra_Ln1-2	1	L5F
8	WB	WB-Jurupa-Sierra	WB_Jurupa_Sierra_Ln3		L5F
9	EB	EB-Merrill-Sierra	EB-Merrill-Sierra	1	L5F

Site	DOT	System Name	Camera Name	Comms Box	Type
9	NB	NB-Sierra-Merrill	NB_Sierra_Merrill_Ln1-2	1	L5F
9	WB	SB-Sierra-Merrill	SB_Sierra_Merrill_Ln1-2	1	L5F
9	WB	WB-Merrill-Sierra	WB_Merrill_Sierra_Ln1-2		L5F

Section 6

Service Pricing

6.1. Pricing without Preventative Maintenance

Five Year Contract | Total $455,100 | Annual Avg Per Year $91,020

		PRICE					
ITEM #	SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	All Years
LSV07S04314A	**Remote Camera Monitoring**	$ 9,125	$ 9,125	$ 9,125	$ 9,125	$ 9,125	**$ 45,625**
LSV07S05459A (existing)	**Onsite Response**	$ 75,600	$ 78,624	$ 81,769	$ 85,040	$ 88,442	**$ 409,475**
LSV07S05460A (existing)	**Preventive Maintenance**	n/a	n/a	n/a	n/a	n/a	**$ -**
	System Administrator	n/a	n/a	n/a	n/a	n/a	**$ -**
	TOTAL SERVICE FEES	**$ 84,725**	**$ 87,749**	**$ 90,894**	**$ 94,165**	**$ 97,567**	**$ 455,100**

6.2. Optional Pricing with Preventative Maintenance

Five Year Contract | Total $572,095 | Annual Avg Per Year $114,419

ITEM #	SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	All Years
LSV07S04314A	**Remote Camera Monitoring**	$ 9,125	$ 9,125	$ 9,125	$ 9,125	$ 9,125	**$ 45,625**
LSV07S05459A (existing)	**Onsite Response**	$ 50,400	$ 52,416	$ 54,513	$ 56,694	$ 58,962	**$ 272,985**
LSV07S05460A (existing)	**Preventive Maintenance**	$ 46,800	$ 48,672	$ 50,619	$ 52,644	$ 54,750	**$ 253,485**
	System Administrator	n/a	n/a	n/a	n/a	n/a	**$ -**
	TOTAL SERVICE FEES	**$ 106,325**	**$ 110,213**	**$ 114,257**	**$ 118,463**	**$ 122,837**	**$ 572,095**

6.3. Notes

- Price Proposal is valid for sixty (60) days as of the date of this proposal
- Service rates are not based on union or prevailing wage.
- Taxes not included
- Service fees are billed annually in advance
- Should Customer wish to pursue a contract based on this proposal, Motorola will prepare the necessary contractual documentation for execution
- This quote is subject to the terms and conditions of the MCA located at the following web address: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html. Fontana Police Department may accept this Quote by providing Motorola with a signed purchase order that specifically references "PO is subject to Motorola's Quote-3448566 and the terms and conditions of the MCA linked in Quote-3448566."

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:	12600753	**Amendment No.:**		**Requestor:**	Police	**Date:**	2/18/26
Pre-Tax Amount:	$	**Tax:**	$ $ 56,626.19	**Freight:**	$	**Total Amount:**	$ $ 1,052,673.97
Vendor Name:	Motorola Solutions						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources ☐	**Gov't Grant** ☐	**Other** ☑					
Certifications:	**Debarment[4]** ☑	**Anti-Lobby[5]** ☐	**Certificate(s) Attached** ☐	**Not Applicable** ☐			
Fund:	223	**Org Account:**	40100007-223-A-8130				
Equipment Screening[6]:	**Yes** ☑	**Not Applicable** ☐		**Title Vests: -**			
Purchase Description:	Automated License Plate Reader (ALPR)						

1. Source Selection - Competition is impracticable (Check appropriate box):

☑ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

The initial deployment was completed in three phases. Several cameras installed during Phases One and Two now require replacement due to damage caused by environmental conditions. Additionally, the Phase One and Two cameras will no longer be supported after March 2026, as the technology has advanced, and replacement parts are becoming increasingly difficult to obtain. Due to the existing infrastructure and system design, Vigilant/Motorola cameras are considered a sole-source solution.

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

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

☐ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $

Supplier Contact: Date of Schedule:

☐ Previous purchase.

Supplier: Unit Price:

PO No.: PO Date:

☐ Similar item in related industry.

Price Source: Unit Price:

Supplier: Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

File #: 26-0777
Agenda #: H.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Acceptance of Final Map for Tract No. 20568

RECOMMENDATION:
1. Approve the Final Map for Tract No. 20568, located on the east side of Live Oak Avenue and south of Village Drive.
2. Accept dedication of public streets and easements.
3. Accept dedication of Lot A, in fee, for open space, drainage and landscape purposes.
4. Authorize the City Manager to enter into a Subdivision Agreement with the subdivider.

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

DISCUSSION:
Tract No. 20568 is located on the east side of Live Oak Avenue and south of Village Drive. The project consists of the development of 255 condominium units (147 Detached Cluster units and 108 Detached Stub drive units), with various amenities within a 32.24-acre site.

The Tentative Tract Map No. 20568 (TTM22-000007) was approved by the Planning Commission on June 20, 2023. All conditions precedent to submitting the final map have been completed by the applicant. The subdivider, KB Home Cal Management Services, LLC, has complied with all the Conditions of Approval and has dedicated the required right-of-way and easements as part of the project. The tract map has been reviewed by the City Engineer and is found to be substantially in conformance to the approved tentative tract map.

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

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

MOTION:

Approve staff recommendation.

TRACT MAP NO. 20568

CITY OF FONTANA, CALIFORNIA



VICINITY MAP

N.T.S

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20568

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and KB HOME Cal Management Services, LLC, a Delaware limited liability company ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20568, was conditionally approved on July 25, 2023; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling seven hundred eighteen thousand, seven hundred thirty-nine dollars and twenty cents ($ 718,739.20) as shown on Exhibit "A". Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and

b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and

c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and

d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".

e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

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

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

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than $250,000 for all damages arising out of bodily injury to a death of one person and not less than $1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than $250,000 for all damages and/or destruction of property in any one occurrence and not less than $500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance if the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective of otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On December 5, 2025 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, 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.

JUDITH MIRELES
Notary Public - California
Riverside County
Commission # 2417491
My Comm. Expires Sep 22, 2026

Judith Mireles, Notary Public

(SEAL)

IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the _____day of _____, 20_____ being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By:_____

Scott Hansen
Name

VP of Forward Planning
Title

By:_____

_____
Name

_____
Title

CITY OF FONTANA

By:_____
City Manager

_____
Print Name

Attest:_____
City Clerk

_____
Print Name

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
City Attorney

_____
Print Name

APPROVED AS TO CONTENT:

By:_____
City Engineer

_____
Print Name





STAFF USE ONLY
RECORD NO.: _____

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

DATE 05-21-2025
DEVELOPER KB HOME INLAND EMPIRE
ENGINEER John Luong, UCI
PHONE NO. 714-702-7006

PROJECT NAME SOUTHRIDGE VILLAGE
TRACT / PARCEL MAP NO. 20568
ADDRESS LIVE OAK AVENUE/VILLAGE DRIVE

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER	327	L.F.	$ 17.00	$ 5,559
8" CURB & GUTTER	180	L.F.	$ 19.00	$ 3,420
8" THICK CROSS GUTTER	2,378	S.F.	$ 11.00	$ 26,158
4" SIDEWALK	2,734	S.F.	$ 7.00	$ 19,138
ACCESS RAMP	6	EA	$ 5,000.00	$ 30,000
DRIVE WAY APPROACHES	341	S.F.	$ 11.00	$ 3,751
ASPHALT CONCRETE DIKES		L.F.	$ 11.00	$
FOG SEAL		S.F.	$ 0.10	$
IMPORTED EMBANKMENT		C.Y.	$ 10.00	$
PREPARATION OF SUBGRADE	11,539	S.F.	$ 0.50	$ 5,769.50
* A.C.	453 TON	S.F.	$ 150.00	$ 67,950
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD	460 TON	S.F.	$ 150.00	$ 69,012
* PCC CURB ONLY (MEDIAN)		L.F.	$ 16.00	$
ADJUST SEWER MANHOLE TO GRADE		EA	$ 500.00	$
ADJUST SEWER CLEAN OUT TO GRADE		EA	$ 300.00	$
ADJUST WATER VALVES TO GRADE		EA	$ 250.00	$
BARRICADES		L.F.	$ 40.00	$
2 X 4 REDWOOD HEADER		L.F.	$ 5.00	$
* REMOVAL OF A.C. PAVEMENT	6,585	S.F.	$ 0.66	$ 4,346.10
** REMOVAL OF P.C.C. CURB	595	L.F.	$ 6.00	$ 3,570
* REMOVAL OF A.C. BERM		L.F.	$ 5.00	$
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	$ 40.00	$
BLOCK WALL H=6 FT.		L.F.	$ 50.00	$
AGGREGATE BASE	488 TON	S.F.	$ 30.00	$ 14,640
GUARD POSTS		EA	$ 70.00	$
GUARD PANEL (WOOD)		L.F.	$ 40.00	$
SAWCUT	326	L.F.	$ 3.50	$ 1,141
REFLECTORS AND POSTS		EA	$ 100.00	$
STREET SIGNS		EA	$ 250.00	$
RELOCATE EXISTING TREE	10	S.F.	$ 3,000.00	$ 30,000
REMOVE EXISTING CHAIN LINK FENCE	502	L.F.	$ 7.00	$ 3,514
REMOVE AND REPLACE STAMPED CONCRETE	1,504	EA	$ 44.00	$ 66,176
GROUTED ROCK	15 CY	L.F.	$ 40.00	$ 600
		S.F.		$
			STREET IMPROVEMENT SUBTOTAL	$ 354,744.60

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

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	215	L.F.	$ 90.00	$ 19,350
* 24" RCP	156	L.F.	$ 110.00	$ 17,160
* 30" RCP		L.F.	$ 250.00	$
* 36" RCP		L.F.	$ 250.00	$
* 42" RCP		L.F.	$ 250.00	$
* 48" RCP		L.F.	$ 260.00	$
* 54" RCP		L.F.	$ 280.00	$
* 60" RCP		L.F.	$ 300.00	$
* 66" RCP		L.F.	$ 320.00	$
* 78" RCP		L.F.	$ 340.00	$
* 24" CMP		L.F.	$ 90.00	$
* 60" CMP		L.F.	$ 320.00	$
CATCH BASIN/CURB INLET:				
W=7		EA	$ 4,000.00	$
W=10		EA	$ 4,500.00	$
W=14		EA	$ 6,000.00	$
W=21		EA	$ 11,000.00	$
W=28	4	EA	$ 14,000.00	$
JUNCTION STRUCTURE		EA	$ 3,200.00	$ 12,800
TRAFFIC TYPE JUNCTION STRUCTURE		EA	$ 2,800.00	$
DISCHARGE STRUCTURE		EA	$ 2,800.00	$
MANHOLES	3	EA	$ 2,500.00	$ 7,500
LOCAL DEPRESSION		EA	$ 1,250.00	$
GRATE INLET STRUCTURE	1	EA	$ 2,100.00	$ 2,100
CSP RISER	2	EA	$ 7,500.00	$ 15,000
CONCRETE COLLAR	1	EA	$ 1,000.00	$ 1,000
ANTI-SEEP COLLARS	2	EA	$ 1,000.00	$ 2,000
		EA	$	$
		STORM DRAIN IMPROVEMENT SUBTOTAL		$ 76,910

* REINFORCED CONCRETE PIPE
* CORRUGATED METAL PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	$ 4,500.00	$
MANHOLES 48" DIAMETER	5	EA	$ 4,000.00	$ 20,000
DROP MAN HOLES		EA	$ 4,500.00	$
WYES		EA	$ 100.00	$
CLEANOUTS		EA	$ 600.00	$
REMODELING OF EXISTING MANHOLE		EA	$ 950.00	$
** 4" VCP		L.F.	$ 50.00	$
** 6" VCP	255	L.F.	$ 60.00	$
** 8" VCP		L.F.	$ 70.00	$ 17,858
** 10" VCP		L.F.	$ 80.00	$
** 12" VCP		L.F.	$ 90.00	$
** 15" VCP		L.F.	$ 100.00	$
		L.F.	$	$
		L.F.	$	$
		L.F.	$	$
		L.F.	$	$
		SANITARY SEWER IMPROVEMENT SUBTOTAL		$ 37,858

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	$ 75,000.00	$
TWO CORNERS		L.S.	$ 100,000.00	$
TRAFFIC SIGNAL NEW		L.S.	$ 400,000.00	$
PAINT TRAFFIC STRIPE (1 COAT)	3,302	L.F.	$ 2.40	$ 7,924.80
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	$ 0.65	$
PEDESTRIAN CROSSWALK STRIPING		L.F.	$ 0.65	$
PAVEMENT MARKER (NON REFLECTIVE)		EA	$ 2.50	$
PAVEMENT MARKER (REFLECTIVE)	273	EA	$ 4.00	$ 1,092
REFLECTORS AND POSTS		EA	$ 100.00	$
STREET SIGNS	12	EA	$ 250.00	$ 3,000
REMOVE EXISTING SIGN	3	EA	$ 250.00	$ 750
RELOCATE EXISTING SIGN	3	EA	$ 250.00	$ 750
		EA	$	$
		EA	$	$
			TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	$ 12,886.80

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	$ 12.00	$
CENTER MEDIAN		S.F.	$ 12.00	$
			LANDSCAPING IMPROVEMENTS SUBTOTAL	$

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL ..... $ 354,744.60
STORM DRAIN IMPROVEMENTS SUBTOTAL ..... $ 76,910.00
SANITARY SEWER IMPROVEMENTS SUBTOTAL ..... $ 37,858.00
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL ..... $ 12,886.80

IMPROVEMENT SUBTOTAL $ 482,399.40

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

C.F.D. LANDSCAPE IMPROVEMENTS ..... $
STREET LIGHTS 10 **@ $5,000.00** ..... $ 50,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES ..... $

IMPROVEMENT SUBTOTAL ..... $ 532,399.40
ADD 35% ..... $ 186,339.80

BONDING TOTAL ..... $ 718,739.20

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6513

STREET LIGHT DRAWING NO. 6513LT

SEWER IMPROVEMENT DRAWING NO. 6515

STORM DRAIN IMPROVEMENT DRAWING NO. 6514

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

Bond No. 024285875
Premium $ included in Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: 20568

WHEREAS, the City Council of the City of Fontana, State of California, and KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated 06/18/2025, (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of Seven hundred eighteen thousand seven hundred thirty nine and 20/100 dollars ($ 718,739.20) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this __26th _day of _____ _June _____, 2025 ____.

PRINCIPAL KB Home Cal Management Services LLC

_____

(NOTARIZATION AND SEAL)

SURETY Liberty Mutual Insurance Company

_____

My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On JUN 3 0 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On JUN 26 2025 (DATE) before me, S. Evans, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared My Hua ([Name(s) of Signer(s)]),

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

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

WITNESS my hand and official seal.

S. EVANS
Notary Public - California
San Francisco County
Commission # 2457925
My Comm. Expires Aug 30, 2027

S. Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213111- 024017

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Morgan Davis, Sokha Evans, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Jeffrey Strassner, Marie Claire Trinidad, Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2025, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024285875
Premium $ 4,312.00

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: 20568

WHEREAS, the City Council of the City of Fontana, State of California, and, KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated 06/18/2025 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Seven hundred eighteen thousand seven hundred thirty nine and 20/100 dollars ($ 718,739.20 , to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 26th day of June ,20 25

PRINCIPAL KB Home Cal Management Services LLC

(NOTARIZATION AND SEAL)

SURETY Liberty Mutual Insurance Company

My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On JUN 3 0 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of Orange)

On JUN 26 2025 (DATE) before me, S. Evans, Notary Public (Name of Notary Public and Title "Notary Public"),

personally appeared My Hua (Name(s) of Signer(s)),

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

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

S. EVANS
Notary Public - California
San Francisco County
Commission # 2457925
My Comm. Expires Aug 30, 2027

WITNESS my hand and official seal.

S. Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213111- 024017

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham, Morgan Davis, Sokha Evans, Martha Gonzales, My Hua, Mechelle Larkin, Kathy R. Mair, Jeffrey Strassner, Marie Claire Trinidad, Brenda Wong

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 26 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024285875-M
Premium $ Included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20568

WHEREAS, The City Council of the City of Fontana, State of California, and, KB Home Cal Management Services LLC ("Principal") have entered into an agreement dated _____(the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required **to file before acceptance of improvements** by the City of Fontana a good and sufficient payment bond with the City of Fontana to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana in the sum of One Hundred Forty Three Thousand Seven Hundred Forty Seven and 84/100 ($ 143,747.84) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their dulv authorized representatives whose signatures appear below, on this 23rd day of July, 2025.

KB Home Cal Management Service LLC
PRINCIPAL

(NOTARIZATION AND SEAL)
Scott Hansen
Vice President, Forward Planning

Liberty Mutual Insurance Company
SURETY

Brenda Wong, Attorney-in-Fact
(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Riverside

On JUL 25 2025, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

DESIREE A. PEREZ
Notary Public - California
Riverside County
Commission # 2398856
My Comm. Expires Mar 27, 2026

Desiree A. Perez

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE§ 1189

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

State of California)
County of Los Angeles)

On 7/23/2025 (DATE) before me, Marie Claire Trinidad, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared Brenda Wong ([Name(s) of Signer(s)]),

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

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

WITNESS my hand and official seal.

NRO1 MARIE CLAIRE TRINIDAD NRO1
COMM. #2497215
Notary Public - California
Orange County
My Comm. Expires Aug. 11, 2028

Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brenda Wong

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

Liberty Mutual. SURETY

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

GROSS AREA: 32.236 ACRES
NET AREA: 32.216 ACRES
1 LETTERED LOT & 1 NUMBERED LOT
LOT 1 : 1,382,113 SF
LOT "A" : 22,105 SF

TRACT MAP NO. 20568

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

THAT PORTION OF LIVE OAK AND OLD LIVE OAK AVENUE, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 20565, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 262, PAGES 100 THROUGH 103 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ARMANDO D. DUPONT, PLS JUNE, 2025

OWNER'S STATEMENT

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

WE HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER THROUGH AND ACROSS LIVE OAK AVENUE, AS SHOWN ON THIS MAP.

WE ALSO HEREBY GRANT TO CITY OF FONTANA, IN FEE SIMPLE, LOT "A" FOR OPEN SPACE, DRAINAGE AND LANDSCAPE PURPOSES SHOWN ON SAID MAP.

KB HOME Cal Management Services LLC,
a Delaware limited liability company.

BY: _____
NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

PRINT NAME _____ SIGNATURE _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS _____ DAY OF _____, 20___, AT____ __ .M. IN BOOK _____ OF MAPS AT PAGE(S) _____, AT THE REQUEST OF _____ IN THE AMOUNT OF $ _____.

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

BOARD OF SUPERVISOR'S CERTIFICATE

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

_____ DATE

LYNNA MONELL.
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

BY: _____ , DEPUTY

AUDITOR'S CERTIFICATE

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

_____ DATE

ENSEN MASON, CPA,CFA
AUDITOR CONTROLLER/TRESURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

BY: _____ , DEPUTY

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

PRINT NAME _____ SIGNATURE _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME CAL MANAGEMENT SERVICES, LLC IN JANUARY 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN TWO YEARS OF RECORDATION, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

LICENSED LAND SURVEYOR · ARMANDO D. DUPONT · L.S.7780 · STATE OF CALIFORNIA

_____ _____
ARMANDO D. DUPONT L.S. 7780 DATE
LIC. EXP: 12-31-2027

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF TRACT NO. 20568, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLE I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATE_____,20___

REGISTERED PROFESSIONAL ENGINEER · GIA LAM KIM · NO.62296 · CIVIL · STATE OF CALIFORNIA

_____
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA

CITY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 20568 CONSISTING OF 8 SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE_____,20___

LICENSED LAND SURVEYOR · MICHAEL P. THORNTON · L.S.6867 · STATE OF CALIFORNIA

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

CITY OFFICIAL'S ACCEPTANCE CERTIFICATE

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 20___. THE SAID CITY COUNCIL ACCEPTED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20568 AND ACCEPTED THE FOREGOING DEDICATIONS AND FEE SIMPLE LOT A FOR OPEN SPACE IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS.

THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY CITY COUNCIL ON THE _____ DAY OF _____, 20___.

_____
GERMAINE KEY
CITY CLERK

ATTEST:

_____
GERMAINE KEY
CITY CLERK, CITY OF FONTANA

_____
ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

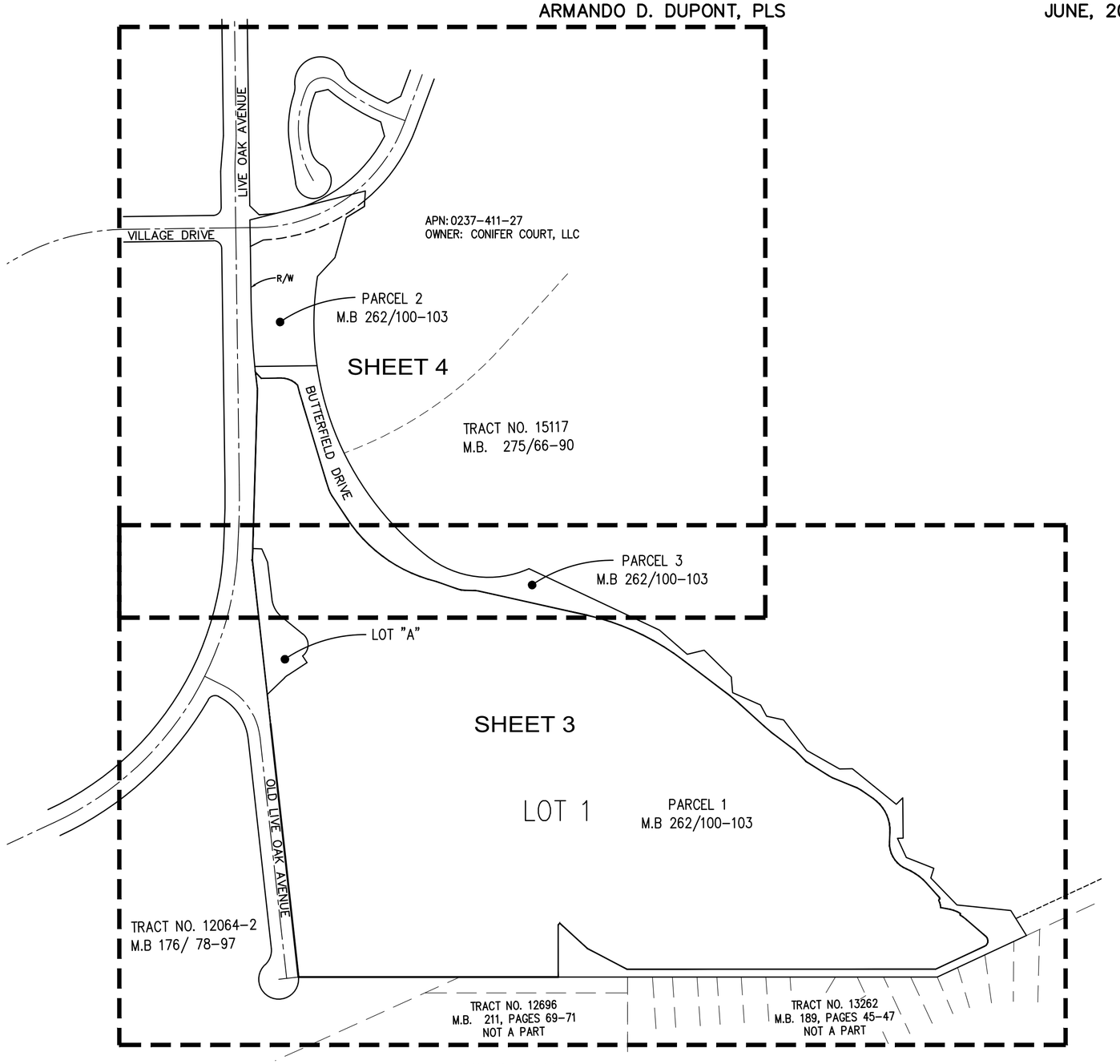
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TRACT MAP NO. 20568

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FOR CONDOMINIUM PURPOSES

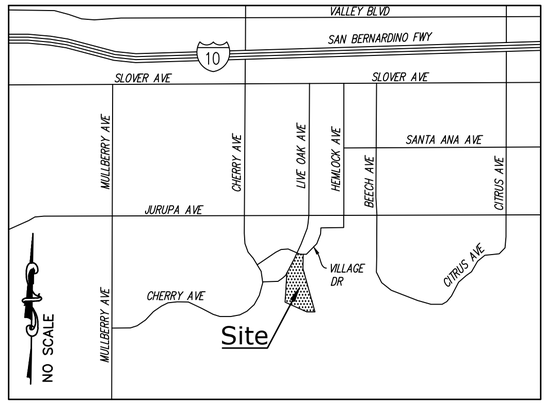
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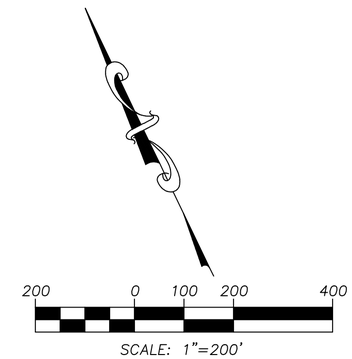
ARMANDO D. DUPONT, PLS **JUNE, 2025**



INDEX MAP
SCALE: 1"=200'

VICINITY MAP





SCALE: 1"=200'

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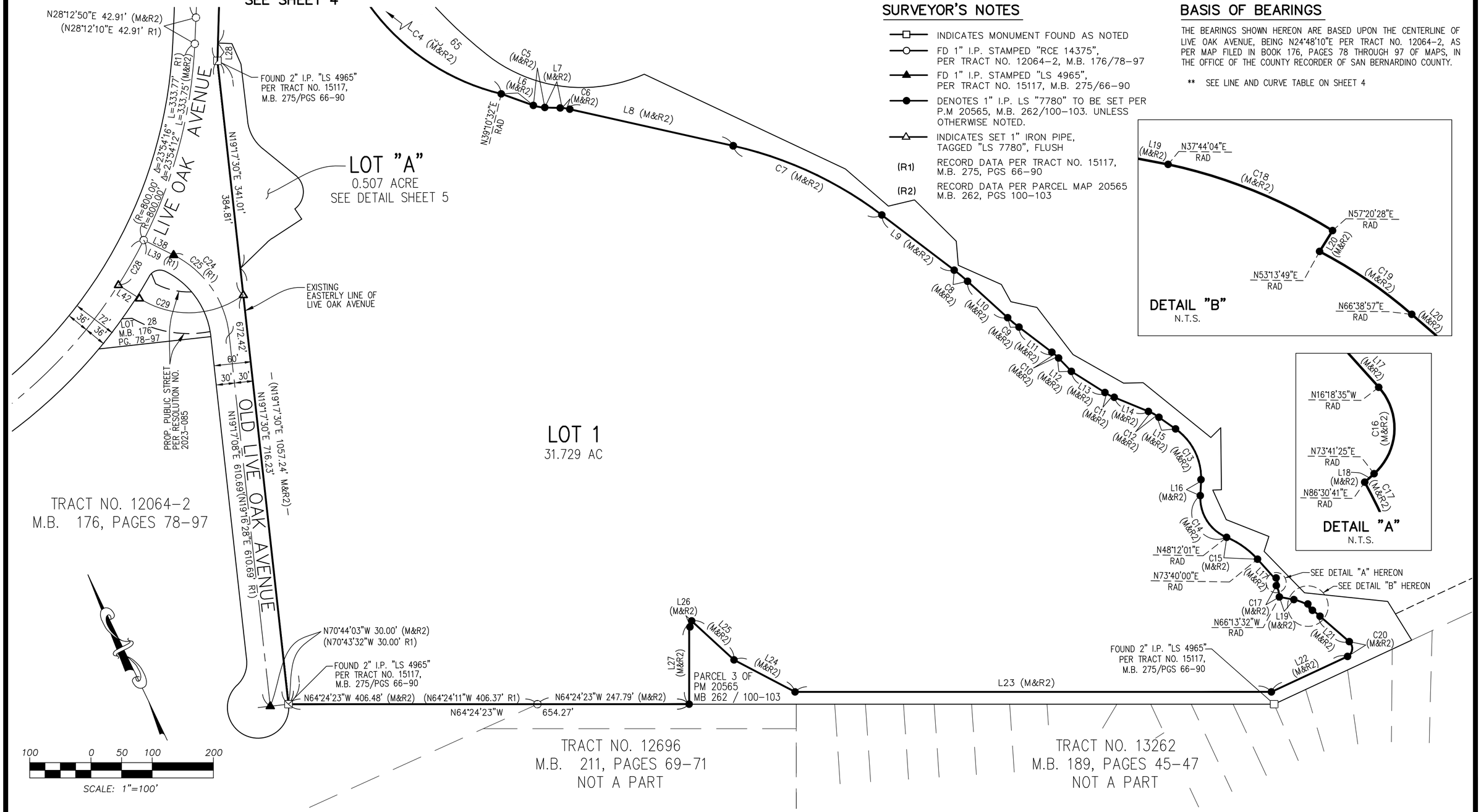
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ARMANDO D. DUPONT, PLS — JUNE, 2025

SEE SHEET 4



SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
- FD 1" I.P. STAMPED "RCE 14375", PER TRACT NO. 12064-2, M.B. 176/78-97
- FD 1" I.P. STAMPED "LS 4965", PER TRACT NO. 15117, M.B. 275/66-90
- DENOTES 1" I.P. LS "7780" TO BE SET PER P.M 20565, M.B. 262/100-103. UNLESS OTHERWISE NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH
- (R1) RECORD DATA PER TRACT NO. 15117, M.B. 275, PGS 66-90
- (R2) RECORD DATA PER PARCEL MAP 20565 M.B. 262, PGS 100-103

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF LIVE OAK AVENUE, BEING N24°48'10"E PER TRACT NO. 12064-2, AS PER MAP FILED IN BOOK 176, PAGES 78 THROUGH 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

** SEE LINE AND CURVE TABLE ON SHEET 4

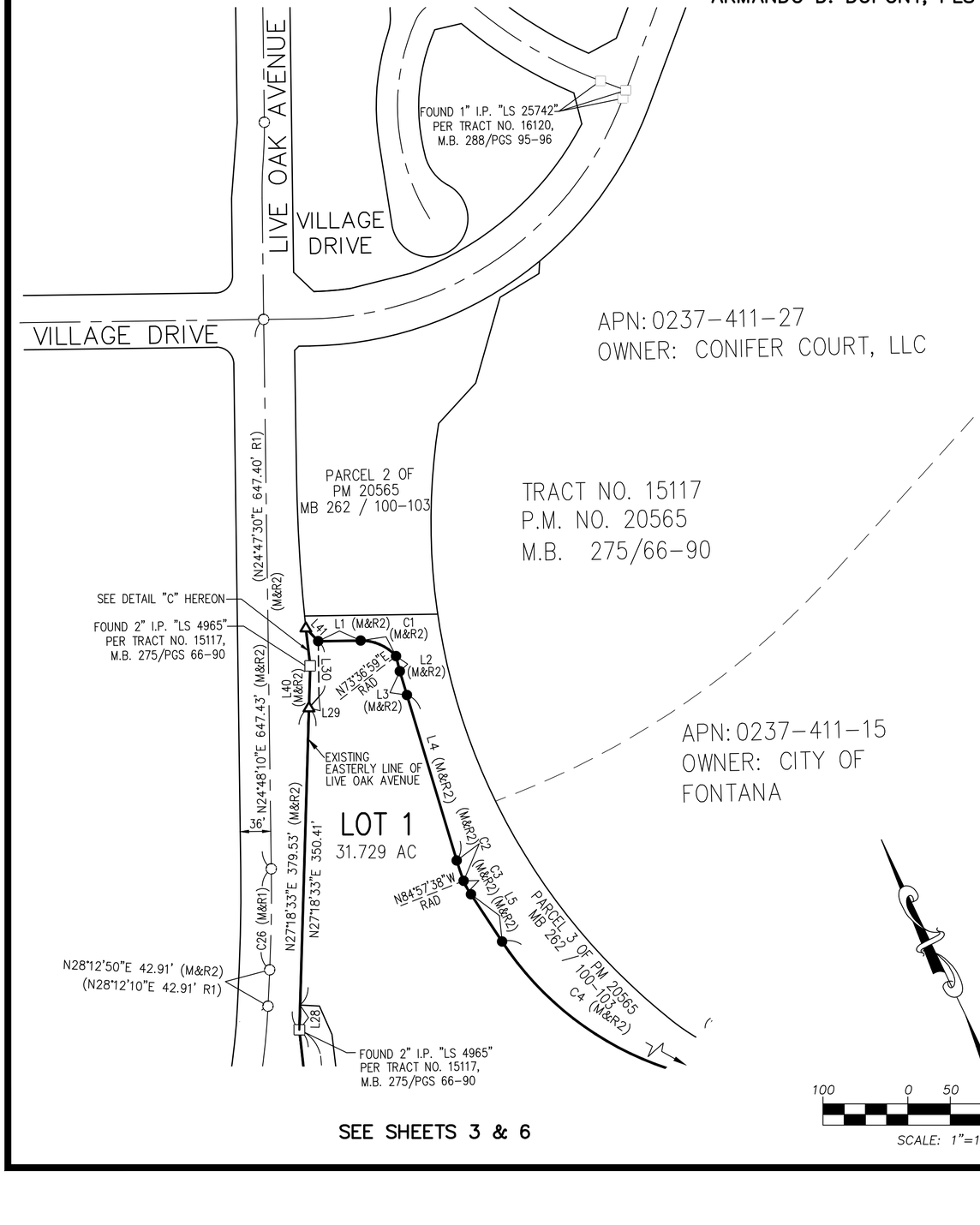
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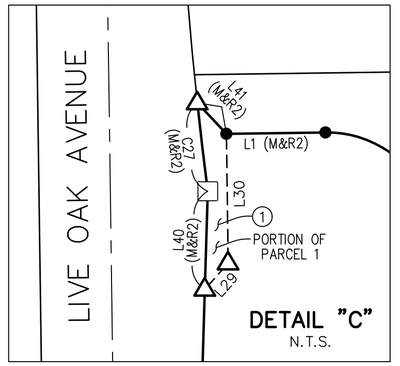
ARMANDO D. DUPONT, PLS **JUNE, 2025**



SEE SHEETS 3 & 6

LINE TABLE		
NO.	BEARING	DISTANCE
L1 (M&R2)	N65°11'50"W	50.04'
L2 (M&R2)	N11°32'55"E	18.54'
L3 (M&R2)	N08°50'49"E	29.11'
L4 (M&R2)	N08°50'49"E	203.68'
L5 (M&R2)	N07°45'32"W	71.33'
L6 (M&R2)	N44°42'15"W	55.73'
L7 (M&R2)	N62°51'27"W	28.20'
L8 (M&R2)	N51°47'10"W	278.57'
L9 (M&R2)	N27°06'00"W	148.66'
L10 (M&R2)	N22°06'00"W	88.54'
L11 (M&R2)	N27°06'00"W	72.93'
L12 (M&R2)	N18°15'12"W	33.13'
L13 (M&R2)	N32°06'00"W	67.82'
L14 (M&R2)	N41°56'13"W	68.45'
L15 (M&R2)	N29°23'48"W	38.10'
L16 (M&R2)	N28°29'29"E	23.73'
L17 (M&R2)	N16°20'00"W	47.69'
L18 (M&R2)	N73°41'25"E	1.03'
L19 (M&R2)	N53°41'56"W	23.94'
L20 (M&R2)	N57°20'28"E	4.00'
L21 (M&R2)	N23°22'43"W	67.27'
L22 (M&R2)	N89°24'02"W	137.17'
L23 (M&R2)	N64°24'23"W	777.80'
L24 (M&R2)	N36°41'56"W	112.53'
L25 (M&R2)	N21°48'07"W	93.89'
L26 (M&R2)	N68°11'53"E	6.00'
L27 (M&R2)	N25°36'48"E	131.46'
L28	N27°18'33"E	29.12'
L29	N67°12'23"E	17.70'
L30	N24°49'30"E	65.30'
L31	N71°37'54"E	60.80'
L32	N82°21'00"E	57.29'
L33	N08°32'19"W	20.11'
L34	N25°17'44"W	68.71'
L35	N18°51'29"E	93.85'
L36	N01°54'54"E	36.60'
L37	N61°47'10"W	22.86'
L38	N37°52'54"W	54.54'
L39 (R1)	N37°53'34"W	54.54' (RADIAL)
L40 (M&R2)	N27°18'33"E	49.52'
L41 (M&R2)	N17°44'45"W	21.37'
L42	N57°27'02"W	40.83'

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C1 (M&R2)	46.86'	55.00'	48°48'49"
C2 (M&R2)	25.38'	382.00'	03°48'26"
C3 (M&R2)	13.40'	360.00'	12°47'54"
C4 (M&R2)	281.11'	374.00'	43°03'56"
C5 (M&R2)	19.01'	60.00'	18°09'12"
C6 (M&R2)	7.73'	40.00'	11°04'17"
C7 (M&R2)	269.71'	626.00'	24°41'10"
C8 (M&R2)	28.45'	326.00'	05°00'00"
C9 (M&R2)	23.91'	274.00'	05°00'00"
C10 (M&R2)	6.18'	40.00'	08°50'48"
C11 (M&R2)	10.30'	60.00'	09°50'13"
C12 (M&R2)	10.51'	48.00'	12°32'25"
C13 (M&R2)	99.01'	98.00'	57°53'17"
C14 (M&R2)	85.88'	70.00'	70°17'28"
C15 (M&R2)	62.23'	140.00'	25°27'59"
C16 (M&R2)	7.85'	5.00'	90°00'00"
C17 (M&R2)	19.27'	40.50'	27°15'47"
C18 (M&R2)	29.09'	85.00'	19°36'24"
C19 (M&R2)	18.27'	78.00'	13°25'08"
C20 (M&R2)	28.29'	15.00'	108°04'05"
C21	11.04'	59.00'	10°43'07"
C22	63.34'	35.00'	103°41'48"
C23	52.40'	68.00'	44°09'12"
C24	165.14'	165.51'	57°10'04"
C25 (R1)	165.14'	165.51'	57°10'02"
C26 (M&R1)	119.07'	2000.00'	03°24'40"
C27 (M&R2)	44.87'	1959.91'	01°18'43"
C28	800.00'	84.14'	06°01'33"
C29	150.00'	180.26'	68°51'16"



EASEMENTS NOTES

1 INDICATES AN EASEMENT FOR PUBLIC ROADS AND PUBLIC UTILITY PURPOSES DEDICATED TO THE CITY OF FONTANA HEREON.

SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
- FD 1" I.P. STAMPED "RCE 14375", PER TRACT NO. 12064-2, M.B. 176/78-97
- FD 1" I.P. STAMPED "LS 4965", PER TRACT NO. 15117, M.B. 275/66-90
- DENOTES 1" I.P. LS "7780" TO BE SET PER P.M 20565, M.B. 262/100-103. UNLESS OTHERWISE NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH

(R1) RECORD DATA PER TRACT NO. 15117, M.B. 275, PGS 66-90

(R2) RECORD DATA PER PARCEL MAP 20565 M.B. 262, PGS 100-103

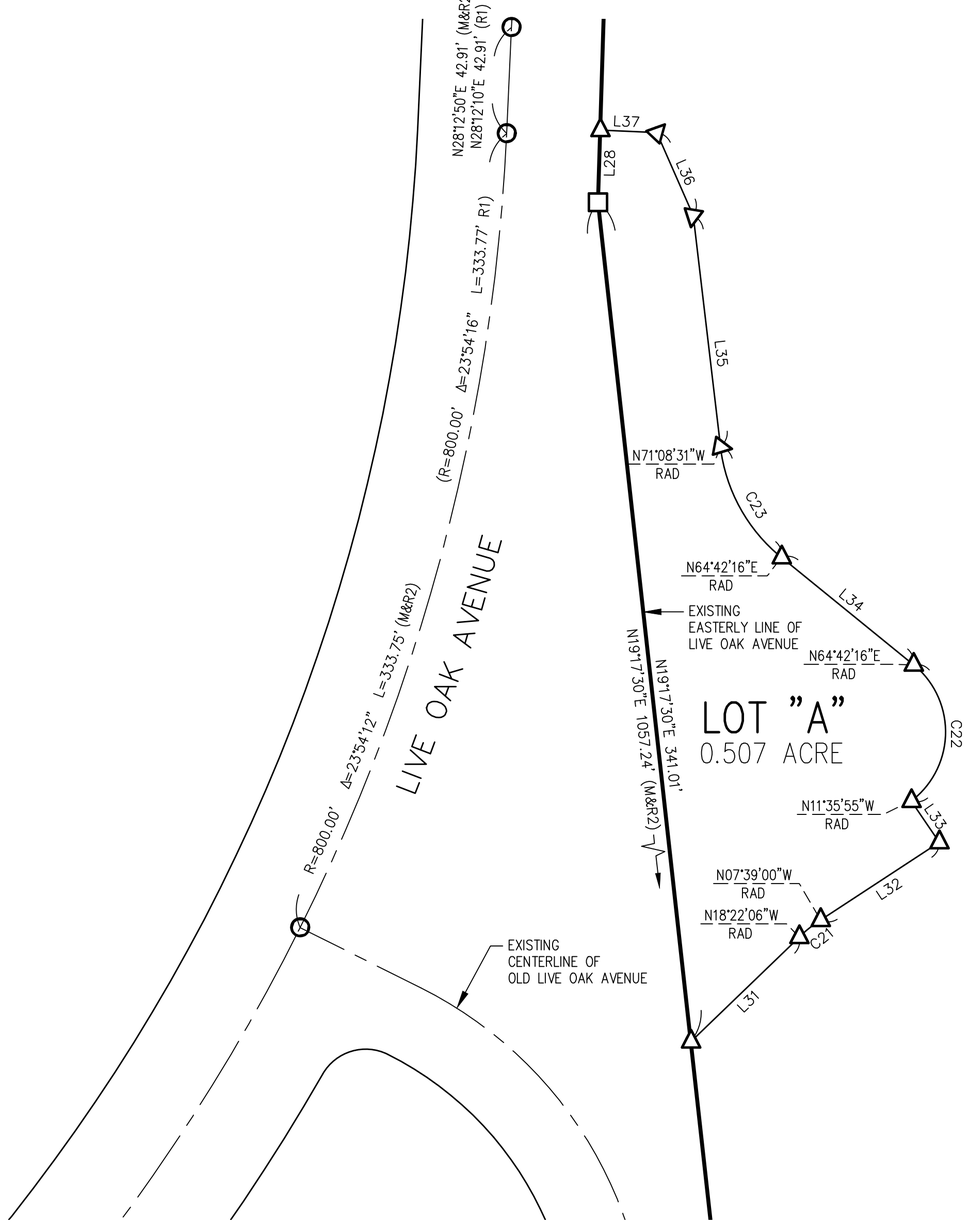
GROSS AREA: 32.236 ACRES
NET AREA: 32.216 ACRES
1 LETTERED LOT & 1 NUMBERED LOT
LOT 1 : 1,382,113 SF
LOT "A" : 22,105 SF

TRACT MAP NO. 20568

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

THAT PORTION OF LIVE OAK AND OLD LIVE OAK AVENUE, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 20565, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 262, PAGES 100 THROUGH 103 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ARMANDO D. DUPONT, PLS **JUNE, 2025**



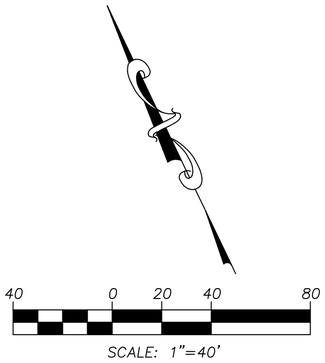
SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
- FD 1" I.P. STAMPED "RCE 14375", PER TRACT NO. 12064–2, M.B. 176/78–97
- FD 1" I.P. STAMPED "LS 4965", PER TRACT NO. 15117, M.B. 275/66–90
- DENOTES 1" I.P. LS "7780" TO BE SET PER P.M 20565, M.B. 262/100–103. UNLESS OTHERWISE NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH
- (R1) RECORD DATA PER TRACT NO. 15117, M.B. 275, PGS 66–90
- (R2) RECORD DATA PER PARCEL MAP 20565 M.B. 262, PGS 100–103

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF LIVE OAK AVENUE, BEING N24°48'10"E PER TRACT NO. 12064–2, AS PER MAP FILED IN BOOK 176, PAGES 78 THROUGH 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

** SEE LINE AND CURVE TABLE ON SHEET 4



GROSS AREA: 32.236 ACRES
NET AREA: 32.216 ACRES
1 LETTERED LOT & 1 NUMBERED LOT
LOT 1 : 1,382,113 SF
LOT "A" : 22,105 SF

TRACT MAP NO. 20568

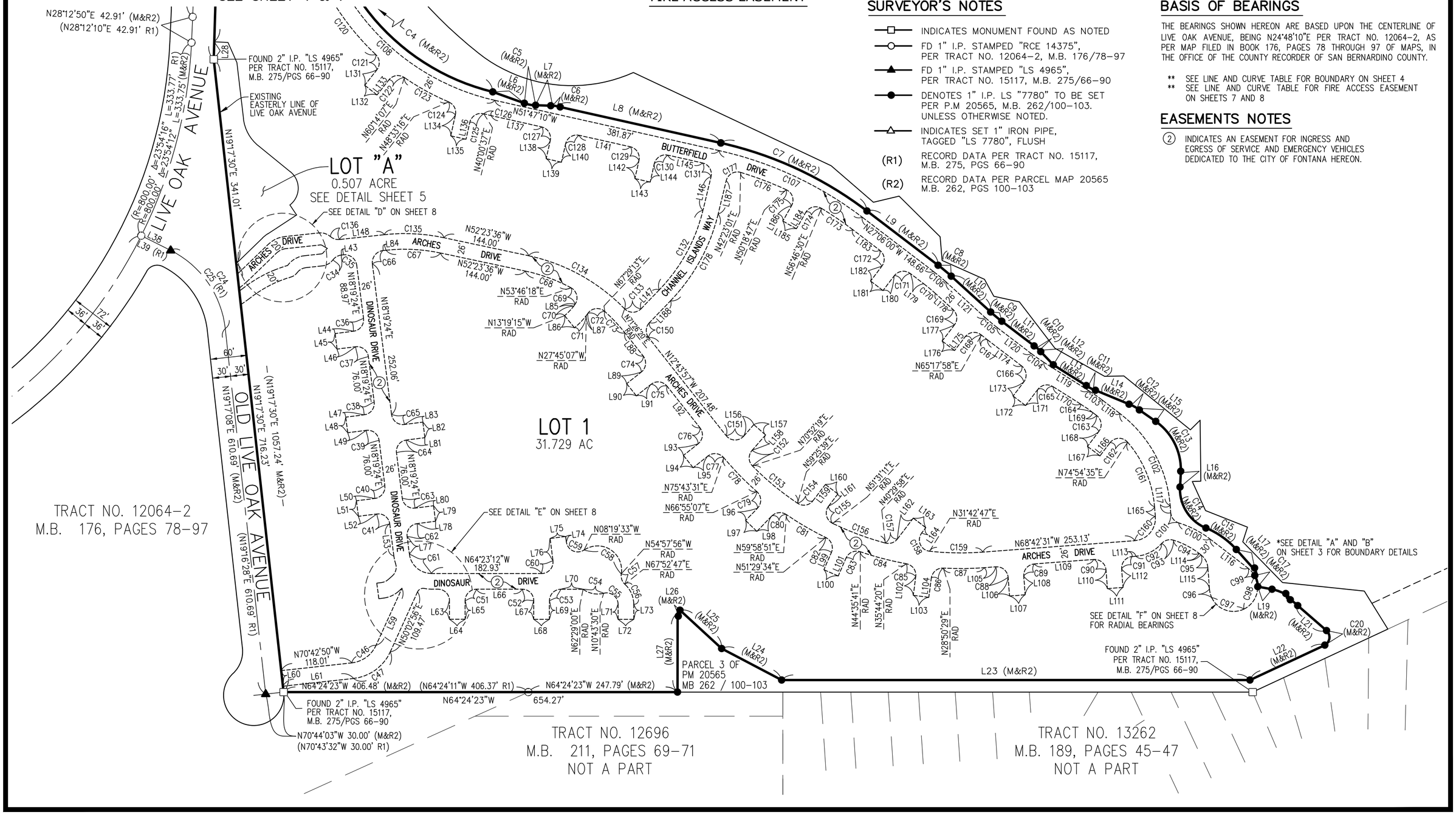
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

THAT PORTION OF LIVE OAK AND OLD LIVE OAK AVENUE, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 20565, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 262, PAGES 100 THROUGH 103 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ARMANDO D. DUPONT, PLS — JUNE, 2025

SEE SHEET 4 & 7

FIRE ACCESS EASEMENT



SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
- FD 1" I.P. STAMPED "RCE 14375", PER TRACT NO. 12064-2, M.B. 176/78-97
- FD 1" I.P. STAMPED "LS 4965", PER TRACT NO. 15117, M.B. 275/66-90
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- INDICATES SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH
- (R1) RECORD DATA PER TRACT NO. 15117, M.B. 275, PGS 66-90
- (R2) RECORD DATA PER PARCEL MAP 20565 M.B. 262, PGS 100-103

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF LIVE OAK AVENUE, BEING N24°48'10"E PER TRACT NO. 12064-2, AS PER MAP FILED IN BOOK 176, PAGES 78 THROUGH 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

** SEE LINE AND CURVE TABLE FOR BOUNDARY ON SHEET 4
** SEE LINE AND CURVE TABLE FOR FIRE ACCESS EASEMENT ON SHEETS 7 AND 8

EASEMENTS NOTES

(2) INDICATES AN EASEMENT FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES DEDICATED TO THE CITY OF FONTANA HEREON.

GROSS AREA: 32.236 ACRES
NET AREA: 32.216 ACRES
1 LETTERED LOT & 1 NUMBERED LOT
LOT 1 : 1,382,113 SF
LOT "A" : 22,105 SF

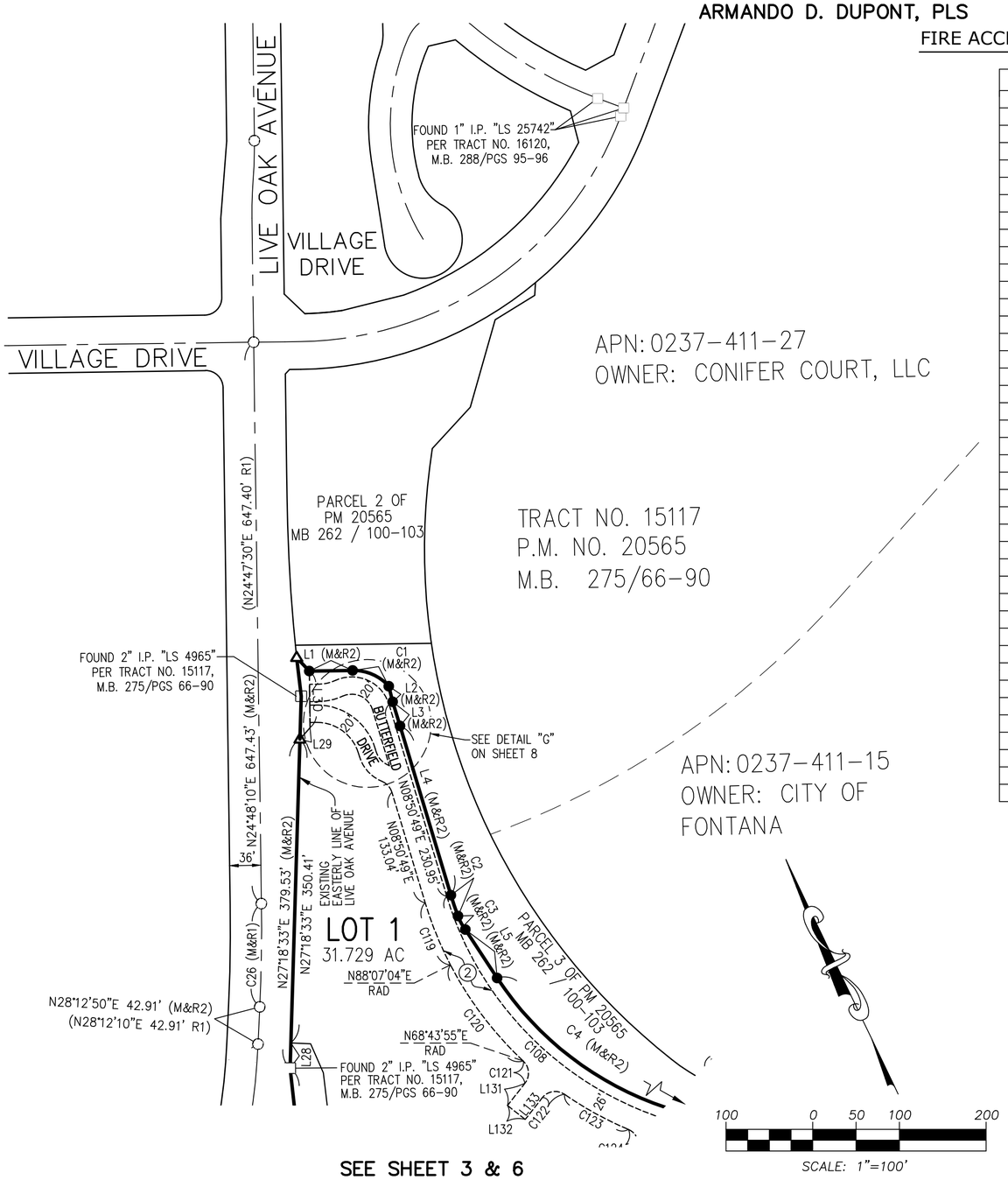
TRACT MAP NO. 20568

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

THAT PORTION OF LIVE OAK AND OLD LIVE OAK AVENUE, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 20565, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 262, PAGES 100 THROUGH 103 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ARMANDO D. DUPONT, PLS **JUNE, 2025**

FIRE ACCESS EASEMENT



SEE SHEET 3 & 6

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C28	17.30'	172.00'	05°45'46"
C29	58.49'	200.74'	16°41'37"
C30	19.85'	200.00'	05°41'07"
C31	13.17'	20.00'	37°43'45"
C32	16.67'	20.00'	47°45'24"
C33	20.87'	25.01'	47°48'25"
C34	16.52'	20.00'	47°19'47"
C35	31.03'	20.00'	88°53'21"
C36	29.85'	19.00'	90°00'00"
C37	29.85'	19.00'	90°00'00"
C38	29.85'	19.00'	90°00'00"
C39	29.85'	19.00'	90°00'00"
C40	29.85'	19.00'	90°00'00"
C41	29.85'	19.00'	90°00'00"
C42	12.88'	63.00'	11°43'04"
C43	22.23'	19.00'	67°01'49"
C44	12.11'	20.00'	34°41'15"
C45	27.85'	46.00'	34°41'15"
C46	51.69'	50.00'	59°14'17"
C47	78.57'	76.00'	59°14'17"
C48	13.37'	10.00'	76°37'09"
C49	12.16'	63.00'	11°03'17"
C50	29.85'	19.00'	90°00'00"
C51	29.85'	19.00'	90°00'00"
C52	29.85'	19.00'	90°00'00"
C53	29.85'	19.00'	90°00'00"
C54	36.13'	40.00'	51°45'30"
C55	34.78'	19.00'	104°53'18"
C56	37.49'	45.00'	47°44'01"
C57	18.95'	19.00'	57°09'17"
C58	93.10'	40.00'	133°21'37"
C59	38.68'	19.00'	116°38'57"
C60	32.26'	19.00'	97°17'24"
C61	53.41'	37.00'	82°42'36"
C62	29.85'	19.00'	90°00'00"
C63	29.85'	19.00'	90°00'00"
C64	29.85'	19.00'	90°00'00"
C65	29.85'	19.00'	90°00'00"
C66	31.80'	20.00'	91°06'39"
C67	91.03'	287.00'	18°10'21"

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C68	80.97'	287.00'	16°09'54"
C69	32.12'	19.00'	96°51'28"
C70	21.57'	87.00'	14°12'17"
C71	28.46'	113.00'	14°25'51"
C72	32.12'	19.00'	96°51'28"
C73	48.99'	287.00'	09°46'50"
C74	29.85'	19.00'	90°00'00"
C75	29.85'	19.00'	90°00'00"
C76	29.85'	19.00'	90°00'00"
C77	29.33'	19.00'	88°27'28"
C78	78.85'	513.00'	08°48'24"
C79	30.76'	19.00'	92°44'56"
C80	26.63'	19.00'	80°18'48"
C81	76.00'	513.00'	08°29'17"
C82	29.04'	19.00'	87°34'38"
C83	28.36'	19.00'	85°31'29"
C84	79.29'	513.00'	08°51'21"
C85	28.96'	19.00'	87°19'19"
C86	28.45'	19.00'	85°46'50"
C87	67.60'	513.00'	07°33'00"
C88	29.85'	19.00'	90°00'00"
C89	29.85'	19.00'	90°00'00"
C90	29.85'	19.00'	90°00'00"
C91	29.85'	19.00'	90°00'00"
C92	48.67'	63.00'	44°15'48"
C93	21.78'	19.00'	65°40'08"
C94	48.05'	135.00'	20°23'38"
C95	25.24'	30.00'	48°12'01"
C96	14.86'	40.00'	21°17'29"
C97	62.83'	40.00'	90°00'00"
C98	62.83'	40.00'	90°00'00"
C99	18.79'	40.00'	26°54'33"
C100	58.81'	165.00'	20°25'20"
C101	22.66'	19.00'	68°20'04"
C102	179.02'	213.00'	48°09'22"
C103	27.31'	313.00'	05°00'00"
C104	25.05'	287.00'	05°00'00"
C105	25.05'	287.00'	05°00'00"
C106	27.31'	313.00'	05°00'00"
C107	264.11'	613.00'	24°41'10"

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C108	409.54'	387.00'	60°37'58"
C109	76.71'	45.00'	97°40'06"
C110	20.64'	50.00'	23°38'47"
C111	28.89'	70.00'	23°38'47"
C112	42.62'	25.00'	97°40'06"
C113	1.00'	40.00'	01°26'05"
C114	22.21'	25.00'	50°53'35"
C115	90.43'	70.00'	74°01'19"
C116	64.60'	50.00'	74°01'19"
C117	39.97'	45.00'	50°53'35"
C118	17.76'	20.00'	50°53'35"
C119	77.34'	413.00'	10°43'45"
C120	139.74'	413.00'	19°23'09"
C121	28.20'	19.00'	85°01'41"
C122	28.68'	19.00'	86°28'30"
C123	84.20'	413.00'	11°40'51"
C124	26.42'	19.00'	79°39'35"
C125	30.44'	19.00'	91°47'47"
C126	12.95'	413.00'	01°47'47"
C127	29.85'	19.00'	90°00'00"
C128	29.85'	19.00'	90°00'00"
C129	29.85'	19.00'	90°00'00"
C130	29.85'	19.00'	90°00'00"
C131	30.16'	19.00'	90°56'24"
C132	152.42'	287.00'	30°25'44"
C133	30.46'	19.00'	91°51'22"
C134	184.82'	313.00'	33°49'56"
C135	99.27'	313.00'	18°10'21"
C136	16.52'	20.00'	47°19'47"
C137	20.65'	25.00'	47°19'47"
C138	29.69'	45.00'	37°48'10"
C139	4.03'	128.00'	01°48'17"
C140	18.66'	148.00'	07°13'24"
C141	16.49'	25.00'	37°48'10"
C142	4.13'	5.00'	47°19'47"
C143	9.21'	191.14'	02°45'44"
C144	9.73'	40.00'	13°56'33"
C145	4.23'	5.01'	48°25'02"
C146	33.34'	40.00'	47°45'24"
C147	21.84'	220.05'	05°41'07"

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
C148	64.19'	220.74'	16°39'41"
C149	5.33'	152.00'	02°00'31"
C150	27.30'	19.00'	82°18'55"
C151	33.29'	19.00'	100°23'22"
C152	28.52'	19.00'	86°00'22"
C153	97.27'	487.00'	11°26'40"
C154	28.69'	19.00'	86°31'40"
C155	33.62'	19.00'	101°22'49"
C156	93.67'	487.00'	11°01'13"
C157	22.42'	19.00'	67°35'58"
C158	40.19'	19.00'	121°11'13"
C159	88.58'	487.00'	10°25'18"
C160	58.27'	37.00'	90°14'07"
C161	117.97'	187.00'	36°08'47"
C162	33.83'	19.00'	102°00'35"
C163	29.85'	19.00'	90°00'00"
C164	25.05'	287.00'	05°00'00"
C165	28.19'	19.00'	85°00'00"
C166	29.85'	19.00'	90°00'00"
C167	13.11'	313.00'	02°23'58"
C168	30.64'	19.00'	92°23'58"
C169	28.19'	19.00'	85°00'00"
C170	25.05'	287.00'	05°00'00"
C171	29.85'	19.00'	90°00'00"
C172	29.85'	19.00'	90°00'00"
C173	62.75'	587.00'	06°07'30"
C174	30.38'	19.00'	91°37'18"
C175	31.45'	19.00'	94°50'24"
C176	81.24'	587.00'	07°55'46"
C177	30.92'	19.00'	93°13'47"
C178	166.23'	313.00'	30°25'44"

SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
- FD 1" I.P. STAMPED "RCE 14375", PER TRACT NO. 12064-2, M.B. 176/78-97
- FD 1" I.P. STAMPED "LS 4965", PER TRACT NO. 15117, M.B. 275/66-90
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- (R1) RECORD DATA PER TRACT NO. 15117, M.B. 275, PGS 66-90
- (R2) RECORD DATA PER PARCEL MAP 20565 M.B. 262, PGS 100-103

EASEMENTS NOTES

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GROSS AREA: 32.236 ACRES
NET AREA: 32.216 ACRES
1 LETTERED LOT & 1 NUMBERED LOT
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LOT "A" : 22,105 SF

TRACT MAP NO. 20568

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

THAT PORTION OF LIVE OAK AND OLD LIVE OAK AVENUE, TOGETHER WITH A PORTION OF PARCEL 1 OF PARCEL MAP NO. 20565, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 262, PAGES 100 THROUGH 103 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

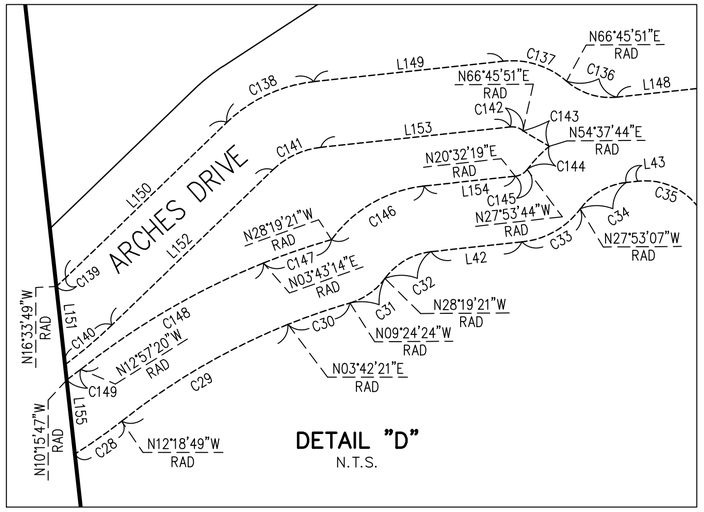
ARMANDO D. DUPONT, PLS JUNE, 2025

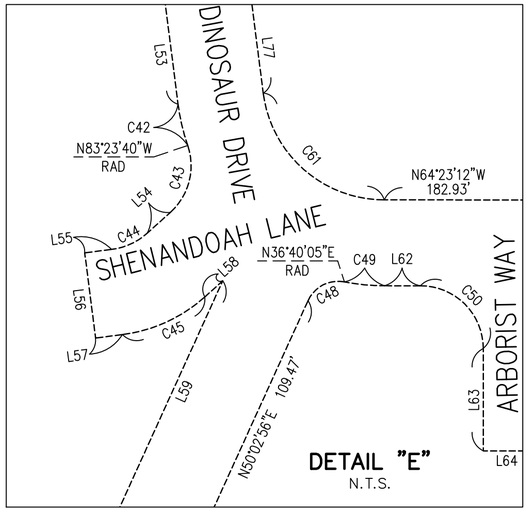
LINE TABLE		
NO.	BEARING	DISTANCE
L42	N70°33'57"W	27.65'
L43	N70°33'57"W	3.64'
L44	N71°40'36"W	31.00'
L45	N18°19'24"E	26.00'
L46	N71°40'36"W	31.00'
L47	N71°40'36"W	31.00'
L48	N18°19'24"E	26.00'
L49	N71°40'36"W	31.00'
L50	N71°40'36"W	31.00'
L51	N18°19'24"E	26.00'
L52	N71°40'36"W	31.00'
L53	N18°19'24"E	53.87'
L54	N73°38'09"E	9.31'
L55	N71°40'36"W	8.22'
L56	N18°19'24"E	26.00'
L57	N71°40'36"W	8.22'
L58	N73°38'09"E	7.28'
L59	N50°02'56"E	104.24'
L60	N19°17'10"E	26.00'
L61	N70°42'50"W	118.01'
L62	N64°23'12"W	10.95'
L63	N25°36'48"E	31.00'
L64	N64°23'12"W	26.00'
L65	N25°36'48"E	31.00'
L66	N64°23'12"W	76.00'
L67	N25°36'48"E	31.00'
L68	N64°23'12"W	26.00'
L69	N25°36'48"E	31.00'
L70	N64°23'12"W	36.84'
L71	N25°36'48"E	24.98'
L72	N64°23'12"W	26.00'
L73	N25°36'48"E	24.98'
L74	N18°19'24"E	9.09'
L75	N71°40'36"W	26.00'
L76	N18°19'24"E	37.14'
L77	N18°19'24"E	29.50'
L78	N71°40'36"W	31.00'
L79	N18°19'24"E	26.00'
L80	N71°40'36"W	31.00'
L81	N71°40'36"W	31.00'

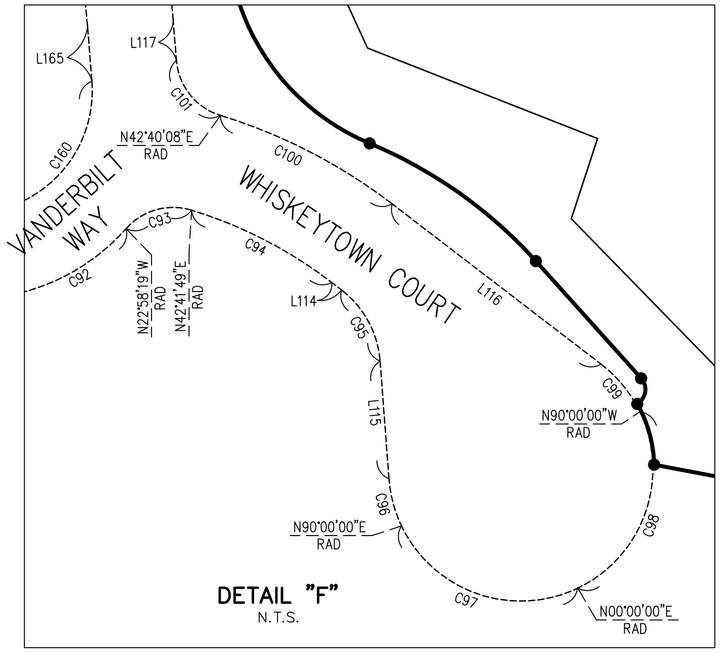
LINE TABLE		
NO.	BEARING	DISTANCE
L82	N18°19'24"E	26.00'
L83	N71°40'36"W	31.00'
L84	N70°33'57"W	5.05'
L85	N60°37'46"E	3.87'
L86	N13°19'15"W	26.00'
L87	N60°37'46"E	4.26'
L88	N12°43'57"W	48.84'
L89	N77°16'03"E	31.00'
L90	N12°43'57"W	26.00'
L91	N77°16'03"E	31.00'
L92	N12°43'57"W	88.00'
L93	N77°16'03"E	31.00'
L94	N12°43'57"W	26.00'
L95	N77°16'03"E	31.19'
L96	N69°40'03"E	28.38'
L97	N20°19'57"W	26.00'
L98	N69°40'03"E	35.35'
L99	N49°04'12"E	31.39'
L100	N40°55'48"W	26.00'
L101	N49°04'12"E	32.53'
L102	N33°03'39"E	31.53'
L103	N56°56'21"W	26.00'
L104	N33°03'39"E	32.39'
L105	N68°42'31"W	19.77'
L106	N21°17'29"E	31.00'
L107	N68°42'31"W	26.00'
L108	N21°17'29"E	31.00'
L109	N68°42'31"W	99.00'
L110	N21°17'29"E	31.00'
L111	N68°42'31"W	26.00'
L112	N21°17'29"E	31.00'
L113	N68°42'31"W	6.36'
L114	N26°54'33"W	3.69'
L115	N21°17'29"E	35.76'
L116	N26°54'33"W	79.71'
L117	N21°03'22"E	12.29'
L118	N27°06'00"W	36.90'
L119	N32°06'00"W	88.54'
L120	N27°06'00"W	71.75'
L121	N22°06'00"W	88.54'

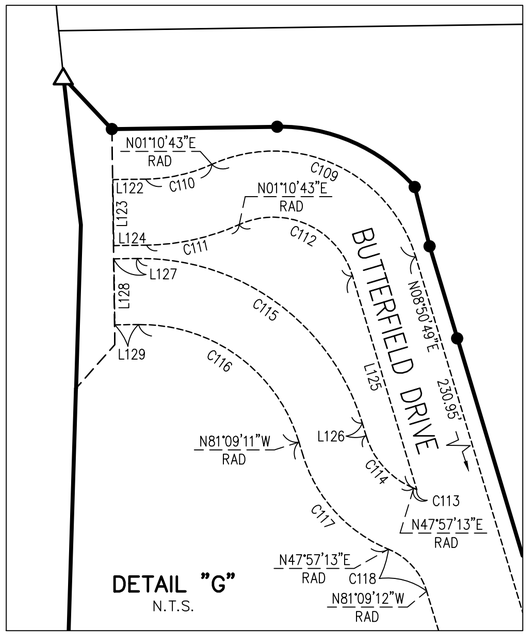
LINE TABLE		
NO.	BEARING	DISTANCE
L122	N65°10'30"W	10.00'
L123	N24°49'30"E	20.00'
L124	N65°10'30"W	10.00'
L125	N08°50'49"E	67.52'
L126	N08°50'49"E	3.96'
L127	N65°10'30"W	7.23'
L128	N24°49'30"E	20.00'
L129	N65°10'30"W	7.23'
L130	N08°50'49"E	3.96'
L131	N63°45'37"E	32.59'
L132	N26°14'23"W	26.00'
L133	N63°45'37"E	31.78'
L134	N38°12'50"E	35.50'
L135	N51°47'10"W	26.00'
L136	N38°12'50"E	28.70'
L137	N51°47'10"W	85.46'
L138	N38°12'50"E	31.00'
L139	N51°47'10"W	26.00'
L140	N38°12'50"E	31.00'
L141	N51°47'10"W	87.00'
L142	N38°12'50"E	31.00'
L143	N51°47'10"W	26.00'
L144	N38°12'50"E	31.00'
L145	N51°47'10"W	58.73'
L146	N39°09'14"E	57.50'
L147	N69°34'59"E	43.57'
L148	N70°33'57"W	74.70'
L149	N70°33'57"W	57.62'
L150	N71°37'54"E	67.58'
L151	N19°17'30"E	23.86'
L152	N71°37'54"E	67.58'
L153	N70°33'57"W	57.62'
L154	N70°33'57"W	27.77'
L155	N19°17'30"E	22.58'
L156	N66°52'41"E	25.39'
L157	N23°07'19"W	26.00'
L158	N66°52'41"E	34.17'
L159	N62°54'00"E	33.89'
L160	N27°06'00"W	26.00'
L161	N62°54'00"E	25.55'

LINE TABLE		
NO.	BEARING	DISTANCE
L162	N62°54'00"E	43.45'
L163	N27°06'00"W	26.00'
L164	N62°54'00"E	11.13'
L165	N21°03'22"E	16.57'
L166	N62°54'00"E	27.35'
L167	N27°06'00"W	26.00'
L168	N62°54'00"E	31.02'
L169	N27°06'00"W	7.86'
L170	N32°06'00"W	53.99'
L171	N62°54'00"E	33.73'
L172	N27°06'00"W	26.00'
L173	N62°54'00"E	29.45'
L174	N27°06'00"W	71.10'
L175	N62°54'00"E	28.47'
L176	N27°06'00"W	26.00'
L177	N62°54'00"E	33.73'
L178	N22°06'00"W	39.39'
L179	N27°06'00"W	28.40'
L180	N62°54'00"E	31.00'
L181	N27°06'00"W	26.00'
L182	N62°54'00"E	31.00'
L183	N27°06'00"W	56.26'
L184	N55°09'12"E	30.99'
L185	N34°50'48"W	26.00'
L186	N55°09'12"E	29.19'
L187	N39°09'14"E	57.04'
L188	N69°34'59"E	50.48'









File #: 26-0778
Agenda #: I.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Summary Vacation of Excess Right-of-Way Along Old Live Oak Avenue

RECOMMENDATION:
Adopt **Resolution No. 2026-008**, to summarily vacate excess right-of-way along Old Live Oak Avenue pursuant to an adopted Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (SCH No. 81052210) and direct staff to file a Notice of Determination.

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

DISCUSSION:
On July 25, 2023, the City Council adopted Resolution No. 2023-085, which approved several entitlements for the Height at Southridge Project. As a part of this project, developer KB Homes was required to construct new improvements along Old Live Oak Avenue and Live Oak Avenue. These new improvements have effectively rendered a portion of the right-of-way along Old Live Oak Avenue unnecessary for present or future use.

As part of Resolution 2023-085, the City Council adopted an Addendum to the EIR for the Southridge Village Specific Plan Final Environmental Impact Report (FEIR) (SCH No. 81052210) and Mitigation, Monitoring, and Reporting Program (MMRP) pursuant State CEQA Guidelines Sections 15162 and 15164, along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

On April 22, 2025, the City of Fontana declared a right-of-way for street and public utility purposes along Old Live Oak Avenue.

Pursuant to the adopted Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (State Clearinghouse [SCH] No. 81052210) and based on the CEQA Sections 15162 through 15164, staff has determined that, as to the proposed summary vacation, none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. A Notice of Determination has been prepared.

The summary vacation of the excess right-of-way along Old Live Oak Avenue is being processed in accordance with Division 9, Part 3, Chapter 4 of the Streets and Highways Code. Based on staff's

comprehensive review, the following points support the summary vacation of this excess right-of-way:

- The excess right-of-way is no longer necessary for any present or future public use, including street, highway, pedestrian, bikeway or other non-motorized transportation access.
- The excess right-of-way has not been used for its originally intended public purpose.
- The excess right-of-way does not contain any active public utility facilities that would be affected by the vacation.
- All properties adjacent to the excess of-right-of-way will maintain adequate access following the vacation.
- The summary vacation aligns with the City's adopted General Plan.
- The summary vacation will not negatively impact the public street system for which the original right-of-way was established.

Upon recordation of the Resolution with the San Bernardino County Assessor-Recorder-Clerk Office, the vacation will be complete, and the described area will no longer constitute public right-of-way.

FISCAL IMPACT:
There is no fiscal impact associated with the recommended action.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-008

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, TO SUMMARILY VACATE AN EXCESS RIGHT-OF-WAY ALONG OLD LIVE OAK AVENUE PURSUANT TO AN ADOPTED ADDENDUM TO THE SOUTHRIDGE VILLAGE SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT NO. 81-3 (STATE CLEARINGHOUSE [SCH] NO. 81052210) AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION.

WHEREAS, the California Streets and Highways Code provides that an excess right-of-way of a street may be summarily vacated if certain conditions are met; and

WHEREAS, the City of Fontana ("City") holds a right-of-way for street and public utility purposes over, along, under and upon that portion of Old Live Oak Avenue; and

WHEREAS, on July 25, 2023, the City Council adopted Resolution No. 2023-085, approving general plan and specific plan amendments, a tentative parcel map, tentative tract maps, a design review, and an administrative site plan for the Southridge Project ("Project"); and

WHEREAS, as part of Resolution 2023-085, the City Council adopts an Addendum to the EIR for the Southridge Village Specific Plan Final Environmental Impact Report (FEIR) (SCH No. 81052210) and Mitigation, Monitoring, and Reporting Program (MMRP) pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA; and

WHEREAS, as part of the Project, the Developer, KB Homes, was required to construct a right-of-way for street and utility purposes along Old Live Oak Avenue and Live Oak Avenue; and

WHEREAS, as a result of the Project, a portion of the original public right-of-way along Old Live Oak Avenue, as more particularly described in **Exhibit A** and depicted on **Exhibit B**, both of which are attached hereto and incorporated herein (the "Excess Right-of-Way"), is no longer required for present or prospective public street or utility purposes; and

WHEREAS, the Excess Right-of-Way has not been used for the purpose for which it was acquired; and

WHEREAS, the vacation of the Excess Right-of-Way will not operate to cut off all access to any property adjoining said street; and

WHEREAS, it has been determined that there are no public service easements existing or required within the area for vacation; and

WHEREAS, consistent with the existing fee ownership, the underlying fee shall revert to the City; and

WHEREAS, this summary vacation is made pursuant to the California Streets and Highways Code, Division 9, Part 3 (sections 8300 et. seq.), Chapter 4- Summary Vacation; and

WHEREAS, pursuant to the adopted Addendum to the Southridge Village Specific Plan Environmental Impact Report No. 81-3 (State Clearinghouse [SCH] No. 81052210) and based on the CEQA Sections 15162 through 15164, staff has determined that, as to the proposed summary vacation, none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. A Notice of Determination has been prepared; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2. Compliance with California Environmental Quality Act. Having considered the Addendum, the administrative record, the Southridge Village Specific Plan FEIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the summary vacation have been addressed within the Southridge Village Specific Plan FEIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the summary vacation may result in any significant environmental impacts beyond those analyzed in the Southridge Village Specific Plan FEIR. Therefore, no further environmental review is required and staff is directed to file a Notice of Determination

Section 3. Findings. The City Council further finds that:

(a) The subject excess right-of-way to be vacated is not required for present or prospective public use, either for street or highway purposes or for any other public circulation use such as pedestrian, bikeway, or other non-motorized transportation access.

(b) The subject excess right-of-way has not been used for the purpose for which it was acquired.

(c) The excess right-of-way to be vacated does not contain active public utility facilities.

(d) Those properties adjoining the excess right-of-way to be vacated will continue to have access.

(e) This summary vacation is consistent with the City's General Plan.

(f) The public street system for which the excess right-of-way was originally acquired will not be detrimentally affected by this vacation.

Section 4. Order of Vacation. The City Council, under the authority vested in it by the California Streets and Highways Code, hereby orders the vacation of the Excess Right-of-Way described herein as the portion of Old Live Oak Avenue and Live Oak Avenue, which location is more particularly described in **Exhibit A** and depicted on **Exhibit B**, both of which is attached hereto and incorporated herein by this reference.

Section 5. Certification, Recordation and Retention. The City Clerk shall cause a certified copy of this Resolution, attested by the City Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the San Bernardino County Recorder. Pursuant to California Streets and Highways Code section 8336, no fee shall be charged for such recordation. The City Clerk shall permanently maintain a true and correct copy of this Resolution.

Section 6. Completion of Vacation. Upon the date this Resolution is recorded, the vacation shall be complete and the excess right-of-way described herein will no longer constitute a right-of-way.

Section 7. Effective Date. This Resolution shall become effective immediately.

Section 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

APPROVED AND ADOPTED this 24th day of February, 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 24th day of February, 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"
LEGAL DESCRIPTION
STREET VACATION

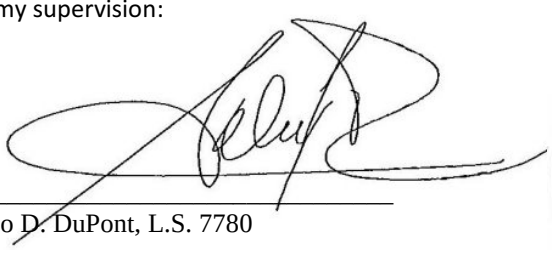
THOSE PORTIONS OF LIVE OAK AVENUE AND OLD LIVE OAK AVENUE, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SAID STREETS ARE SHOWN ON TRACT NO. 12064-2 AS PER MAP FILED IN BOOK 176, PAGES 78 THROUGH 97, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 28 OF SAID TRACT NO. 12064-2, SAID POINT BEING ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 135.51 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 70°42’52” EAST; THENCE NORTHERLY ALONG SAID CURVE, BEING ALSO THE EASTERLY LINE OF SAID LOT 28, THROUGH A CENTRAL ANGLE OF 34°05’37”, AN ARC DISTANCE OF 80.63 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°04’14”, AN ARC DISTANCE OF 54.56 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG SAID CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 28, THROUGH A CENTRAL ANGLE OF 70°14’14”, AN ARC DISTANCE OF 24.52 FEET; THENCE LEAVING SAID NORTHERLY LINE OF LOT 28, NORTH 03°19’14” EAST, 1.06 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 836.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 34°57’58” EAST, SAID CURVE BEING 36.00 FEET SOUTHEASTERLY, MEASURED CONCENTRICALLY FROM THE CENTERLINE OF LIVE OAK AVENUE AS SHOWN ON SAID TRACT NO. 12064-2; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02’22”, AN ARC DISTANCE OF 365.35 FEET; THENCE SOUTH 60°00’20” EAST, RADIAL TO PREVIOUSLY DESCRIBED CURVE, 2.52 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID TRACT NO. 12064-2, BEING ALSO THE WESTERLY LINE PARCEL 1 OF PARCEL MAP NO. 20565, AS PER MAP RECORDED IN BOOK 262, PAGES 100 THROUGH 103, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY; THENCE SOUTH 19°17’30” WEST, ALONG SAID WESTERLY LINE, 344.95 FEET; THENCE SOUTH 77°41’11” WEST, 16.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 116.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°43’41”, AN ARC DISTANCE OF 72.33 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 22,954 SQUARE FEET OR 0.527 ACRES, MORE OR LESS

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Prepared under my supervision:

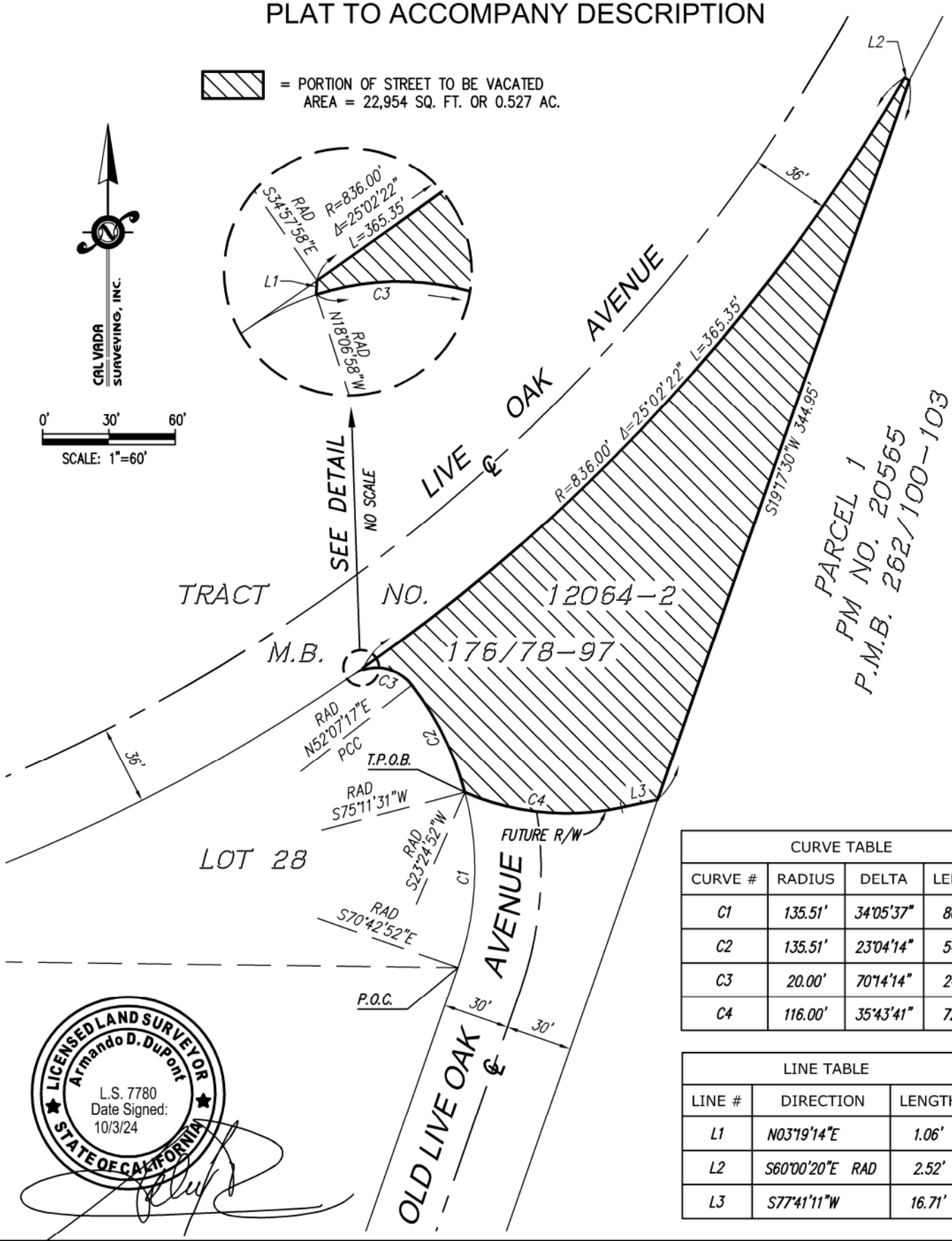


Armando D. DuPont, L.S. 7780



10-3-24

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	135.51'	34°05'37"	80.63'
C2	135.51'	23°04'14"	54.56'
C3	20.00'	70°14'14"	24.52'
C4	116.00'	35°43'41"	72.33'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N03°19'14"E	1.06'
L2	S60°00'20"E RAD	2.52'
L3	S77°41'11"W	16.71'

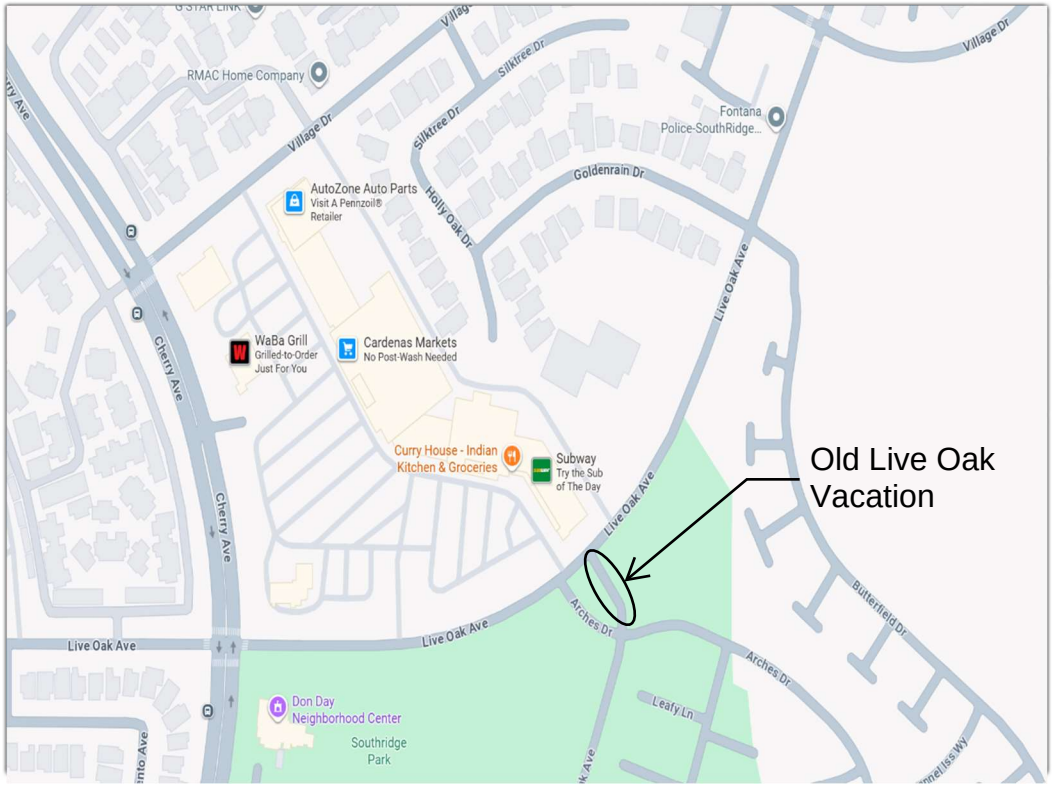
LICENSED LAND SURVEYOR
Armando D. DuPont
L.S. 7780
Date Signed: 10/3/24
STATE OF CALIFORNIA

CAL VADA
SURVEYING, INC.
411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92878
Los Angeles
PHONE: 951-280-9960 FAX: 951-280-9746 www.calvada.cc

Job No. 22191-2

SUMMARY VACATION

CITY OF FONTANA, CALIFORNIA



VICINITY MAP

N.T.S

File #: 26-0789
Agenda #: J.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approval of Easement and Maintenance Agreement with KB HOME Cal Management Services LLC

RECOMMENDATION:
Adopt **Resolution No. 2026-009**, approving an easement and maintenance agreement between the City of Fontana and KB HOME Cal Management Services LLC.

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:
In connection with the entitlements for the development of the Residential Property identified in Exhibit A-2 of the Easement and Maintenance Agreement between the City of Fontana and KB HOME Cal Management Services LLC, the City has required KB HOME Cal Management Services LLC ("Owner") to assume specific construction and maintenance responsibilities within City-Owned property.

The proposed agreement ("Agreement") establishes a temporary construction easement for an access road and public trail, and a perpetual maintenance easement for landscaped and native vegetation areas. This Agreement ensures that the construction and ongoing maintenance of these areas are the responsibility of the Owner and subsequently, a homeowner's association.

CEQA:
Pursuant to Sections 15162 and 15164 of the CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, an Addendum to the Southridge Village Specific Plan EIR No. 81-3 (SCH No. 81052210) has been prepared for the project. The aforementioned EIR was adopted by the City Council in December 1981 and it anticipated the development of residential units from the project. The FEIR and Addendum support the proposed easement and maintenance agreement and allows for the development of the associated residential units.

FISCAL IMPACT:
There is no fiscal impact to the City's resources at this time. Maintenance responsibility belongs to KB HOME Cal Management Services LLC and subsequently transferred to a Homeowner's Association upon its formation.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AN EASEMENT AND MAINTENANCE AGREEMENT WITH KB HOME CAL MANAGEMENT SERVICES LLC.

WHEREAS, the City of Fontana ("City") is the owner of certain real property more particularly described in Exhibit "A-1" of the Easement and Maintenance Agreement ("Agreement") (hereinafter "City Property"); and

WHEREAS, KB Home Cal Management Services LLC ("Owner") is the owner of certain real property more particularly described in Exhibit "A-2" of the Agreement ("Residential Property"); and

WHEREAS, the Residential Property is located adjacent to the City Property and is currently being developed for residential use; and

WHEREAS, as a condition of the development entitlements for the Residential Property, the City requires the Owner to assume certain construction and perpetual maintenance responsibilities for landscaping, fuel modifications, and related infrastructure within portions of the City Property; and

WHEREAS, the City and Owner have negotiated an easement and maintenance agreement to establish temporary construction easements and permanent maintenance easement over the City Property to ensure the safe and orderly development and upkeep of the area; and

WHEREAS, the Agreement provides that these maintenance obligations will eventually be transferred to a homeowners association, ensuring the City is protected from the long-term costs of maintaining these specific improvements; and

WHEREAS, pursuant to Sections 15162 and 15164 of the California Environmental Quality Act ("CEQA") Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines, an Addendum to the Southridge Village Specific Plan Environmental Impact Report ("EIR") No. 81-3 (State Clearinghouse ("SCH") No. 81052210) was prepared. The aforementioned EIR was adopted by the City Council in December 1981, and it anticipated the development of residential units and the construction and maintenance responsibilities for landscaping, fuel modifications and related infrastructure within portions of the City for the project. No new additional impacts beyond what was anticipated in the EIR were identified in the Addendum. Based on the CEQA Sections 15162 through 15164, staff has determined that none of the criteria requiring a subsequent environmental document have been met and that further environmental analysis is not required. A Notice of Determination has been prepared; and

WHEREAS, the City finds that entering into this Agreement is in the best interest of the public health, safety, and welfare of the City of Fontana.

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

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

Section 2. CEQA. Consistent with the CEQA (Pub. Resources Code § 2100 et seq.) and the State CEQA Guidelines (Cal Code Regs., tit. 14, § 15000 et seq.), the Heights at Southridge Addendum to the EIR (SCH No. 81052210) was prepared for development. The City Council finds that the Addendum contains a complete and accurate reporting of all of the environmental impacts associated with the project. The City Council further finds that the Addendum was completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana's 2019 Local Guidelines for implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the Southridge Village Specific Plan FEIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the project have been addressed within the Southridge Village Specific Plan FEIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the project may result in any significant environmental impacts beyond those analyzed in the Southridge Village Specific Plan FEIR and Addendum. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the project and reflects the independent judgement and analysis of the City Council.

Section 4. Adoption of the Addendum to the Southridge Village Specific Plan FEIR. The City Council hereby adopts the Addendum to the EIR for the Southridge Village Specific Plan FEIR (SCH No. 81052210) and MMRP that have been prepared pursuant to State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for implementing CEQA. City Council directs staff to file a Notice of Determination.

Section 5. Approvals. The City Council hereby approves the Agreement between the City and the Owner. The City Manager, or their designee, is hereby authorized and directed to execute the Agreement on behalf of the City, subject to such minor, non-substantive changes as may be approved by the City Manager and the City Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 7. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not

affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 24th day of February, 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 24th day of February, 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk



VICINITY MAP

N.T.S

CITY OF FONTANA, CA

File #: 26-0797
Agenda #: K.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Award a Contract for the Jessie Turner Center Indoor Basketball Court Replacement Project (PW-26-105-SB)

RECOMMENDATION:
Award and Authorize the City Manager to enter into a contract with McWil Sports Surfaces Inc. of Gardena, CA. in the amount of $355,395.00 for the Jessie Turner Center Indoor Basketball Court Replacement and authorize a contingency (10%) in the amount of $35,539.50.

COUNCIL GOALS:
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The Jessie Turner Center Indoor Basketball Court Replacement Project is necessary to address ongoing water intrusion that has compromised the integrity and safety of the existing basketball court flooring. The moisture has created an unsafe playing surface, posing potential hazards to users, and limiting the usability of the court. The proposed project involves removing and replacing the existing flooring. Completing this project will restore a safe and functional playing surface, extend the facility's useful life, and support ongoing recreational programming at the Jessie Turner Center.

Public Works staff will implement additional corrective measures to prevent future water damage. These measures include sealing the concrete floor prior to the installation of the replacement basketball court floors. In addition, staff will perform the exterior waterproofing during the summer when the soil is dried on the exterior west wall to further guard against water intrusion.

The bidding process for The Jessie Turner Center Basketball Replacement Project (PW-26-105-SB) was conducted by city staff in January 2026. Purchasing notified seventy-eight (78) vendors. Bid packets were downloaded/received by thirty-three (33) vendors, and four (4) bid responses were received. Seven (7) Fontana vendors were notified. No Fontana vendor responses were received. After evaluating the vendor responses, the Purchasing Division is recommending McWil Sport Surfaces Inc., located in Gardena, CA, as they are the lowest, most responsive, and responsible bidder.

FISCAL IMPACT:
The Fiscal impact associated with the approval of this item is $390,934.50, including contingencies. Funding for this project is not currently budgeted. Approval of the recommended action is included in

the midyear budget amendment in the amount of $390,934.50 for Fiscal Year 2025/26, funded through Fund 103, Account 10337317-8314. This action will have no ongoing fiscal impact beyond the current fiscal year.

MOTION:
Approve staff recommendation

Bid Detail

Project Title	JESSIE TURNER CENTER INDOOR BASKETBALL COURT REPLACEMENT
Invitation #	PW-26-105-SB
Bid Posting Date	12/23/2025 4:19 PM (PST)
Project Stage	Closed
Project Due Date	01/29/2026 2:00 PM (PST)
Response Format	Electronic only
Link to Project	https://vendors.planetbids.com/portal/14391/bo/bo-detail/136823
Reference ID	
Project Type	Bid
Response Types	Line Items Subcontractor Bid Bond
Type of Award	Lump Sum
Categories	91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing
License Requirements	C-15
Restriction	None
Restricted To	
Department	Purchasing
Address	8353 Sierra Ave Fontana, California 92335
County	San Bernardino
Bid Valid	90 Days
Liquidated Damages	$1,000 per Calendar Day
Engineer's Estimate	$400,000.00
Estimated Bid Value	$400,000
Start/Delivery Date	March 2026
Project Duration	56 Calendar Days
Prevailing Wage	Yes
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Bid Bond

Bid Bond	10%
Payment Bond	100%
Performance Bond	100%

Pre-Bid Meeting Information

Pre-Bid Meeting	Yes - Mandatory
Pre-Bid Meeting Date	01/13/2026 10:00 AM (PST)
Pre-Bid Meeting Location	Jessie Turner Center - Gymnasium 15556 Summit Avenue Fontana, CA 92336

Online Q&A

Online Q&A	Yes
Q&A Deadline	01/22/2026 2:00 PM (PST)

Contact Information

Contact Info	Sid Lambert 909-350-7678 slambert@fontana.org
Bids to Owner's Agent	

Description

Scope of Services	The work to be performed under this contract consists of the requirements for demolition and install new indoor basketball court floor at the City of Fontana’s Jessie Turner Community Center.
Other Details	
Notes	
Special Notices	
Local Programs & Policies	

Documents

File Title	File Name	Status
Bid Specifications	Bid Specifications - PW-26-10-SB Jessie Turner Indoor Basketball Court.pdf	On Server
Jessie Turner Center Plans	Plans - Jessie Turner Center.pdf	On Server
Fleet Compliance Certification.pdf	Fleet Compliance Certification.pdf	On Server
Commitment to Comply Skilled Workforce Form.pdf	Commitment to Comply Skilled Workforce Form.pdf	On Server
Mandatory Pre-Bid Meeting Attendees	Mandatory Pre-Bid Meeting Attendees.pdf	On Server

Download Cost $0.00

Vendor Notification

Agency Notifications `78 City of Fontana vendors notified`

12/23/2025 4:19 PM (PST) 74 vendors notified

using Criteria **Category:**
91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

AFFORDABLE PAINTING SERVICES INC (495494)
8215 Obsidian Bay Ct
Sacramento, California 95829
United States
Contact: ROUDOLPHKalachov
Phone: 818-634-5416
Fax: 818-916-9200
Email: apsinc2525@gmail.com

AGC Plan Room (21638)
10140 Riverford Rd.
Lakeside, California 92040
United States
Contact: Plan Room
Phone: 858-558-7444
Fax:
Email: planroom@agcsd.org
CADIR, MBE, WBE, DBE, OSB

AHW (1381182)
9306 Narnia Dr
Riverside, California 92503
United States
Contact: Michael Canahai
Phone: 951-733-9027
Fax:
Email: projects@teamahwconstruction.com

All Source Company Building Group (1714076)
10625 Scripps Ranch Blvd. Suite A
San Diego, California 92131
United States
Contact: Nicholas Lopez
Phone: 858-586-0903
Fax:
Email: estimating@allsourceco.com
CADIR

Allied Products Sports Surfacing, Inc. (413335)
2573 Piper Cub Lane
Newberg, Oregon 97140
United States
Contact: John Gearhart
Phone: 971-832-8660
Fax: 971-832-8640
Email: john@alliedproductsllc.com

Alpine Carpet One Floor and Home (829440)
3961 S. Sepulvade blvd
Culver City, California 90230
United States
Contact: Anthony Gregory Alfaro
Phone: 310-980-0700
Fax:
Email: Anthony@alpinecarpetone.com

American Made Coating Company, LLC (1413713)
72991 O72 Road
Montrose, Colorado 81401
United States
Contact: Kimberly Bolling
Phone: 970-596-3468
Fax:
Email: kbolling@amcc.us.com

B.R. Building Resources Company (1504271)
2247 Lindsay Way
Glendora, California 91740
United States
Contact: Kyle Kunka
Phone: 626-963-4880
Fax:
Email: estimating@brco.com
CADIR

BELFOR USA Group, Inc. (712413)
3443 Durahart Street
Riverside, California 92507
United States

Contact: Cindy Helmstead
Phone: 951-682-7000
Fax: 951-682-7100
Email: mitch.lavine@us.belfor.com

CADIR

BLUE DROP (241008)
1517SECOND STREET A-108
CORONADO, California 92118
United States

Contact: CHRISTIAN RODRIGUEZ
Phone: 619-319-5290
Fax:
Email: CHRISTIAN@THEBLUEDROP.COM

OSB

Blue Maple Construction (1181394)
4836 walnut rd
phelan, California 92371
United States

Contact: Roberto
Phone: 909-727-0984
Fax:
Email: bluemapleconstruction@gmail.com

FON

Cal Star Engineering, Inc (367953)
22375 Mission Circle
Chatsworth, California 91311
United States

Contact: VincentJung
Phone: 213-344-6658
Fax:
Email: calstarengineering@gmail.com

California Concrete Cleaning, Inc. (272240)
10722 Arrow Rte Suite 108
Rancho Cucamonga, California 91730
United States

Contact: Sandy Dincolo
Phone: 909-980-5117
Fax: 909-980-5159
Email: sandydincolo@yahoo.com

Centuryflooringanddecor.com (1618943)
216 S. Riverside Ave
Rialto, California 92376
United States

Contact: Faye
Phone: 909-820-0245
Fax:
Email: info@centuryflooringanddecor.com

WBE

Coda Flooring (1075087)
11799 Sebastian Way Ste 103
Rancho Cucamonga, California 91730
United States

Contact: Charles Fink
Phone: 909-288-8544
Fax: 909-655-5600
Email: chuck@codaflooring.com

CADIR

COIT Cleaning & Restoration Services (634958)
1855 S. Mountain Ave.
Monrovia, California 91016
United States

Contact: Ernestine Llamas
Phone: 626-255-8108
Fax: 626-357-2560
Email: ernestine.llamas@coit.com

concrete protection systems west inc (1633765)
1619 E. Holt Blvd
Ontario, California 91761
United States

Contact: Ian Ventura
Phone: 909-984-6100
Fax:
Email: Ian@cps-west.com

Construction Masters (1170916)
9038 hellman ave
rancho cucamonga, California 91730
United States

Contact: Mark Guirguis
Phone: 909-230-1562
Fax:
Email: mark@constmasters.com

CADIR

Continental Flooring Company (160110)
9319 N 94th Way, Suite 1000
Scottsdale, Arizona 85258
United States

Contact: DianeConti
Phone: 800-825-1221
Fax: 480-945-2603
Email: gatekeeper@continentalflooring.com

Cruz Construction (383390) 5377 Grand Prix Ct Fontana, California 92336 United States	**Contact:** Ben Cruz **Phone:** 909-489-4196 **Fax:** **Email:** bmfbsnss@gmail.com	
CSS/Rancho Janitorial (568075) 10840 Mulberry Ave Fontana, California 92337 United States	**Contact:** Christopher Flores **Phone:** 909-822-5449 **ext.** 507 **Fax:** 909-822-7209 **Email:** cflores@ranchojanitorial.com	OSB, MBE
De La Riva Construction Inc. (178815) 421 E. Commercial Street Anaheim, California 92801 United States	**Contact:** Joe De La Riva **Phone:** 714-871-9561 **Fax:** **Email:** joe@dlr-construction.com	DBE, OSB, MBE
Del Mar Floor Covering, Inc. (1067253) P.O. Box 4183 Ontario, California 91761 United States	**Contact:** Martha Del Rio **Phone:** 909-331-6637 **Fax:** **Email:** martydelrio62@gmail.com	CADIR, DBE, WBE, MBE
Diamond Crete Concrete Coatings, Inc. (1058092) 2081 3rd St., Suite I Riverside, California 92507 United States	**Contact:** Fidel Acevedo **Phone:** 951-602-5577 **Fax:** **Email:** Fidel@diamondcreteinc.com	CADIR
DPD Construction (304077) 8891 Mission Blvd Riverside, California 92509 United States	**Contact:** Yosselin **Phone:** 951-790-1395 **Fax:** **Email:** info@dpdinc.net	
Dream Floor Covering, Inc. (1432144) 11625 Leeds st. Norwalk, California 90650 United States	**Contact:** Issac Acuna **Phone:** 562-741-7257 **Fax:** **Email:** dreamfloorcovering@gmail.com	OSB, CADIR, MIC
Dynasty General Construction Inc (591140) 5122 1/4 clara St Cudahy, California 90201 United States	**Contact:** Luis Avalos **Phone:** 323-635-8417 **Fax:** **Email:** dynastygeneralconstructioninc@outlook.com	CADIR
EasyTurf (480741) 2750 La Mirada Dr. Vista, California 92081 United States	**Contact:** Charles Colletti **Phone:** 858-208-8449 **Fax:** 888-275-7683 **Email:** Charles.colletti@fieldturfcommercial.com	
ENL Service Inc. (419977) 13440 Paramount Blvd. Ste. E South Gate, California 90280 United States	**Contact:** Eugene Sung **Phone:** 562-408-2500 **Fax:** 888-506-2029 **Email:** eugene@enlservice.com	OSB, MBE
Evergreen Cleaning Solutions (247121) 23885 Corinth Drive Murrieta, California 92562 United States	**Contact:** Fabrice Vuillemey **Phone:** 951-852-4128 **Fax:** 951-677-7849 **Email:** ecssjanitorial@msn.com	

Fifth Labor Cleaning Services (1266004)
14345 Green Vista Drive
Fono, California 92337
United States

Contact: Javier Berger
Phone: 909-509-0148
Fax:
Email: fifthlaborcleaningservices@gmail.com

FON

Final Touch Construction (444863)
16466 Foothill Blvd
Fontana, California 92335
United States

Contact: Luis Echeverria
Phone: 909-350-3658
Fax:
Email: luis@finaltouchconstruction.net

FON, MBE, WBE

Floor Covering Unlimited, Inc. (32988)
9601 Cozycroft Avenue #8 3234459285
Chatsworth, California 91311
United States

Contact: Melvin Bueno
Phone: 323-651-5290
Fax: 323-651-3564
Email: floorcoveringunltd@msn.com

Floor Tech America, Inc. (1233807)
125 Mercury Circle
Pomona, California 91768
United States

Contact: Adrienne Gylling
Phone: 909-598-6328
Fax:
Email: info@floortechamerica.com

MBE, CADIR, WBE, OSB, DBE

Floored tile & Stone (22500)
7200 Helena Place
Fontana, California 92336
United States

Contact: Greg Zwerner
Phone: 909-609-5006 **ext.**
Fax: 909-574-0902
Email: greg@flooredtile.com

Genesis Floor Covering, Inc. (1480572)
14101 Pontlavoy Ave.
Santa Fe Springs, California 90670
United States

Contact: Elizabeth Mack
Phone: 562-345-5007
Fax:
Email: emack@genesisfloor.net

GT United Imaging and Construction Inc (1320579)
414 Tennessee st suite Z
redlands, California 92373
United States

Contact: Rob Andrade
Phone: 909-419-9870
Fax:
Email: robgtunited@gmail.com

Inland Flooring Contractors (1481883)
26941 Cabot road 134
Laguna Hills, California 92653
United States

Contact: Jim Sabatello
Phone: 949-215-8689
Fax:
Email: jims@inlandflooring.com

CADIR, OSB

Innovative Painting (278749)
250 N. Orange Ave
BREA, California 92821
United States

Contact: DonDancey
Phone: 714-257-0200
Fax: 714-256-0800
Email: don@911waterproofing.com

JDA Construction (36372)
6206 Bright Ave
Whittier, California 90601
United States

Contact: Damian Arencibia
Phone: 562-639-9318
Fax: 562-696-6014
Email: dainoemi@aol.com

JJJ Floor Covering, Inc (983219)
4831-A Passons Blvd
Pico Rivera, California 90660
United States

Contact: Tom Kondziella
Phone: 909-610-0208
Fax: 562-692-5979
Email: tkondziella@jjjfloorcovering.com

CADIR, OSB, WBE, MBE

Lennova (262466) 10612 Midway Avenue Cerritos, California 90703 United States	**Contact:** Oscar Peralta **Phone:** 562-860-3213 **Fax:** 562-860-6913 **Email:** oscar@lennova.net	DBE, MBE
Mar-co Equipment Company (262916) 130 Atlantic Street Pomona, California 91768 United States	**Contact:** Randy Champion **Phone:** 909-594-9493 **Fax:** 909-594-7436 **Email:** info@marcoequip.com	OSB
Martin & Sons Executive Custodial Service/Janitorial & Window Cleaning (291836) 8094 Tuscanny Street Fontana, California 92336 United States	**Contact:** Diana Martin **Phone:** 909-689-5342 **Fax:** 909-689-5342 **Email:** dlmcofla@gmail.com	
MIKE'S CUSTOM FLOORING INC (974515) 1351 W PARK AVE UNIT #102 REDLANDS, California 92373 United States	**Contact:** Christin Ko **Phone:** 909-335-0400 **Fax:** **Email:** estimator@mikescustomflooringinc.com	CADIR
Moore United Construction Inc (1178229) 1044 W Brooks Street Ontario, California 91762 United States	**Contact:** Ron Moore **Phone:** 909-927-9955 **Fax:** **Email:** Kelly.Moore@MooreUnited.com	CADIR, DBE, OSB
Mystical Services Inc. (402284) 3200 Guasti Rd. Suite 100 Ontario, California 91761 United States	**Contact:** Shannon Myles **Phone:** 949-783-8476 **Fax:** 425-409-0527 **Email:** shannon@mysticalservices.net	MBE
National Builder Services (23195) 1717 W Orangewood Suite F Orange, California 92868-2040 United States	**Contact:** Gilda Stern **Phone:** 800-755-3223 **ext.** **Fax:** 714-634-7808 **Email:** NationalBuilderServices@yahoo.com	OSB
newbuild Construction and Restoration Inc (594654) 625 W. Katellat Ave Ste 27 Orange, California 92867 United States	**Contact:** Faye Oukal **Phone:** 714-912-4836 **Fax:** **Email:** Newbuild27@gmail.com	CADIR, OSB
No Fault, LLC (353468) 6750 exchequer drive Baton Rouge, Louisiana 70809 United States	**Contact:** Raquel Rocha **Phone:** 225-215-7760 **Fax:** 909-383-2847 **Email:** bids@nofault.com	
Nova's construction and renovation, inc. (1575244) 1115 S Grove Ave suite 104 ontario, California 91761 United States	**Contact:** Victor Nova **Phone:** 714-631-4002 **Fax:** **Email:** admin@novasconstruction.com	

Obra Esthetica Inc. (263847)
8908 Balboa Blvd.
Northridge, California 91325
United States

Contact: MarioPolychronas
Phone: 818-360-3690
Fax: 818-360-0925
Email: obra@socal.rr.com

olympos painting inc. (179324)
7933 Gloria Ave # 9
Van Nuys, California 91406
United States

Contact: Christos Skianis
Phone: 818-904-0662
Fax: 818-904-0669
Email: olympospaintinc@gmail.com

Patriot Development Inc (549289)
PO Box 758
Perris, California 92572
United States

Contact: FranciscoPalacios
Phone: 951-943-1380
Fax:
Email: estimates@patriotdevelopment.com

Performance Floor Systems, INC. (1035307)
446 West Meats Avenue
Orange, California 92865
United States

Contact: Matt Raines
Phone: 949-545-3338
Fax:
Email: mattraines@performancefloorsystems.com

CADIR, OSB

Prestige Janitorial Cleaning Service (1041921)
5800 Ventana Dr
Fontana, California 92336
United States

Contact: Devon Wright
Phone: 951-453-6303
Fax:
Email: pcservicewright@gmail.com

MBE

PRO WORKS CONSTRUCTION INC (602379)
226 CLINTON ST
PASADENA, California 91103
United States

Contact: CHISTHOPER TREJO
Phone: 626-399-9872
Fax:
Email: DEAPROWORKS@GMAIL.COM

Progressive Surface Solutions LLC (1134287)
15171 Del Amo Ave St 4
Tustin, California 92780
United States

Contact: Craig Maurer
Phone: 657-269-0751
Fax:
Email: Craig.Maurer@progressivesurfacesolutions.com

R and S Flooring Solutions (1382708)
PO Box 116
Wilomar, California 92595
United States

Contact: Robert Butler
Phone: 951-516-0764
Fax:
Email: rbutler@randsflooringsolutions.com

CADIR

R&C Maintenance Services, Inc. (23483)
8960 Hemlock Ave
Fontana, California 92335
United States

Contact: CHRISTINE VILLASENOR
Phone: 909-357-0704
Fax: 909-357-0353
Email: rcmaintenance@roadrunner.com

WBE, MBE, FON

R&RB Inc (874367)
14175 Telephone Ave Suite I
Chino, California 91710
United States

Contact: Laura Thomsen
Phone: 909-548-3191
Fax:
Email: laura@servprochino.com

Rainbow Restoration of Orange County (1267856)
20472 Crescent Bay Drive Suite 100
Lake Forest, California 92630
United States

Contact: Andre
Phone: 949-877-7211
Fax:
Email: sean@rainbowoc.com

Rebekah and Company (1067758)
1159 Pomona Rd Suite C
Corona, California 92882
United States

Contact: Shirley Garcia
Phone: 951-479-5671
Fax:
Email: s.garcia@rebekahco.com

WBE

REFINED INSTALLATIONS (1027615)
357 W 2ND ST STE11A
SAN BERNARDINO, California 92401
United States

Contact: JAVIER TAVARES ORNELAS
Phone: 951-241-9334
Fax:
Email: refinedinstallations@gmail.com

MBE

Seashore Tile Inc. (1206408)
1458 S. San Dimas Ave
Bloomington, California 92316
United States

Contact: Rolando Diaz
Phone: 909-649-2557
Fax:
Email: seashoretilemarble@yahoo.com

Self Made Construction (368883)
4259 Bandini Ave.
Riverside, California 92506
United States

Contact: Chad Bommer
Phone: 951-903-3660
Fax:
Email: selfmadeconstruction@gmail.com

Solar Coatings, Inc. (178300)
2720 N. Grove Industrial Drive Suite 101
Fresno, California 93727
United States

Contact: CraigOpel
Phone: 888-703-5174
Fax: 559-675-1821
Email: craig@solarcoatings.net

Spectrum Facility Maintenance (295737)
1326 Border Ave
Torrance, California 90501
United States

Contact: mario costa
Phone: 310-324-2135
Fax: 951-755-0332
Email: sales@spectrumfacility.com

CADIR, MBE

STB STONE INC (156113)
26013 Bryce court
Newhall, California 91321
United States

Contact: Sam Bae
Phone: 213-446-9911
Fax:
Email: stbstone@gmail.com

Stonhard (1211851)
1000 e. park ave
Mapleshade, New Jersey 08052
United States

Contact: Adam Jetter
Phone: 909-848-3660
Fax:
Email: adam.jetter@stonhard.com

CADIR

Thomasville Construction, Inc. (218355)
1209 Candlewood Drive
Fullerton, California 92833
United States

Contact: Young JinSon
Phone: 626-224-8359
Fax: 714-879-8100
Email: tson@thomasvilleinc.com

TL VETERANS CONSTRUCTION INC (381950)
28310 Avenue Crocket Ste #C
Santa Clarita, California 91355
United States

Contact: TheodoreLee
Phone: 661-257-9806
Fax: 661-257-9809
Email: TLVETERANSCONSTRUCTIONINC@GMAIL.COM

Universal Metro Incorporation (241392)
12253 East Florence Avenue
Santa Fe Springs, California 90670
United States

Contact: Dave Triepke
Phone: 562-906-8484 **ext.** 101
Fax: 562-906-8490
Email: dtriepke@universalmetro.com

Wood Floor & More Inc (1439505)
9297 Ninth St
Rancho Cucamonga, California 91730
United States

Contact: Miguel Maya
Phone: 909-980-8858
Fax:
Email: miguel@woodfloornmore.com

12/23/2025 5:36 PM (PST) No vendors notified

using Criteria Category:

91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

01/14/2026 9:49 AM (PST) 3 vendors notified

using Criteria Category:
91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

coastal construction team (1723858)
4924 balboa blvd. suite 461
Encino, California 91316
United States

Contact: kristian dena
Phone: 818-850-0695
Fax:
Email: rosie@coastalsportsflooring.com

Geary Floors Inc (1718695)
349 S Marshall Ave
El Cajon, California 92020
United States

Contact: Matt Allen
Phone: 619-596-1537
Fax:
Email: matt@gearyfloors.com

OSB, CADIR

TRI-COUNTY SANDBLASTING (1723767)
6402 MAPLE AVE
WESTMINSTER, California 92683
United States

Contact: TOM THOBE
Phone: 714-920-5642
Fax:
Email: ESTIMATING@tcsand.com

OSB

01/14/2026 9:51 AM (PST) No vendors notified

using Criteria Category:

91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

01/14/2026 9:57 AM (PST) No vendors notified

using Criteria Category:

91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

01/20/2026 2:01 PM (PST) 1 vendor notified

using Criteria Category:
91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

Dynamic Sports Construction, Inc. (1725331)
4338 W Highway 82
Gainesville, Texas 76240
United States

Contact: Corey Wolesensky
Phone: 512-260-6722
Fax:
Email: corey@dynamicsportsconstruction.com

01/22/2026 4:22 PM (PST) No vendors notified

using Criteria Category:

91025 - Flooring Maintenance And Repair To Include Refinishing And Sealing

Bid Results

Bidder Details

Vendor Name	McWil Sport Surfaces, Inc.
Address	135 W 155th St. Gardena, California 90248 United States
Respondee	Jason Ganes
Respondee Title	Vice President
Phone	310-701-2245
Email	jason@mcwilss.com
Vendor Type	
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	01/29/2026 1:11 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	466768

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Jessie Turner Bid.pdf	Jessie Turner Bid.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							**$355,395.00**		
1			**Demolition**	**LS**	**1**	**$60,334.00**	**$60,334.00**	**Yes**	**Demo and remove all gym flooring materials**
2			**Installation of Gymnasium Flooring**	**LS**	**1**	**$295,061.00**	**$295,061.00**	**Yes**	**Supply and install new Connor Sports flooring system**

Line Item Subtotals

Section Title	Line Total
Section 1	**$355,395.00**
Grand Total	**$355,395.00**

Bid Results
Jessie Turner Center Indoor Basketball Court Replacement
PW-26-105-SB

McWil Gardena, CA	$355,395.00
Custom Craft Flooring La Verne, CA	$388,480.00
Geary Floors Inc El Cajon, CA	$437,000.00
Coastal Construction Team Encino, CA	$655,000.00

File #: 26-0799
Agenda #: L.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Award Bid PD-26-49-SP to Winbourne Consulting, Inc. to Provide Consulting Services for Fontana Police CAD/RMS System Selection.

RECOMMENDATION:
1. Award bid (PD-26-49-SP) and authorize the City Manager, or designee, to execute all related documents and take any actions necessary to carry out the Fontana Police CAD/RMS System Selection.

2. Authorize the Purchasing Department to approve a Purchase Order with Winbourne Consulting, Inc. in the amount of $ 234,550.

COUNCIL GOALS:
- Improve public safety by increasing operational efficiency, visibility and availability.
- Operate in a businesslike manner by improving services through the effective use of technology.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:
The Police Department is seeking to enhance public safety technology by procuring a new Computer Aided Dispatch (CAD) system, Records Management System (RMS), and Mobile Data Software. The current system was originally implemented in November 2019 and has a significant impact on the Department's daily operations. To meet evolving State and Federal reporting requirements and to leverage advanced technology, the Department determined that the use of a specialized consultant was necessary.

On October 28, 2026, City Council approved funding for a CAD/RMS consultant. A project of this scale requires subject matter experts in law enforcement technology to ensure the effective implementation and integration of multiple software platforms. Staff from the Police Department and the Innovative Technology Department collaborated to develop a comprehensive scope of work. Following completion of the scope, the Purchasing Department solicited proposals by issuing a Request for Proposals (RFP) through PlanetBids.

A total of ten (10) firms submitted proposals by the established deadline. All proposals were thoroughly reviewed and evaluated in accordance with the established scoring criteria. Based on the overall evaluation results, Winbourne Consulting, Inc. received the highest score. Accordingly, the

Police Department recommends awarding the contract to Winbourne Consulting, Inc. The Police Department recognizes that engaging a consultant with demonstrated expertise and experience will help ensure the timely and successful implementation of upgraded public safety software systems, in the best interest of the city.

FISCAL IMPACT:
Federal Asset Seizure Funds (fund 223) in the amount of $200,000.00 are included in the 2025/2026 budget, Project # 40100006-223-A. An additional $35,000.00 is requested in the 2025/2026 mid-year quarterly report. Should service demands exceed budgeted amounts, additional funding may be requested through the appropriate budget adjustment process.

MOTION:
Approve Staff Recommendations

winbourne
CONSULTING



CITY OF FONTANA, CA
COST PROPOSAL

CONSULTANT SERVICES FOR FONTANA POLICE CAD/RMS SYSTEM SELECTION
RFP #PD-26-49-SP

November 6, 2025

Winbourne Consulting Inc.
1101 Wilson Blvd 6th Floor
Arlington, VA 22209
Phone 703.584.5350 Fax 703.935.1147

WWW.WINBOURNECONSULTING.COM

COSTS

Fontana Requirement: *Include all costs associated with performance of the contract as outlined in The Scope of Services. Non-disclosure of all costs during the RFP process could result in disqualification.*

Winbourne Response:

We based our assumptions on the RFP and addendum information to provide a comprehensive Firm-Fixed-Price (FFP) proposal. Our response outlines tasks and deliverables for each project phase or task.

We understand that the City of Fontana may not require all the tasks and deliverables listed in our RFP response. Our goal is to provide a comprehensive list of services, allowing Fontana to choose the most relevant options that add value.

If selected for the project, our initial step will be to hold a detailed walkthrough of the proposal with the City's Project Team to identify the specific services required and those that are not. This involves a comprehensive discussion to understand stakeholder expectations for each task and deliverable, the effort involved, roles and responsibilities, the schedule for completing tasks and deliverables, on-site and off-site activities, and other relevant project factors. Only through this process can we develop and finalize an accurate and actionable contract or Statement of Work.

As outlined in our proposal, we have extensive experience with similar projects. We recognize that key success factors include ensuring all stakeholders are fully aligned on tasks, deliverables, and the effort required for the project's success. Effective collaboration and communication are crucial for developing an accurate Final Pricing Proposal.

Time & Materials/Not to Exceed Project

The City might consider using a Time & Materials approach instead of a Firm-Fixed-Price contract. A Time & Materials/Not-to-Exceed approach for Winbourne Consulting's services offers the greatest flexibility. The City must approve all task assignments before any work begins. The City will provide input on the effort required to complete each task. The initial estimated cost for each milestone cannot be exceeded without the City's approval.

The following methodology will be applied to all assigned Time & Materials work:

- The City will determine the start and end date for this scope of work
- Winbourne will secure approval beforehand for all labor hours and travel expenses
- Winbourne will not exceed the estimated hours without formal approval
- Winbourne will provide a summary of all hours used and expenses incurred – time frame to be determined
- When applicable, Winbourne will perform work off-site to minimize costs for the City
- Travel accommodation and per diem will be reasonable (e.g., GSA, local hotel rates, etc.) and approved in advance by the City
- Winbourne's discounted rate is $160.00 per hour

Travel Expenses

Travel accommodations and per diem will be reasonable (e.g., GSA) and approved in advance by the City. Travel expenses can fluctuate based on various factors. For instance, the demand for flights, hotels, and rental cars directly influences prices during peak periods, such as tourist seasons or events like Coachella.

On-site/Off-site Activity

To minimize travel costs, we will collaborate with the City's Project Manager to determine when tasks can be done off-site and when on-site work is more appropriate. The City will have the final authority on all on-site and off-site tasks.

Hourly Rate

We lowered our hourly rate to $160.00 per hour because our proposed project manager is local.

Payment Milestones

Monthly invoices will be submitted to the City, which will include:

- Detailed expenditure of hours
- Detailed travel expenses (if applicable)
- Summary of progress completed for the month

Cost Proposal Summary - Tasks 1-5

Project Tasks 1-5 Description	Task Total
Task 1 - CAD/RMS Needs Assessment Total	$35,840
Task 2 - Requirements Development Total	$9,600
Task 3 - Market Research & Vendor Shortlisting Total	$12,800
Task 4 - Procurement Support Total	$46,720
Task 5 - Implementation Guidance Total	$19,680
Project Tasks 1-5 Total	**$124,640**

Estimated Travel Expenses (Other Direct Costs) Tasks 1-5

We understand that the City needs an estimate for travel expenses. The table below provides an example of possible travel costs.

Project Tasks 1-5 Description	Task Total
Tasks 1-5 - Estimated Travel (billed actual costs)	$13,001
TASKS 1-5 GRAND TOTAL	$137,641

Note: Winbourne is available for future phases and/or extensions if required

Cost Proposal Summary - Task 6 (Optional)

Project Task 6 Description (Optional)	Task Total
Task 6 - Implementation Support Total	$85,360
Project Task 6 Total	$85,360
Task 6 - Estimated Travel (billed actual costs)	$11,549
TASK 6 GRAND TOTAL	$96,909

PROJECT GRAND TOTAL ALL TASKS	$234,550

Cost Proposal Detail (Tasks 1-5)

Winbourne Consulting Detailed Cost Proposal	
Winbourne Consulting Prime Contractor Labor Staff Member	***All on-site work to be determined by the City**

Section 2.4 Scope of Work – Tasks 1 through 5

Task 1 - CAD/RMS Needs Assessment

Task 1.1 Project Initiation: Perform an initial walkthrough of the Fontana Police Department, meet key employees involved in the project, deliver an Operational Area Questionnaire, view a demonstration of the legacy CAD/RMS, and go for a "ride along" to see the Department's operations from the police officers' perspective, perform an IT Infrastructure Assessment, ascertain the status of current & future projects, we will visit all areas of the department impacted by a new CAD/RMS (as well as the City's main datacenter), review with the Executive Team the project scope, organization, roles and assignments, resources, project tasks, risks and constraints, and overall project goals and requirements for the project.

1.1 Deliverables:

- IT infrastructure assessment report (including the City's current network deficiencies and Winbourne recommendations)
- Operational Area Questionnaire

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	32	$160	$5,120		1	1	1
Technology SME, T Klaban	20	$160	$3,200		1	1	1
CAD/RMS SME, A Murphy	16	$160	$2,560		1	1	1
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**68**		**$10,880**				

Task 1.2. Project Kickoff Meeting: Discuss CAD/RMS projects in general and some of the issues that may be encountered during this project, topics include outline project scope and details of each phase, review industry standards, discuss issues encountered with other projects and ways to mitigate the issues/risks, question & answer session, provide examples of other projects, along with cultural and operational changes that may impact the PD, discuss data conversion, geofile, interfaces, and the interview process, confirm meeting frequencies and agendas with City staff. We will incorporate a Best Practices Session for the entire team.

1.2 Deliverables:

- Kick-off Meeting presentation/agenda
- Best Practices Session documentation

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	16	$160	$2,560		1	1	0
Technology SME, T Klaban	10	$160	$1,600		1	1	0
CAD/RMS SME, A Murphy	10	$160	$1,600		1	1	0
Additional SMEs as needed		$160	$0		0	0	0
TOTAL	**36**		**$5,760**				

Task 1.3 Interviews: We will conduct interviews and workshops with all relevant City Staff, review and document business processes, perform a gap analysis to identify risks, review and analyze existing documentation, identify current operational gaps, identify inefficiencies and potential compliance issues, evaluate legacy CAD/RMS, AI, redaction and BWC systems, identify workflows that can benefit from AI/automation and integration that are missing from legacy systems, benchmark current compliance and ease of use of systems for CJIS, NIBRS/CIBRS, AB 748 and other regulatory components, and develop the Project Master Plan.

1.3 Deliverables:

- Business Process documentation (As-Is & To-Be). Will be incorporated into the Project Master Plan
- Gap Analysis & Risk Identification (includes ease of use, AI, and automation shortfalls)

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	55	$160	$8,800		2	2	1
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	25	$160	$4,000		2	2	1
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**80**		**$12,800**				

Task 1.4 Project Master Plan and Schedule Development: Our PM will gather and compile data to develop a Project Master Plan to include a project organization schematic, an explanation of the project methodology, a synopsis of the problems faced by the Fontana Police and IT Departments, staffing and management related to the CAD/RMS project, scope and general requirements of the system to be acquired, updated project schedule and an estimated budget for the entire CAD/RMS project. This plan will be presented to the entire team for consideration. This document will be updated as needed to remain a living document.

1.4 Deliverable:
Project Master Plan (includes updated project schedule)

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	40	$160	$6,400		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**40**		**$6,400**				
Task 1 - CAD/RMS Needs Assessment Total	**224**			**$35,840**			

Task 2 - Requirements Development

Task 2.1 Functional and Technical Requirements Development: Our project team will work closely with City staff to produce the initial version of the Functional and Technical Requirements Matrix. This will be achieved via working sessions, interviews, and on-site observations. We will leverage recently published CAD, Mobile, and RMS requirements.

2.1 Deliverables:

- Functional and Technical Requirements Matrix
- Draft Vendor Scoring Matrix

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	50	$160	$8,000		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	10	$160	$1,600		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**60**		**$9,600**				
Task 2 - Requirements Development Total	**60**			**$9,600**			

Task 3 - Market Research & Vendor Shortlisting

Task 3.1 RFP Response Evaluation: We will work with the Selection Committee to review and score all proposals. Our project team will evaluate the responses and develop an evaluation matrix that utilizes a weighted scale for each requirement, providing an objective scoring of each vendor's responses. Our PM will work closely with City staff to obtain their evaluations and combine them with the project team evaluations. The evaluation matrix, along with the evaluation results from the City staff and Winbourne project team, will be incorporated into an evaluation report that ranks the responses and includes high-risk and high-cost issues for each response. We will develop demonstration scenarios to be used in the scripted demonstration process.

3.1 Deliverables:

- Proposal Evaluation Matrix
- Proposal Evaluation Summary

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	40	$160	$6,400		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**40**		**$6,400**				

Task 3.2 Vendor Reference Checks and Onsite Visits: The City's Project Team will perform high-level reference checks on several respondents to assess solutions that seem to meet the City's needs. The references must be current customers, and the Project Team will ask scripted questions directly to the system's end-users within their respective areas of responsibility (e.g., patrol, investigations, records, dispatch). The objective is to compare solutions, identify strengths within the system, assess the risks experienced by the other agency, and evaluate the costs and satisfaction/dissatisfaction results. More detailed reference checks are performed in Task 4.

3.2 Deliverables:

- Reference Check forms for use by staff
- Comparison Matrix with Results from Reference Checks

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	40	$160	$6,400		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**40**		**$6,400**				
Task 3 - Market Research & Vendor Shortlisting Total	**80**			**$12,800**			

Task 4 - Procurement Support							

Task 4.1 Draft RFP: We will develop draft RFP requirements and criteria, including non-mandatory functionality, by leveraging all available sources, such as interviews, workshops, and recent CAD/RMS RFP details, to create a tailored RFP for the City of Fontana.

4.1 Deliverable:
Draft RFP for collaborative review

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	40	$160	$6,400		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**40**		**$6,400**				

Task 4.2 RFP Response Evaluation: We will assist in forming a selection committee, provide assessment tools, develop demonstration scenarios, and establish scoring criteria.

4.2 Deliverables:

- Proposal Evaluation Matrix
- Proposal Evaluation Summary

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	40	$160	$6,400		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**40**		**$6,400**				

Task 4.3. Scripted Demonstration Process & Hands-On: We will provide guidance in developing scripted scenarios, overseeing the demonstrations, and then summarizing the results. The top two respondents will be invited to the Scripted demonstration. Each vendor will have one week (two days for the demo and two days for hands-on).

4.3 Deliverables:

- Scripted Demonstration Framework
- Summary of Scripted Demonstration & Hands-On Results

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	60	$160	$9,600		8	8	2
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**60**		**$9,600**				

Task 4.4 Reference Checks & On-Site Visits: The City's Project Team will perform reference checks on the top two proposers to assess solutions that seem to meet the City's needs. The references must be current customers, and the

Project Team will ask scripted questions directly to the system's end-users within their respective areas of responsibility (e.g., patrol, investigations, records, dispatch). The results of these scripted reference checks will be used in scoring each vendor.

4.4 Deliverable:

Reference Check Forms for use by Staff

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	16	$160	$2,560		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**16**		**$2,560**				

Task 4.5 Vendor Selection: Our project team will work closely with the City staff to review the evaluation criteria, evaluation matrix, vendor demonstration results, references, and risks. We will assist the City in the Best and Final Offer process (if permitted) for the top vendor.

4.5 Deliverable:
Summary of BAFO evaluation

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	24	$160	$3,840		1	1	1
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**24**		**$3,840**				

Task 4.6 Develop CAD/RMS Contract: Our Project Team will work with the City staff and the selected CAD/RMS vendor to develop a comprehensive CAD/RMS product, implementation, and maintenance contract.

4.6 Deliverable:
Assist the City in reviewing the vendor contract package

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	28	$160	$4,480		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**28**		**$4,480**				

Task 4.7 Contract Negotiations: The Winbourne team has extensive experience in contract development and negotiation. We will use this expertise to ensure the City gets the best pricing, implementation, and contract terms for the CAD/RMS product. Winbourne has successfully negotiated hundreds of vendor contracts, and we will use our knowledge to help the City secure the most favorable contract possible.

4.7 Deliverable:
Executive Briefing Document w/ Roles & Responsibilities

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	32	$160	$5,120		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**32**		**$5,120**				

Task 4.8 Contract Document: Our Project Manager will work closely with City staff and the selected CAD/RMS vendor to develop a Purchase and Software License Agreement (the "contract"), a Scope of Work/Statement of Work (SOW), Interface Control Documents, Project Schedule, Detailed and Summary Pricing and Payment Schedule, and a Maintenance Contract.

4.8 Deliverable:
Final Vendor-City Contract document, to include Purchase & Software License Agreement ("Contract"), Scope of Work/Statement of Work (Contract Exhibit), Interface Control Document (Contract Exhibit), Project Schedule (Contract Exhibit), Detailed and Summary Pricing (Contract Exhibit), Payment Schedule (Contract Exhibit), and Maintenance Contract.

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	28	$160	$4,480		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**28**		**$4,480**				

Task 4.9 Acceptance Test Plan: Our project team will develop and complete an acceptance test plan and the corresponding acceptance process to ensure that the terms and conditions of the contract have been successfully fulfilled. The acceptance plan will include software acceptance test scenarios, data conversion, and interface testing.

4.9 Deliverable:
Acceptance Test Plan

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	24	$160	$3,840		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**24**		**$3,840**				
Task 4 - Procurement Support Total	**292**			**$46,720**			

Task 5 - Recommendation & Reporting

Task 5.1 Final Solutions Report: Winbourne will provide a comprehensive report that summarizes all previous findings, vendor evaluation and scoring results, and cost-benefit analysis for the City to make an informed final decision.

5.1 Deliverable:
Final Solutions Report

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	16	$160	$2,560		1	1	1
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**16**		**$2,560**				

Task 5.2 Updated Project Master Plan: In Task 5.2, we will deliver an updated Project Master Plan that contains the following key areas:

- Scope and Project Governance
- Change Management
- Project Schedule
- Budget
- Communications Plan
- Project Review & Reporting Procedures
- Risk Management Plan
- Quality Management Plan

5.2 Deliverable:
Updated Project Master Plan

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	32	$160	$5,120		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**32**		**$5,120**				

Task 5.3 Implementation Guidance: Within this task, Winbourne will deliver an Implementation Plan for consideration by the City. It will include details on:

- Milestones and dependencies
- Data migration planning
- Training Plans (includes training recommendations for each user role)
- Policy Impact Assessment (including AI & BWC data handling)
- Success & performance metrics to track system effectiveness post go-live
- Rollback and contingency strategies, if required.

5.3 Deliverable:
Implementation Plan

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	75	$160	$12,000		0	0	0
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**75**		**$12,000**				
Task 5 - Implementation Guidance Total	**123**			**$19,680**			
Tasks 1 - 5 Total Cost / Total Hours:	**779**			**$124,640**			
Tasks 1-5 Estimated Travel Total (billed actual)				**$13,001**			
PROJECT TOTAL				**$137,641**			

Cost Proposal Detailed (Task 6 – Optional)

Winbourne Consulting Detailed Cost Proposal Task 6 (Optional)	
Winbourne Consulting	***All on-site work to be determined by the City**
Prime Contractor Labor Staff Member	
Section 2.4 Scope of Work – Task 6 Optional	
Task 6 - Implementation Support (optional)	

Task 6.1 CAD/RMS Vendor Kick-off Meeting: Our PM will coordinate an on-site kickoff meeting with the City, the Winbourne Team, and the selected CAD/RMS vendor. The meeting will provide a high-level overview of the project, including implementation milestones, deliverables, data conversion, interfaces, training, acceptance testing, and go-live support. Our PM will also request a high-level demonstration of the CAD/RMS products to give everyone an idea of what will be implemented. The PM will also monitor the contract with the selected CAD/RMS vendor throughout the project lifecycle.

6.1 Deliverable:
Vendor-provided meeting agenda

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	16	$160	$2,560		1	1	1
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	10	$160	$1,600		1	1	1
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**26**		**$4,160**				

Task 6.2 CAD/RMS Implementation Project Phases & Milestones: Our project team will work closely with the selected CAD/RMS vendor and City staff involved in the implementation to ensure the full deployment of products and services while minimizing operational disruptions. The team will also collaborate with the vendor and City staff to develop customized training materials, including a training curriculum, testing procedures to ensure proficiency rather than just attendance, and a training schedule.

Since training is an essential part of a successful CAD/RMS implementation, our Project Manager will ensure that all end-user training is completed shortly before the go-live date. Our project team will work closely with the selected CAD/RMS vendor and City IT staff to advise the City on purchasing any necessary hardware or equipment should the City decide to source its own. We will assist the City in determining the best hardware that meets or exceeds the vendor recommendations, but we understand that the final decision ultimately rests with the City. Our Project Manager will provide bi-weekly briefings, monthly status reports, and updates for command staff meetings as needed.

6.2 Deliverables:
- Training Modules & Training Schedule
- Master Cutover Plan

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	350	$160	$56,000		18	18	18

Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	30	$160	$4,800		2	2	1
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**380**		**$60,800**				

Task 6.3: Supervise System Configuration & Manage Testing Lifecycle: Our PM will oversee the system configuration to ensure it meets contract requirements and supports operational use. The PM will oversee system and user acceptance testing, create a Disaster Recovery Test Plan, document all defects (including severity levels), and ensure resolution to the City's satisfaction. Additionally, the PM will oversee Cutover and Final Acceptance by the City.

6.3 Deliverables:

- Test Plans
- Test scripts/scenarios
- Disaster Recovery Plan
- Test Results matrix (tracking sheet for issues/errors and their severity)
- Document Delivery Matrix (received versus not received)
- Cutover (Go-Live) Readiness Report
- Final Acceptance Certificate

Winbourne Team	Hours	Cost/hr.	Total	Phase Total	Days On-site (est.)	Over-night (est.)	Trips (est.)
Primary PM & SME (Local Resource), K Beyer	120	$160	$19,200		2	2	1
Technology SME, T Klaban	0	$160	$0		0	0	0
CAD/RMS SME, A Murphy	0	$160	$0		0	0	0
Additional SMEs as needed	0	$160	$0		0	0	0
TOTAL	**120**		**$19,200**				
Task 6 - Implementation Support Total	**526**			**$84,160**			
Task 6 Estimated Travel Total (billed actual)				**$11,549**			
PROJECT TOTAL				**$95,709**			

File #: 26-0781
Agenda #: M.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Construction Contract for the FY 2025-2026 Citywide Pavement Rehabilitation Project (DE-26-95-SB)

RECOMMENDATION:
1. Award bid and authorize the City Manager to execute a construction contract with Calmex Engineering, Inc. for the construction of the FY 2025-2026 Citywide Pavement Rehabilitation Project in the amount of $3,979,068.10, and authorize a 10% contingency in the amount of $397,906.81 (DE-26-95-SB).

2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the FY 2025-2026 Citywide Pavement Rehabilitation Project.

COUNCIL GOALS:
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- 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 streets associated with the FY 2025-2026 Citywide Pavement Rehabilitation Project. The proposed improvements located in Hunter's Ridge South, Hunter's Ridge Central, Grid 26, and Grid 48 include the rehabilitation of existing asphalt pavement and 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 January 22, 2026, the bids for this project were opened. A total of nine (9) bids were received ranging from $3,979,068.10 to $5,740,143.15. The Engineer's estimate was $5,700,000.00. After reviewing the proposed bid documents and performing reference checks, Engineering staff has determined Calmex Engineering, Inc. to be the lowest responsive and responsible bidder in the

amount of $3,979,068.10.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $3,979,068.10 with a $397,906.81 contingency, for a total of $4,376,974.91 for the full term of the construction contract. The current available budget in 37600090-604 is $782,176.54. An additional $7,900,000.00 is being allocated to 37600090-601 from Capital Reinvestment Fund (Fund 601) in the Mid-Year Budget to cover the $3,594,798.37 balance of the FY 2025-2026 Citywide Pavement Rehabilitation Project, as well as additional improvements per the City's 7-Year Pavement Management Plan.

MOTION:
Approve staff recommendation.

Bid Results

Bidder Details

Vendor Name	Calmex Engineering, Inc.
Address	2750 S. Lilac Ave Bloomington, California 92316 United States
Respondee	Robert J Stone
Respondee Title	President
Phone	909-546-1311
Email	bobs@calmex.us
Vendor Type	
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	01/22/2026 1:47 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	464255

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
CALMEX PROPOSAL _ Citywide Pavement Rehabilitation Project DE-26-95-SB.pdf	CALMEX PROPOSAL _ Citywide Pavement Rehabilitation Project DE-26-95-SB.pdf	Proposal Documents
Fontana Bid Bond.pdf	Fontana Bid Bond.pdf	Bid Bond

Subcontractors

Showing 2 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Interstate Striping, Inc. 9784 Poplar Ave Fontana, California 92335	Striping & Markings	1087140	1000866044	$17,000.00	Local
Vance Corporation 459 Egan Ave Beaumont, California 92223	Adjust Utilities & Coldmill	414567	1000008103	$602,149.73	CADIR

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
1 -Hunter’s Ridge South Pavement Rehabilitation							$1,289,067.42		
1	1		Project Notifications (Section 3-14)	LS	1	$1,550.00	$1,550.00	Yes	
2	2		Mobilization	LS	1	$76,000.00	$76,000.00	Yes	
3	3		Temporary Traffic Control	LS	1	$29,200.00	$29,200.00	Yes	
4	4		Engineered Traffic Control Plans	EA	1	$1,550.00	$1,550.00	Yes	
5	5		Remove existing and construct Curb Return Access Ramp per COF Std. 1003 (Section 303-5.9) All-inclusive BCR to ECR to include 4 ft. slot paving, detectable warning surface, curb and gutter, cross gutter, spandrel as applicable, ramp and walk (6" depth) and up to 10' per side transition sidewalk panels to be included when needed for ADA compliance.	EA	48	$11,600.00	$556,800.00	Yes	
6	6		Install Surface Applied Detectable Warning Surface (Truncated Domes) per COF Std. 1003 & CBC11B-705; Measured per Each Location	EA	4	$1,125.00	$4,500.00	Yes	
7	7		Remove Then Adjust Existing Manhole to Grade per Contract Documents and COF Std. 3014	EA	49	$1,785.00	$87,465.00	Yes	
8	8		Cold Mill existing asphalt concrete pavement (Depth = 2")	SF	333906	$0.34	$113,528.04	Yes	
9	9		Construct 2" AC Pavement (C3C PG-64-10)	SF	333906	$1.23	$410,704.38	Yes	
10	10		Signing, Striping, and Pavement Markers Complete per Contract Plans (Ref. Section-E; Includes Removal and Installation of Signing & Striping, Detector Loops)	LS	1	$5,100.00	$5,100.00	Yes	
11	11		Construct New 8" Curb and Gutter Over 95% Compacted Native Per City of Fontana Std. Plan No. 1000	LF	10	$267.00	$2,670.00	Yes	
2-Hunter’s Ridge Central Pavement Rehabilitation							$1,677,366.40		
12	12		Project Notifications (Section 3-14)	LS	1	$1,550.00	$1,550.00	Yes	
13	13		Mobilization	LS	1	$70,600.00	$70,600.00	Yes	
14	14		Temporary Traffic Control	LS	1	$29,200.00	$29,200.00	Yes	
15	15		Engineered Traffic Control Plans	EA	1	$1,550.00	$1,550.00	Yes	
16	16		Remove existing and construct Curb Return Access Ramp per COF Std. 1003 (Section 303-5.9) All-inclusive BCR to ECR to include 4 ft. slot paving, detectable warning surface, curb and gutter, cross gutter, spandrel as applicable, ramp and walk (6" depth) and up to 10' per side transition sidewalk panels to be included when needed for ADA compliance.	EA	27	$12,150.00	$328,050.00	Yes	
17	17		Install Surface Applied Detectable Warning Surface (Truncated Domes) per COF Std. 1003 & CBC11B-705; Measured per Each Location	EA	12	$875.00	$10,500.00	Yes	
18	18		Remove Then Adjust Existing Manhole to Grade per Contract Documents and COF Std. 3014	EA	68	$1,620.00	$110,160.00	Yes	
19	19		Cold Mill existing asphalt concrete pavement (Depth = 2")	SF	316981	$0.34	$107,773.54	Yes	
20	20		Construct 2" AC Pavement (C3C PG-64-10)	SF	512483	$1.18	$604,729.94	Yes	
21	21		Remove 4" Depth of Existing AC Pavement and Native Material, Recompact to 95%	SF	195502	$0.76	$148,581.52	Yes	
22	22		Construct 2" AC Pavement (B PG-64-10)	SF	195502	$1.20	$234,602.40	Yes	
23	23		Signing, Striping, and Pavement Markers Complete per Contract Plans (Ref. Section-E; Includes Removal and Installation of Signing & Striping, Detector Loops)	LS	1	$2,550.00	$2,550.00	Yes	
24	24		Remove and Construct Spandrel and Cross Gutter Over 95% Compacted Native Per City of Fontana Std. Plan No. 1013	SF	246	$47.50	$11,685.00	Yes	
25	25		Construct New 8" Curb and Gutter Over 95% Compacted Native Per City of Fontana Std. Plan No. 1000	LF	78	$203.00	$15,834.00	Yes	
3 - Grid Map 26 Pavement Rehabilitation							$528,903.40		
26	26		Project Notifications (Section 3-14)	LS	1	$1,550.00	$1,550.00	Yes	
27	27		Mobilization	LS	1	$34,500.00	$34,500.00	Yes	
28	28		Temporary Traffic Control	LS	1	$29,200.00	$29,200.00	Yes	
29	29		Engineered Traffic Control Plans	EA	1	$1,550.00	$1,550.00	Yes	
30	30		Remove existing and construct Curb Return Access Ramp per COF Std. 1003 (Section 303-5.9) All-inclusive BCR to ECR to include 4 ft. slot paving, detectable warning surface, curb and gutter, cross gutter, spandrel as applicable, ramp and walk (6" depth) and up to 10' per side transition sidewalk panels to be included when needed for ADA compliance.	EA	3	$9,700.00	$29,100.00	Yes	
31	31		Cold Mill existing asphalt concrete pavement (Depth = 2")	SF	67649	$0.40	$27,059.60	Yes	
32	32		Construct 2" AC Pavement (C3C PG-64-10)	SF	146277	$1.26	$184,309.02	Yes	
33	33		Remove 4" Depth of Existing AC Pavement and Native Material, Recompact to 95%	SF	78628	$0.76	$59,757.28	Yes	
34	34		Construct 2" AC Pavement (B PG-64-10)	SF	78628	$1.25	$98,285.00	Yes	
35	35		Signing, Striping, and Pavement Markers Complete per Contract Plans (Ref. Section-E; Includes Removal and Installation of Signing & Striping, Detector Loops)	LS	1	$3,560.00	$3,560.00	Yes	
36	36		Remove and replace 4" pavement asphalt driveway tie-ins	SF	10915	$5.50	$60,032.50	Yes	
4 - Grid 48 Residential Pavement Rehabilitation							$483,730.88		
37	37		Project Notifications (Section 3-14)	LS	1	$1,550.00	$1,550.00	Yes	

38	38		Mobilization	LS	1	$23,700.00	$23,700.00	Yes	
39	39		Temporary Traffic Control	LS	1	$29,200.00	$29,200.00	Yes	
40	40		Engineered Traffic Control Plans	EA	1	$1,550.00	$1,550.00	Yes	
41	41		Remove existing and construct Curb Return Access Ramp per COF Std. 1003 (Section 303-5.9) All-inclusive BCR to ECR to include 4 ft. slot paving, detectable warning surface, curb and gutter, cross gutter, spandrel as applicable, ramp and walk (6" depth) and up to 10' per side transition sidewalk panels to be included when needed for ADA compliance.	EA	8	$13,800.00	$110,400.00	Yes	
42	42		Install Surface Applied Detectable Warning Surface (Truncated Domes) per COF Std. 1003 & CBC11B-705; Measured per Each Location	EA	11	$910.00	$10,010.00	Yes	
43	43		Remove Then Adjust Existing Manhole to Grade per Contract Documents and COF Std. 3014	EA	12	$1,800.00	$21,600.00	Yes	
44	44		Cold Mill existing asphalt concrete pavement (Depth = 2")	SF	67322	$0.40	$26,928.80	Yes	
45	45		Construct 2" AC Pavement (C3C PG-64-10)	SF	113746	$1.16	$131,945.36	Yes	
46	46		Remove 4" Depth of Existing AC Pavement and Native Material, Recompact to 95%	SF	46424	$0.82	$38,067.68	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
47	47		Construct 2" AC Pavement (B PG-64-10)	SF	46424	$1.46	$67,779.04	Yes	
48	48		Signing, Striping, and Pavement Markers Complete per Contract Plans (Ref. Section-E; Includes Removal and Installation of Signing & Striping, Detector Loops)	LS	1	$5,100.00	$5,100.00	Yes	
49	49		Construct New 8" Curb and Gutter Over 95% Compacted Native Per City of Fontana Std. Plan No. 1000	LF	212	$75.00	$15,900.00	Yes	

Line Item Subtotals

Section Title	Line Total
1 -Hunter’s Ridge South Pavement Rehabilitation	**$1,289,067.42**
2-Hunter’s Ridge Central Pavement Rehabilitation	**$1,677,366.40**
3 - Grid Map 26 Pavement Rehabilitation	**$528,903.40**
4 - Grid 48 Residential Pavement Rehabilitation	**$483,730.88**
Grand Total	**$3,979,068.10**

Bid Results

FY 2025-2026 Citywide Pavement Rehabilitation Project

DE-26-95-SB

1. Calmex Engineering, Inc. Bloomington, CA	$3,979,068.10
2. LCR Earthwork & Engineering Corp. Jurupa Valley, CA	$3,993,094.31
3. Matich Corporation Anaheim, CA	$3,999,648.11
4. Vance Corporation Beaumont, CA	$4,178,860.07
5. Sequel Contractors, Inc. Santa Fe Springs, CA	$4,470,258.00
6. All American Asphalt Corona, CA	$4,478,399.00
7. Gentry Brothers, Inc. Irwindale, CA	$4,941,010.70
8. R.J. Noble Company Orange, CA	$5,389,744.77
9. Hardy & Harper, Inc. Lake Forest, CA	$5,740,143.15

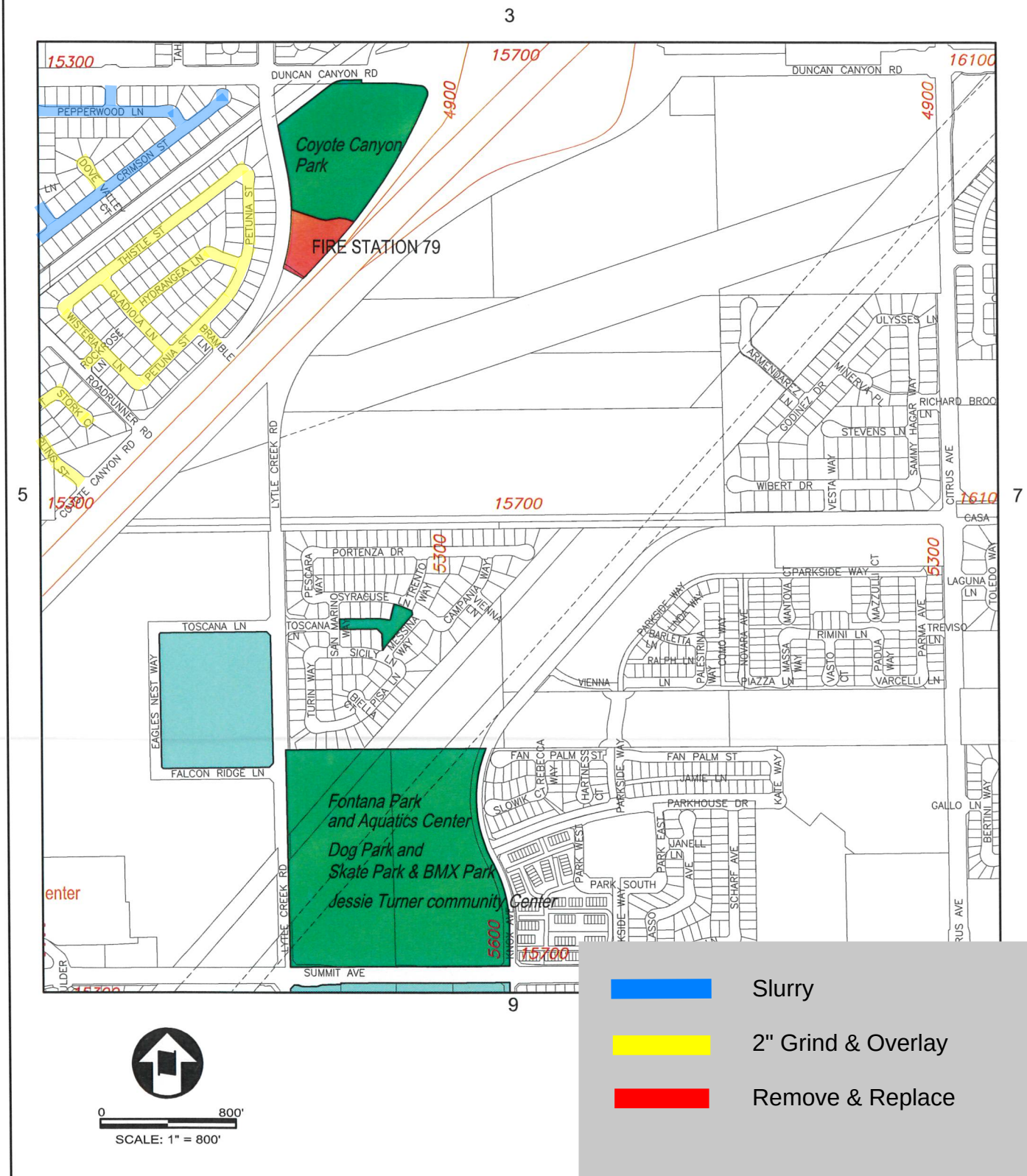
2



CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO.
5



CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO.
6

Heavy school traffic at David Long Elementary. Try for Summer.

2



6

8

0 800'

SCALE: 1" = 800'

Slurry

2" Grind & Overlay

Remove & Replace

UST 2019

CITY OF FONTANA

STREET ATLAS

SHEET NO. 5

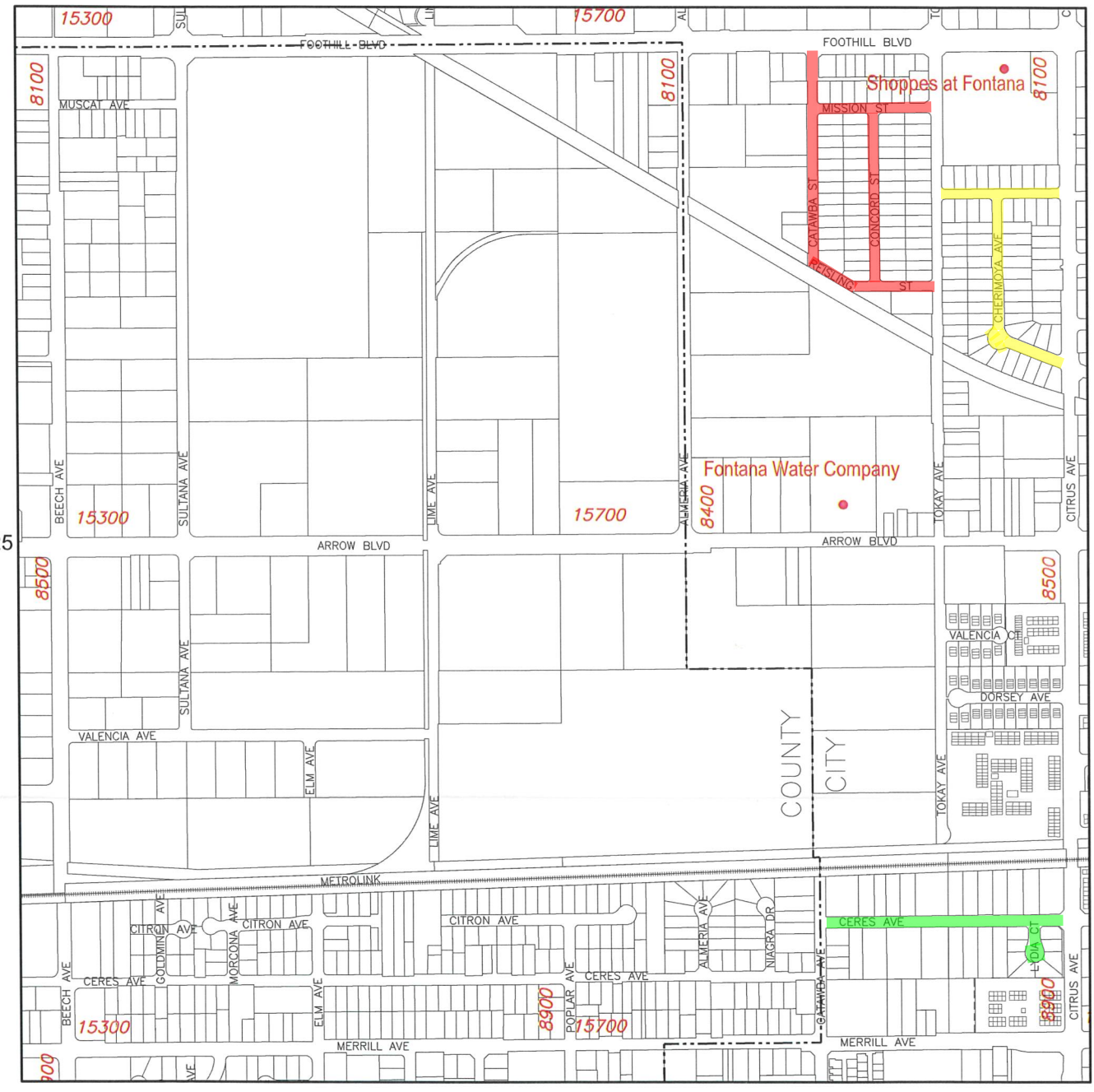


CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO.
48

Grid 26 Residential Pavement Rehabilitation - Map 1 of 1



UST 2019

CITY OF FONTANA
STREET ATLAS

SHEET NO.
26

Vendor Notification

Agency Notifications `146 City of Fontana vendors notified`

12/18/2025 6:18 PM (PST) 145 vendors notified

using Criteria **Category:**

91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

Vendors

3P Construction, Inc. (1080045)
Abbott Contracting (236856)
ABC Resources Inc (102220)
acostacorporation (438606)
ACR Concrete & Asphalt Inc. (345139)
Adams-Streeter Civil Engineer (578570)
Advantage Unlimited Paving Inc. (504268)
All American Asphalt (21665)
ALL AMERICAN BUILDING SERVICES (1304265)
Ambros Construction Inc. (747209)
AMCAST CONSTRUCTION LLC (1200107)
AMERICAN ASPHALT SOUTH,INC. (21709)
ANM Concrete Construction inc (1069050)
ASAP General Engineering (21783)
ATP General Engineering Contractors a Division of Martin Marietta SD Aggs, LLC (1124015)
Ben's Asphalt (298810)
Benchmark Constructors (21867)
Burrola Construction Inc (21932)
Cal Star Engineering, Inc (367953)
Cali Developments (1219537)
California Paving Concepts (1504367)
California Professional Engineering, Inc (21981)
Calmex Engineering, Inc. (942104)
Cat Tracking Inc. (397557)
Century Paving, Inc. (726631)
CGO Construction (1319701)
Chrisp Company (22052)
City Service Paving (1590133)
CLT Surfacing LLC dba Grading (1356188)
Coffman Specialties, Inc. (217760)
Construction Services Co (240722)
Copp Contracting, Inc. (933060)
Creative Paving Solutions (1569622)
CT&T Concrete Paving Inc. (225079)
custom courts inc (1436626)
Cybertech Construction Company, Inc. (518595)
D & W Trucking Inc. (859414)
Dana Pacific Landscape (22232)
DBL Construction, Corporation (22242)
DM CONTRACTING, INC. (155481)
Doug Martin Contracting Co. Inc. (22309)
Dt stellar general engineering (903332)
EBS Concrete, Inc. (22344)
EBS General Engineering, Inc. (22378)
El Camino Asphalt Paving Corp. (518947)
Elevated (1412120)

Environmental Construction, Inc. (643808)
Falkon Construction Inc (1218996)
G.M. Sager Construction Co., Inc. (329253)
Global Customer Services (1567748)
Graham Contractors, Inc (22600)
Griffith Company (646826)
Hardy & Harper, Inc. (22655)
Helmer & Sons, Inc (543476)
Hemet Manufacturing Company., Inc.dba Genesis Construction (177576)
Hillcrest Contracting (22692)
Hillcrest Contracting, inc. (22694)
HZS Engineering Inc (1285732)
I E General Engineering Inc. (521254)
IAC Engineering (22731)
Inland Engineering Services, Inc. (1546204)
Intermountain Slurry Seal, Inc. (22808)
J. CARDENAS INC. (491492)
J.RDMMAC Inc. (328362)
J&M Contracting Corp (1254293)
JB Paving & Engineering (243600)
Jerry Savage Construction dba Engineering (1255394)
JMDiaz Inc. (102180)
KASA Construction, Inc. (22899)
km consulting (22917)
LCR Earthwork & Engineering, Corp. (1336039)
Lopez Bros. INC. (1254268)
LP Paving and Grading Inc (1362717)
malier contractor's inc (23049)
MCC Equipment Rentals, Inc (177948)
McCain, Inc. (293765)
MCE Corporation (23085)
Mendoza Grading & Paving (293833)
MetaDome (390790)
MIK Construction, Inc. (402221)
MZB Traffic Management Inc. (1088243)
Nixon-Egli Equipment Company (755647)
Nova's construction and renovation, inc. (1575244)
NPG Corp. (23245)
O'Duffy Bros Inc. (486370)
OHLA USA, Inc. (874350)
on demand contractors inc (1308234)
ONYX PAVING COMPANY INC. (690549)
PacWest Engineering Company, Inc. (485928)
Parking Design Group, LLP (1143800)
Patriot Paving Inc. (23342)
Patriot Traffic Designs Inc. (558398)
Pave West (23345)
Paveco Construction Inc. (648211)
Pavement Coatings Co. (23346)
Pavement Rehab Company (1151893)
Petrochem Materials Innovation LLC (1480857)
Plam Canyon Contractors (23387)
Porous Technologies, LLC (889350)
Precision Weed Control (1687031)
Premier Developing Services, Inc. (148464)
Prestige Paving Company, Inc. (827521)
ProWest Engineering, Inc. (1566966)
Pyramid Building and Engineering, Inc. (23462)
R&R Construction (23486)
RDO EQUIPMENT (446536)
Reliance Paving Inc (1428432)

Relining Technologies Inc (478974)
Reyes Construction, Inc. (1314570)
RMA GROUP (1133975)
Road Works Inc. (1095218)
RoadSafe Traffic Systems, Inc. (866991)
Robert R. Yeghorian Co. Inc. (1383970)
Rock Property Solutions (837706)
Roy Allan Slurry Seal, Inc. (23600)
s&h civilworks (1393520)
S&H Civilworks (431732)
S&S Grading & Paving Inc. (23613)
Safe USA, inc. (752242)
Sandwood Enterprises Inc. (470715)
SAVI Construction Inc. (1652790)
SD Remodeling (342004)
Senitica Construction, Inc. (630817)
Sequel Contractors, Inc. (23671)
Shariden Design Asphalt, Inc (1623956)
Simplus Management Corporation (544612)
Sixth Sun Concrete Inc. (23710)
SJD&B, Inc. (402307)
Southern California Grading, Inc. (341701)
Southern California Road Slurry Company (787911)
Sturgeon Services (391355)
Sully-Miller Contracting Company (23815)
Superior Paving Company Inc. DBA United Paving Co. (1369227)
Talley Oil Inc (1709996)
Tech Control Systems Inc (1349697)
Tesoro Contractors Inc. (1318331)
Thomasville Construction, Inc. (218355)
Traffic & Parking Control Co., Inc. (28460)
Tri County Development & Construction, Inc. (794826)
Tri-County Sandblasting, Inc (348989)
Triple V Tractor, Inc. (1449034)
United Construction Company (1169737)
USS Cal Builders Inc. (546144)
Vance Corporation (24075)
YAKAR (24203)

12/23/2025 7:36 AM (PST) No vendors notified

using Criteria Category:

91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

12/23/2025 7:47 AM (PST) No vendors notified

using Criteria Category:

91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

12/23/2025 3:13 PM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

01/05/2026 7:44 AM (PST) 1 vendor notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

Vendor Crown Communications Engineering Inc. (1718442)

01/05/2026 7:48 AM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

01/05/2026 5:37 PM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

01/07/2026 8:45 AM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

01/07/2026 2:37 PM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

01/13/2026 11:31 AM (PST) No vendors notified

using Criteria **Category:**
91394 - Paving/Resurfacing, Alley And Parking Lot
91395 - Paving/Resurfacing, Highway And Road
91396 - Paving/Resurfacing, Street (Major And Residential)

File #: 26-0819
Agenda #: N.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Building & Safety

SUBJECT:
Award a Professional Services Agreement for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities.

RECOMMENDATION:

1. Award and authorize the City Manager to enter into a Professional Services Agreement with Sally Swanson Architects Inc. for the development and implementation of an ADA Self-Evaluation and Transition Plan for City owned facilities the amount of $197,300.00 (Request for Proposals BS-26-61-SP).

2. Approve and Authorize the City Manager to enter into any future amendments not to exceed 10% contingency in the amount of $19,730.00.

COUNCIL GOALS:

- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (facilities, parks, etc.) by maintaining and improving the City's existing infrastructure.

DISCUSSION:
Under Title II of the Americans with Disabilities Act (ADA), public entities are required to complete a self-evaluation of their policies, practices, and services and the effects thereof, to identify and establish a transition plan to correct barriers inconsistent with ADA standards. Public facilities and rights-of-way are required to be accessible to persons with disabilities pursuant to the following statutes: Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §794) and Title II of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C.§§ 12131-12164). These statutes prohibit public agencies from discriminating against persons with disabilities by excluding them from services, programs, or activities.

The new Self-Evaluation will identify any physical barriers limiting accessibility to and from City buildings and facilities including parks. The plan will provide recommendations for removing identified barriers and complying with accessibility requirements as mandated by the ADA and State of California Access codes.

On October 15, 2025, the City issued a Request for Proposals (RFP) for development and implementation of an ADA Self-Evaluation Plan. On November 16, 2025, proposals were received from two firms interested in providing services for the project. The proposals were evaluated by staff based on firm and staff qualifications, project approach/scope of work, and proposed schedule, in

accordance with City policies and procedures. The proposals ranged from $197,300.00 to $254,481.00.

Based on the evaluations, staff recommends approval of the Professional Services Agreement with Sally Swanson Architects Inc. due to their experience, available project staffing, schedule, and detailed approach to the project.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $217,030, including contingencies and is not included in the 2025-26 Current Budget. Funding for this project is requested in the FY25-26 Mid -Year Budget Report in 10132000-8115.

MOTION:
Approve staff recommendation.

Bid Summary

ADA Self Evaluation & Transition Plan

BS-26-61-SP

January 2026

Firm	Score	Rank
Sally Swanson	19.83	1.00
Bureau Veritas	19.27	2.00

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
BS-26-61-SP

This Agreement is made and entered into as of February 24, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **Sally Swanson Architects, Inc.**, a corporation with its principal place of business at 4100 West Alameda Avenue, 3rd Floor, Burbank, CA 91505 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

ADA Self-Evaluation & Transition Plan, BS-26-61-SP (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$197,300.00** (One Hundred Ninety-Seven Thousand Three Hundred dollars and no cents. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

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

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the period of two (2) years. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which

include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

[Delete the following title and insert "Reserved", if not applicable.]

15. Reserved.

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

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

19. Organization

Consultant shall assign **Sally Swanson** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:	CONSULTANT:
City of Fontana	Sally Swanson Architects, Inc.
8353 Sierra Avenue	4100 W Alameda Ave, 3rd Floor
Fontana, California 92335	Burbank, California 91505
Attn: Jeff Baughman	Attn: Sally Swanson

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF FONTANA
SIGNATURE PAGE
BS-26-61-SP

CITY OF FONTANA

By: _____
City Manager

Attest:

By: _____
City Clerk's Office

By: _____
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By: _____
Director of Building & Safety

SALLY SWANSON ARCHITECTS, INC.

By: _____
Sally Swanson
CEO

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Chief Financial Officer

_____
Purchasing Division

EXHIBIT A

Scope of Services

Project Approach and Work Plan

Project Approach

The City of Fontana proposed Scope of Work is quite clear and Sally Swanson Architects, Inc. (SSA) will meet or exceed all requirements of the contract. The project approach is flexible and will be tailored precisely to fit the City's needs and resources. The work will be collaborative between the City of Fontana and the SSA staff over the "contract period of two years from the date of award, renewable for three additional one-year increments at the sole discretion of the City".

Critical Elements

Following are the elements and benefits of the City of Fontana manageable and living ADA Transition Plan Update document. The Access Compliance Survey will provide the City with:

- A list of existing accessibility barriers describing each barrier and recommendation of a removal solution
- A preliminary cost estimate for removal of each barrier
- A priority assigned to each barrier
- A schedule for barrier removal
- Designation of a person responsible for barrier removal
- The ability to "check-off" mitigated barriers
- The ability to easily demonstrate steps taken toward removal of all barriers to access

Proposed Scope of Services

The best projects are collaborations.

SSA staff conducting and reviewing the surveys are CASp certified. SSA will meet or exceed all requirements of the contract as outlined in the proposed Scope of Services: Major challenges are generally not an issue in the conducting and coordinating of ADA Self-Evaluation and Transition Plan projects. Rather, it is up to the consultant to communicate effectively with all stakeholders and assure that the City of Fontana staff is kept apprised of project status at timely intervals. SSA's time-tested approach, honed over 45 years, ensures that stakeholders are fully informed. Quality Assurance and Quality Control begins before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.

Sally Swanson Architects, Inc. (SSA) will provide the following tasks and services as defined by the City of:

1. Oversee Development and Execution of Self-Evaluation and Transition Plan

a. Administration & Management
b. Develop Procedures & Forms
c. Attend Kick-Off, Interim Progress & Final Completion Online Meetings

Administration and Management

Upon award of the contract, Sally Swanson Architects, Inc. (SSA) will begin planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and

phone conversations. SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from in order to meet the Project schedule and budget during the course of services. SSA will coordinate with the City, other government agencies and other affected parties as required throughout the duration of the Project. The SSA Project Team will arrange to meet via virtual conference technology, at the City's discretion, with the City staff and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, and completion schedules, as well as project communications, final deliverables and overall project strategies and goals.

Project Schedule

SSA will use Microsoft Project to develop schedules including critical tasks. SSA will prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at the City's acceptance of the final report for the Project. Schedule will indicate significant milestones, targeted completion dates and the critical path for the Project. SSA will notify the City if there are delays in any phase or Task of the Project. In such cases, SSA will make up the schedule in subsequent Tasks of the Project or provide information to the City substantiating a time extension. The schedule will be maintained and kept updated at all times and will be updated each time progress and milestones are changed. In addition, the progress schedule will be updated no less frequently than after each task is complete.

Invoicing

SSA will submit monthly invoice payments with a progress report summarizing partially or completed scope of work for processing. Any administrative time spent on invoicing shall be consumed by SSA's overhead and not billed separately.

Quality Assurance / Quality Control (QA/QC)

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG, ADAS and the Universal Building Code cited will be verified and the barrier location examined to ensure accuracy and the highest quality report. SSA will QA/QC all materials prior to submittal to the City of Fontana. QA/QC shall be budgeted for and invoiced under each respective Task.

2. Conduct Self-Evaluation for City Policies, Programs, Services and Practices

a. Thorough Review of City's existing Policies, Plans, Reports, and Programs.
c. Selecting Key Personnel Including Orientation Meeting
d. Staff Surveys Including Questionnaires
e. Draft Programmatic Self-Evaluation Survey Reports
f. Final Programmatic Self-Evaluation Survey Reports

Thorough Review of the Existing Documentation

SSA will thoroughly review City policies, plans, reports, programs and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. This evaluation will evaluate current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, emergency procedures and grievance procedures for accessibility.

Identify Programs & Services and Associated Policies & Procedures

SSA will identify and obtain all necessary documents and materials to conduct the audit process and survey. SSA will review existing City documentation, departmental and facility rules and regulations, planning documents and any other written policy documentation provided by the City and identified as relevant by SSA. SSA will assist the City in identifying the documents and materials needed for review. SSA will assist the City in developing the tools and procedures needed to conduct a Self-Evaluation and implement recommendations in accordance with the guidelines and requirements of the Americans with Disabilities Act (ADA).

Selecting Key Personnel Including Orientation Meeting

SSA will coordinate with designated key City staff to orient staff with the Self-Evaluation process, including type of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation. SSA will assist the City in identifying what staff/departments shall be considered as key staff to coordinate with.

SSA meets with designated key City staff via virtual conference technology (at the City's discretion) to orient staff on the Self-Evaluation process, including types of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation.

- SSA assists the City in identifying what staff/departments will be considered as key staff to attend the meeting.
- SSA administers a staff survey to evaluate the level of program accessibility within each City department.
- Once the surveys are complete, SSA reviews information provided, then identifies, requests and reviews any additional information that may be helpful in the evaluation of City-wide and program-specific policies, practices and procedures.
- If needed, SSA may conduct brief phone or in-person interviews with survey respondents to discuss initial findings and follow-up with additional questions, if necessary.
- Finally, SSA drafts a report and recommendations for the City to review.
- Following City review, discussion and integration of public comment, SSA prepares a final survey document.

SSA understands that some survey respondents may not have in-depth knowledge of the ADA and accessibility concepts, and that some cities may have heightened sensitivity to this process. SSA ensures that, throughout the entire survey process, SSA is available to answer any questions, and work closely with the City to ensure maximum comfort and security with the process and results. Example of Information Elicited and Reviewed For example, SSA's program access specialist reviews existing policies, procedures and practices pertaining to the City's programs – both on-site and online – to ensure effective communication with members of the public, particularly individuals with disabilities. These recommendations and best practices will cover the appropriate types of auxiliary aids or services necessary to ensure effective communication with individuals with disabilities and will identify the most effective methods of:

- Making aurally-delivered information available to individuals who are deaf or hard-of-hearing
- Making visually-delivered materials available to individuals who are blind or have low vision

Staff Surveys Including Questionnaires

SSA will administer a staff survey to evaluate the level of program accessibility within each City department. SSA will be responsible to determine the format and contents of the survey in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff survey will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

Draft Programmatic Survey Reports

SSA will present draft Programmatic survey reports and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft reports developed under the plan and address any questions or comments in a timely manner.

Final Programmatic Survey Reports

SSA will incorporate all Comments and Prepare Final Programmatic Survey Reports.

3. Conduct Comprehensive City Buildings, Parks and Parking Lots Surveys and Barrier Assessments

a. Inventory Review
b. Facility Diagrams
c. Physical Surveys of City Buildings, Parks and Parking Lots (per the list provided by the City in the Addenda)
d. Draft Buildings, Parks and Parking Lots Access Compliance Assessment Reports
e. Final Buildings, Parks and Parking Lots Access Compliance Assessment Reports

City Buildings, Parks and Parking Lots

Prior to performing the physical survey of City buildings, parks and parking lots/structures, SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing city buildings. SSA will review the complete City inventory to confirm which city buildings, parks, parking lots/structures provide public access and are not required to be surveyed. SSA will review each city building in detail to determine what areas of the city buildings, parks, parking lots/structures are subject to public accommodation and are required to be surveyed, and which areas are not considered public accommodation and are not required to be surveyed.

a. Inventory Review

SSA will work with City staff, including City's legal counsel and/or Risk Management staff when appropriate, to determine if city buildings are required to be covered under the Physical Survey Task and the Transition Plan. This determination will be made prior to performing physical surveys.
Upon completion of the inventory review, SSA will deliver a final city buildings, parks, parking lots/structures inventory before beginning subsequent physical survey.

b. Facility Diagrams

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the City) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.

c. Physical Surveys of City Buildings, Parks, Parking Lots

SSA will conduct surveys of all City buildings, parks, parking lots/structures on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

SSA will determine specific features to be surveyed as required and as applicable under the accessibility standards and codes. Field surveys of public buildings, parks, parking lots/structures (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) will include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work.

Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities

Act Accessibility Guidelines (ADAAG), and the 2019 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

d. Draft City Buildings Compliance Assessment Reports

Once review of the field data is complete; SSA will originate the Draft Physical Survey Reports / Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City public buildings, parks, parking lots/structures that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Each ACAR will include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA and other relevant code/guideline access;
- Barrier Severity Rating (relative level of impact to access);
- Prioritization & Severity Rating;
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual conceptual cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier

e. Final City Buildings Compliance Assessment Reports

Once the collected field data is verified by SSA, then SSA will produce the Final Physical Survey Reports / Access Compliance Assessment Reports (ACAR).

4. Public Outreach / Meetings

a. Administration Including Presentation, Agenda, Materials & Minutes
b. Public Outreach Meeting No.1
c. Attend City Council Meeting No.1
d. Attend City Council Meeting No. 2

SSA will assist the City of Fontana in hosting public outreach events, and soliciting input from stakeholders, per ADA §35.150(d)(1) during the development of the transition plan:

"…A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations presenting individuals with disabilities, to participate in the development of the transition plan"

a. Administration Including Presentation, Agenda, Materials & Minutes

Public Outreach Meeting Contingency Plan

In order to help the City of Fontana to meet its legal obligations for public vetting of this Transition Plan, Sally Swanson Architects, Inc. (SSA) proposes the following Virtual Town Hall Contingency Plan that can be implemented at the City's discretion. The City may prefer in-person gatherings and SSA will comply with the City's directive.

SSA will host in-person or "virtual" Town Halls along with online surveys that can be noticed to the public through the City's marketing channels (e.g., websites, newsletters, email blasts).

Virtual Town Hall

- Set up virtual town hall meetings via Zoom Webinar (Microsoft Teams, or technology of the City's choice).
- Anyone who wishes to participate will need to register (for security, to ensure participants can access, and to support subsequent follow-up if needed).
- Zoom/Teams Town Hall meetings will feature ASL and live captioning provided by the City.
- The City and SSA will co-facilitate the Town Halls, presenting an overview of Transition Plan findings and offering an opportunity for public comment.
- SSA will moderate participation to ensure all questions are addressed, and all who wish to have an opportunity to comment are invited to do so.
- During Zoom Town Halls, participants will be invited to use video conference features such as:
    - o Raise hands (to make comments or ask questions).
    - o Chat box (to make comments or ask questions).
    - o Q&A.
- Meetings will be recorded and made available for later viewing, if the City wishes.
- Anyone who is unable to attend may submit a public comment via email, in writing, or by phone.
- Meeting organizers document all comments made by participants

Surveys

- SSA will develop a post-town halls survey to be sent out to participants after town halls, if the City wishes.

Pre-Town Hall Outreach

- SSA will assist the City in reaching out to community members via its marketing channels to inform the public of upcoming Town Halls.
- SSA will assist the City in reaching out to interested local community organizations, partners and affiliates.
- The City will provide a link to register for the Town Halls, as well as a link to the Transition Plan for public review.

Share the Results

- Create short reports with the data, results and input from the online surveys and virtual Town Halls input.
- Share reports with the public.
- Thank community members for their participation and ensure that their feedback will be part of the final reports.

b. Public Outreach In-person or Online Meeting (Meeting No.1)

SSA will conduct a Public Outreach In-person or On-Line Meeting that fulfills the City's directive regarding a virtual meeting format, or in-person meeting at the City's discretion.

c. Attend City Council Meeting (Meeting No. 1)

SSA will attend a City Council Meeting (in-person or via virtual conference technology at the City's discretion

d. Attend City Council Meeting (Meeting No.2)

SSA will attend a City Council Meeting (in-person or via virtual conference technology at the City's discretion).

5. ADA Self-Evaluation and Transition Plan

a. Incorporate all feedback and develop a Final ADA Transition Plan with Executive Summary (both in hard copies and digitally accessible electronic formats, as preferred by the City)
b. Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.
c. Cost estimates or remediation measures to remove each identified barrier.
d. Procedures and forms for filing Requests for Accommodation.
e. Identification of the official(s) who will be responsible for implementation of the Transition Plan.
f .Draft ADA Self-Evaluation and Transition Plan
g. Final ADA Self-Evaluation and Transition Plan with Executive Summary

Draft ADA Self-Evaluation and Transition Plan per Title II of the ADA

SSA will identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation in lieu of making physical alterations.

SSA will work with City staff to prioritize removal of architectural barriers at each building/park/parking lot. SSA will consider past and current City planning activities to incorporate the activities into the Transition Plan.

SSA will develop the Draft Self-Evaluation including questionnaire responses, grievance procedure and work plan.

SSA will develop the Draft Transition Plan including priorities, schedule, funding, standard drawings and implementation.

SSA will present the Draft ADA Transition Plan and record feedback from the City team. SSA will plan and facilitate review meetings in person or via virtual conference technology (at the City's discretion) with the City staff as required to assure their familiarity with the draft ADA Transition Plan developed under the plan and address any questions or comments in a timely manner.

Final ADA Self-Evaluation and Transition Plan per Title II of the ADA

SSA will incorporate all changes and develop the final ADA Transition Plan including Executive Summary.

6. Project Database, Mapping, and Standard Plans

a. Draft Excel/GIS Database for Buildings, Parks and Parking Lots
b. Final Excel/GIS Database for Buildings, Parks and Parking Lots

Project Database and Mapping Setup

SSA has developed excellent computer-based tools, which provide a variety of accessibility functions. SSA's BlueDAG database is a relational database program that assemble, organize and maintain field survey data; maintain records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The programs will also generate the access compliance survey report. The BlueDAG database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1991 (revised in 1994) Americans with Disabilities Act Accessibility Guidelines and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code, as well as Building Code 2019. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc. This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All building and parks data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls), Access (*.dbf) and Adobe Acrobat (*.pdf). The database may also be integrated with the City's Facilities Database Management/GIS suite using the same item descriptors. The best feature of BlueDAG is its end-to-end, cloud-based software that simplifies and speeds up ADA compliance and accessibility reporting for professionals, with a key advantage being the significant time savings of up to 70% compared to traditional methods.

Outcome will produce the following for City review and approval:

a. Draft Excel/GIS Database for Buildings, Parks, Parking Lots
b. Final Excel/GIS Database for Buildings, Parks, Parking Lots

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Sally Swanson Architects Cost Proposal - City of Fontana ADA Self-Evaluation and Transition Plan

Task #	Task Description	Sally Swanson Architects, Inc.									ODC's			Total
		PIC / Project Manager	CASp QA/QC	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	Operations	Total Hours	Total Labor Costs	Other Direct Costs			Total Fee
		Sally Swanson	Scott Saddlemire, CASp	Troy Baltazor, ACTCP	Don Salts, CASp	Deniz Turan, PhD	Various	Various			Car (Week)	Lodging (month)	Meals & Incidental (Day)	
		$200.00	$175.00	$150.00	$150.00	$150.00	$100.00	$100.00			$400.00	$2,940.00	$79.00	
1	**Oversee Development and Execution of Self-Evaluation and Transition Plan**													
	a. Administration & Management	20				12			32	$5,800.00				$5,800.00
	b. Develop Procedures & Forms	8	4	8	8	8			36	$5,900.00				$5,900.00
	c. Attend Kick-Off, Interim Progress & Final Completion Online Meetings	12	4	12	12	12			52	$8,500.00				$8,500.00
	Subtotal:	**40**	**8**	**20**	**20**	**32**	**0**	**0**	**120**	**$ 20,200.00**	$ -	$ -	$ -	**$ 20,200.00**
2	**Conduct Self-Evaluation for City Policies, Programs, Services and Practices**													
	a. Thorough Review of City's existing Policies, Plans, Reports, and Programs.	4	2	16					22	$3,550.00				$3,550.00
	c. Selecting Key Personnel Including Orientation Meeting	4		16					20	$3,200.00				$3,200.00
	d. Staff Surveys Including Questionnaires	4		40					44	$6,800.00				$6,800.00
	e. Draft Programmatic Self-Evaluation Survey Reports	2		24					26	$4,000.00				$4,000.00
	f. Final Programmatic Self-Evaluation Survey Reports	2		12					14	$2,200.00				$2,200.00
	Subtotal:	**16**	**2**	**108**	**0**	**0**	**0**	**0**	**126**	**$ 19,750.00**	$ -	$ -	$ -	**$ 19,750.00**
3	**Conduct Comprehensive City Buildings, Parks and Parking Lots Surveys and Barrier Assessments**													
	a. Inventory Review	2	4		8				14	$2,300.00				$2,300.00
	b. Facility Diagrams		8		32		16		56	$7,800.00				$7,800.00
	c. Physical Surveys of City Buildings, Parks and Parking Lots (per the list provided by the City in the Addenda)				360				360	$54,000.00				$54,000.00
	d. Draft Buildings, Parks and Parking Lots Access Compliance Assessment Reports		20		40		20	20	100	$13,500.00				$13,500.00
	e. Final Buildings, Parks and Parking Lots Access Compliance Assessment Reports		20		40	12	10	10	92	$13,300.00				$13,300.00
		2	**52**	**0**	**480**	**12**	**46**	**30**	**622**	**$90,900.00**	$ -	$ -	$ -	**$ 90,900.00**
4	**Public Outreach / Meetings**													
	a. Administration Including Presentation, Agenda, Materials & Minutes	12		12	12	12	12		60	$9,000.00				$9,000.00
	b. Public Outreach Meeting No.1	6		6	6	6			24	$3,900.00				$3,900.00
	c. Attend City Council Meeting No.1	6		6	6	6			24	$3,900.00				$3,900.00
	d. Attend City Council Meeting No. 2	6		6	6	6			24	$3,900.00				$3,900.00
	Subtotal:	**30**	**0**	**30**	**30**	**30**	**12**	**0**	**132**	**$ 20,700.00**	$ -	$ -	$ -	**$ 20,700.00**
5	**ADA Self-Evaluation and Transition Plan**													
	a. Incorporate all feedback and develop a Final ADA Transition Plan with Executive Summary (both in hard copies and digitally accessible electronic formats, as preferred by the City)	2	2	2	2	16			24	$3,750.00				$3,750.00
	b. Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.	2	2	2	2	2			10	$1,650.00				$1,650.00
	c. Cost estimates or remediation measures to remove each identified barrier.	2	4	4	4	4			18	$2,900.00				$2,900.00
	d. Procedures and forms for filing Requests for Accommodation.			4					4	$600.00				$600.00
	e. Identification of the official(s) who will be responsible for implementation of the Transition Plan.			2					2	$300.00				$300.00
	f .Draft ADA Self-Evaluation and Transition Plan	2	2	4	4	32			44	$6,750.00				$6,750.00
	g. Final ADA Self-Evaluation and Transition Plan with Executive Summary	2	2	4	4	16			28	$4,350.00				$4,350.00
	Subtotal:	**10**	**12**	**22**	**16**	**70**	**0**	**0**	**130**	**$ 20,300.00**	$ -	$ -	$ -	**$ 20,300.00**
6	**Project Database, Mapping, and Standard Plans**													
	a. Draft Excel/GIS Database for Buildings, Parks and Parking Lots				20	30	12		62	$8,700.00				$8,700.00
	b. Final Excel/GIS Database for Buildings, Parks and Parking Lots				10	15	6		31	$4,350.00				$4,350.00
	Subtotal:	**0**	**0**	**0**	**30**	**45**	**18**	**0**	**93**	**$ 13,050.00**	$ -	$ -	$ -	**$ 13,050.00**
7	**City Staff Training**													
	a. Applicable codes, statues and regulations	4	2	4	4				14	$2,350.00				$2,350.00
	b. Performing field investigations and inspections	4	2		4				10	$1,750.00				$1,750.00
	c. Preparation of ADA Compliance Assessment Reports	4	2	4	4	4			18	$2,950.00				$2,950.00
	d. Monitoring and updating the ADA Self-Evaluation and Transition Plan	4	2	4	4	4			18	$2,950.00				$2,950.00
	e. Using and maintaining the database and/or project map	4			4	4	4		16	$2,400.00				$2,400.00
	Subtotal:	**20**	**8**	**12**	**20**	**12**	**4**	**0**	**76**	**$ 12,400.00**	$ -	$ -	$ -	**$ 12,400.00**
	Grand Total:	**118**	**82**	**192**	**596**	**201**	**80**	**30**	**1299**	**$ 197,300.00**	$ -	$ -	$ -	**$ 197,300.00**

Notes: *1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the City.*
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged prior written consent by the City.
3. All expenses are included, including reimbursable, if applicable.
4. All reports will be submitted in PDF format.

File #: 26-0826
Agenda #: O.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement for City owned property- 11109 Jasmine Street

RECOMMENDATION:

1. Adopt **Resolution No. 2026-010**, approving the Purchase and Sale Agreement with the County of San Bernardino, for city owned land located at 11109 Jasmine Street more specifically described as APN 0238-111-53.

2. Approve and Authorize the City Manager, or City Manager's designee, to enter into any required documents, including non-material amendments to the Purchase and Sale Agreement, required to effectuate said approvals and/or agreement.

COUNCIL GOALS:

- Practice sound fiscal management by living within our means while investing in the future.
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by address Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

DISCUSSION:
The City of Fontana has identified Homelessness and Homeless prevention as a top priority. To address this need, the City acquired the subject property and retained an architect to prepare plans to effectuate the renovation of the property into a Homeless Navigation Center. The Navigation center, when completed, will provide housing and services for those that are currently, or are risk of becoming, homeless. The West End Navigation Center (WENC), a 200-bed, full-service regional facility will serve western San Bernardino County, with support and participation from the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland.

Sale of the property is conditioned up its operation by the county as a Navigation Center. The operation of the facility shall be governed by an MOU and operating agreement by and between the County and the participating cities. Should any changes be proposed or required for the operation of the facility during the operational period, approval of the City of Fontana, as the host city for the

facility, is required.

The City and County have negotiated a Purchase and Sale Agreement to facilitate the sale of APN 0238-111-53.

General Terms of Purchase:

- Purchase Price will be calculated prior to the end of the due diligence period and will include the sum of all third-party consulting expenses paid by the city as well as the cost of acquisition, permitting, and renovation of the property.
- The County will have 60 days from the opening of escrow to complete its due diligence on the subject property to confirm the suitability and condition of the property.
- If county is satisfied with its feasibility review the county will deposit and release $2,000,000 as a non-refundable deposit towards the purchase.
- City must complete renovation within 12 months of the release noted above.
- City construction responsibility is to convert the space into a 200-bed navigation center with all improvements completed and approved for occupancy, leaving only the installation of furnishings and equipment for the county.
- Within two weeks of issuance of a Certifcate of Occupancy and confirmation that all is complete, County deposits the remaining required funds for the purchase, closes escrow and takes possession of the building.

The Navigation Center represents a regional solution that goes beyond traditional shelters or short-term motel vouchers. It is designed as a low-barrier, housing-focused service hub that reduces barriers, provides stability, and connects people directly to permanent housing.

FISCAL IMPACT:
This transaction will result in sale proceeds to the city in the amount of $11,664,510.00 plus all actual incurred third party consulting costs and improvement cost.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AND AUTHORIZING THE PURCHASE AND SALE AGREEMENT, JOINT ESCROW INSTRUCTIONS, AND GRANT DEED OF TRUST BETWEEN SAN BERNARDINO COUNTY AND THE CITY OF FONTANA FOR PROPERTY LOCATED AT 11109 JASMINE STREET, FONTANA, CALIFORNIA ("PROPERTY") AUTHORIZING THE CITY TO ACCEPT THE PURCHASE PRICE FROM SAN BERNARDINO COUNTY FOR THE PURPOSE OF CONVERTING THE PROPERTY TO REGIONAL NAVIGATION CENTER FOR INDIVIDUALS AND FAMILIES WHO ARE EXPERIENCING HOMELESSNESS OR WHO ARE AT RISK OF HOMELESSNESS, AS DEFINED IN PART 578.3 OF TITLE 24 OF THE CODE OF FEDERAL REGULATIONS

WHEREAS, the City of Fontana has been in negotiation with San Bernardino County for the Sale of the property located at 11109 Jasmine Street, Fontana, California for the purpose of converting the property to a Regional Navigation Center to provide housing and services for individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations ; and

WHEREAS, the City and the County have come to an agreement on the terms of the associated agreements and documents; and

WHEREAS, after reviewing the documents**,** the City Council has determined that the terms upon which the sale is to be given are acceptable.

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

Section 1. That the City accepts the purchase price from San Bernardino County, which shall be calculated to include the Base Price of eleven million six hundred sixty-four thousand five hundred ten and 00/100 dollars ($11,664,510.00) plus the costs actually incurred by the city for all third-party consulting expenses as well as the actual costs incurred for the design, permitting, and construction of the Property for the purpose of converting the Property to a Regional Navigation Center; and

Section 2. That the City Manager is approved and authorized to enter into all documents necessary to facilitate this transaction, including but not limited to; non-material amendments to the Purchase and Sale Agreement, escrow instructions, the Revocable Grant Agreement and the Grant Deed of Trust for the San Bernardino County acquisition of the property, on the terms and conditions specified therein; and

Section 3. That the City Manager, or his designee, are approved and authorized to negotiate, develop, enter into, and otherwise manage any documents in furtherance of

converting the property to a housing facility for individuals and families who are experiencing homelessness or who are at risk of homelessness; and

Section 4. That the City Manager, or his designee, are approved and authorized to Record associated Grant Deed of Trust with San Bernardino County for the sale and

Section 5. That the City hereby approves and adopts a finding that the proposed land transaction is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301. EXISTING FACILITIES and Section 15326. ACQUISITION OF HOUSING FOR HOUSING ASSISTANCE PROGRAMS

Section 6. This resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 24th day of February 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 24th day of February, 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

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made by and between the CITY OF FONTANA, a California municipal corporation, ("**SELLER**") and SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, ("**BUYER**"), each of them a "**Party**" and jointly the "**Parties**", and is effective as of the date the last of the Parties executes this Agreement ("**Effective Date**").

R E C I T A L S

A. SELLER is the sole owner of fee simple interest in certain real property, consisting of approximately 1.65 acres of land, ("Land") with an address of 11109 Jasmine Street, Fontana, CA 92337 and commonly identified as Assessor's Parcel Number 0238-111-53-0000, as the Land is more particularly described in the legal description attached hereto as Exhibit "A," on which certain improvements, including (without limitation) a building comprising approximately 35,347 total square feet ("Building") is situated (unless referred to individually, the improved Land and the Building shall hereinafter collectively be referred to as the "Property.")

B. SELLER agrees to sell and BUYER agrees to purchase the Property for exclusive use as a regional homeless housing and support services facility, subject to all the terms, conditions, and provisions as set forth in this Agreement.

A G R E E M E N T

Based upon the foregoing recitals, which are incorporated herein by this reference and made a part hereof, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, all of SELLER's right, title, and interest to the Property.

1.2 Purchase Price. The total purchase price ("**Purchase Price**") payable by BUYER to SELLER for all of SELLER's right, title, and interest to the Property shall consist of: (a) ELEVEN MILLION SIX HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED TEN AND 00/100 DOLLARS ($11,664,510.00) ("**Base Price**"), plus (b) an improvement reimbursement to Seller of all third party costs and expenses incurred by SELLER in connection with pre-development costs including but not limited to the design, permitting, and procurement (the "Pre-Development Costs") in addition to the costs of construction and installation of the Improvements (as later defined), provided that such reimbursement shall not exceed the amount of the Construction Bid including Pre-Development Costs approved in writing by BUYER during the Pre-Development Period plus any costs incurred by SELLER due to any Change Orders approved in writing by BUYER during the Construction Period, as the reimbursable amount is documented by invoices provided by SELLER to BUYER in Section 3.3.2 (the "**Improvement Reimbursement**").

1.3 Deposits.

1.3.1 Independent Consideration. Within fifteen (15) Business Days (as defined in Section 7.10) of the Escrow Opening Date (as defined in Section 3.1), BUYER shall deliver to Escrow the sum of One Hundred and 00/100 Dollars ($100.00) (the "**Independent Consideration Payment**"), as independent consideration for BUYER's right to purchase the Property and to terminate this Agreement in accordance with the termination provisions stated herein, for SELLER's execution, delivery, and performance of this Agreement. The Independent Consideration Payment is non-refundable, not applicable to the Purchase Price, and shall be retained by SELLER notwithstanding any other provision of this Agreement.

1.3.2 Intentionally Omitted.

1.3.3 Construction Deposit. If BUYER has not earlier terminated this Agreement, within fifteen (15) Business Days after the date BUYER receives written notice from SELLER of the occurrence of the Construction Contract Award Date (as defined in Section 2.5.1), Buyer shall deposit with the Escrow Holder the sum of Two Million Dollars ($2,000,000) (the "Construction Deposit"). The Construction Deposit shall be non-refundable in all circumstances except as set forth in Sections 2.3, 2.6, and 2.8 of this Agreement.

1.4 Intentionally Omitted.

1.5 Escrow Holder/Title. The transaction contemplated in this Agreement shall be handled through escrow and the Parties agree to use Jeanne Gould, Escrow Officer, with an address of 18500 Von Karman Ave., Suite 600, Irvine, CA 92612 as the escrow officer ("**Escrow Holder**") and Terrell Crutchfield, Title Officer with an address of 1250 Corona Point Court, Suite 200, Corona, CA 92879 as the title officer ("**Title Officer**").

2. DUE DILIGENCE, TITLE REVIEW, PRE-DEVELOPMENT & CONSTRUCTION PERIODS.

2.1 Due Diligence Period. The "**Due Diligence Period**" shall be the sixty (60) calendar day period following the Effective Date for BUYER's investigation of feasibility. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have access to the Property at all reasonable times upon reasonable notice to SELLER until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for purposes of conducting tests and inspections of the Property, including (without limitation) surveys and architectural, engineering, geotechnical and environmental inspections and tests. SELLER's representative may elect to be present with BUYER or BUYER's representative for any access to the Property, provided that such representative shall not unreasonably interfere with nor disrupt BUYER's Due Diligence activities. All inspections shall be performed by BUYER at BUYER's sole cost and expense. The inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. BUYER agrees not to conduct or cause to be conducted a Phase

II environmental site assessment or other invasive testing (meaning testing that involves boring into the ground) without the prior written consent of SELLER, which shall not be unreasonably withheld, delayed, or conditioned. Within five (5) Business Days after the Effective Date, SELLER shall deliver to BUYER, whether electronically or otherwise, copies of all plans (including, without limitation, as-built plans), surveys, specifications, studies, reports, test results, environmental assessments, Building condition assessments (including roof, structure, and building systems), existing leases, services, or other contracts for the Property, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of or within the reasonable control of SELLER (collectively, "**Property Documents**"). SELLER makes no representation whatsoever about the content, accuracy, completeness or value of the Property Documents. All Property Documents will be provided to BUYER without warranty from SELLER regarding the accuracy or completeness of the information contained therein, and such documents may or may not be assignable to BUYER. The delivery of such reports and studies shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them. BUYER assumes all risk of reviewing and understanding any and all information contained in the Property Documents. To the extent this Agreement has not been earlier terminated, BUYER and BUYER's Agents shall continue to have access to the Property, subject to the limitations contained in this Section 2.1, after the Due Diligence Period to facilitate, as applicable, the Pre-Development Period (as later defined), the completion of the Improvements during the Construction Period (as later defined), and the Close of Escrow.

2.1.1 Intentionally Omitted.

2.2 Hazardous Materials; Indemnification. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as '"hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. BUYER must rely on its own investigation and not on any representation by SELLER regarding Hazardous Materials. BUYER shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of BUYER's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by SELLER or any employee or agent of SELLER. SELLER makes no representations regarding Hazardous Materials in, on or under the Property. SELLER's knowledge and disclosures regarding Hazardous Materials are limited to the contents of the Property Documents. Except as provided below, BUYER hereby waives any and all claims against SELLER relating to the presence of Hazardous Materials on, under, or about the Property, whether known or unknown, except for claims arising from (a) SELLER's intentional misrepresentation; or (b) SELLER's failure to disclose known Hazardous Materials contained in the Property Documents. This waiver shall not apply to any Hazardous Materials introduced to the Property after the Effective Date, including any Hazardous Material resulting directly from SELLER's construction of the Improvements.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in BUYER's sole and absolute discretion, BUYER may terminate this Agreement by

giving written notice of termination to SELLER ("**Due Diligence Termination Notice**") with a copy to the Escrow Holder at any time on or before the expiration of the Due Diligence Period; in which case, neither Party shall have any further obligations to the other except for those obligations that survive the termination of this Agreement and BUYER shall reimburse any Improvement Reimbursement cost incurred by SELLER up to the termination date, as evidenced by invoices, proof of payment, and other documentation reasonably requested by BUYER. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall conclusively be deemed to have waived its right to terminate this Agreement pursuant to this Section 2.3, the Pre-Development Period shall continue in accordance with Section 2.5 of this Agreement. BUYER's Director of the Real Estate Services Department ("**BUYER's RESD Director**") shall have the authority on behalf of BUYER to exercise BUYER's termination right in this Section 2.3 by delivering the Due Diligence Termination Notice.

2.4 Review of Title.

2.4.1 Within five (5) calendar days after the Effective Date of this Agreement, SELLER shall provide BUYER with a preliminary title report issued within thirty (30) calendar days prior to the Effective Date by First American Title Company ("**Title Company**") and such Title Company shall provide all underlying title documents (collectively, the "**Preliminary Title Report**") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("**Survey**").BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is thirty (30) Business Days after the Effective Date ("**BUYER's Title Review Period**").At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**").If BUYER does not give such notice on or before the expiration of BUYER's Title Review Period, then it shall conclusively be deemed that BUYER waives all Title Objections other than any delinquent taxes or assessments that encumber the Property, any deeds of trust, mortgages, or any other instruments that secure the repayment of funds that encumber the Property, or any judgments, liens or other monetary encumbrances that encumber the Property. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have seven (7) Business Days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such seven (7) Business Day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have seven (7) Business Days after the expiration of SELLER's seven (7) Business Day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing. If BUYER does not give notice within the said period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section 2.4. If SELLER elects to cure by removing or insuring over the Title Objections, and such removal or insurance procurement by SELLER will exceed the time for BUYER's Title Review Period, then said Title

Review Period will automatically be extended in order to accommodate said title curing period ("**Extended BUYER's Title Review Period**"), but shall not extend past the Closing Date and BUYER shall have the right to terminate this Agreement at any time during the Extended BUYER's Title Review Period if the Title Objections are not cured in a manner reasonably satisfactory to BUYER.

2.4.2 BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of BUYER's Title Review Period, or (ii) three (3) Business Days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

2.5 Pre-Development Period. The "**Pre-Development Period**" shall be the one hundred twenty (120) calendar day period following the Effective Date, unless this Agreement is earlier terminated in accordance with Section 2.3. During the Pre-Development Period:

2.5.1 The Parties shall cooperate in good faith to finalize the plans and specifications and any other documents needed for the construction of the Improvements (collectively, "Construction Plans"), which SELLER shall use to obtain firm construction bids from qualified and licensed contractors to complete the construction of the Improvements. At the time SELLER submits the Construction Plans for first plan check to the relevant permitting authority, SELLER shall simultaneously provide BUYER with the same Construction Plans for review and comment. Thereafter, the Parties agree to meet periodically during the Pre-Development Period, as needed, but, at a minimum, as follows: (i) SELLER shall provide written notice to BUYER that SELLER has submitted the Construction Plans for second plan check to the relevant permitting authority and the Parties shall meet approximately one week after BUYER's receipt of said notice regarding BUYER's revisions to the Construction Plans; and (ii) SELLER shall provide written notice to BUYER of the date it intends to release a solicitation of bids for a construction contract for the Improvements and the Parties shall meet approximately one week after BUYER's receipt of said notice but before the release date to confirm agreement on the Construction Plans to be included in the solicitation. Following the close of SELLER's solicitation but before the date SELLER's City Council awards a construction contract ("Construction Contract Award Date") for the Improvements, SELLER shall provide written notice to BUYER of the bids received from all contractors based on the Construction Plans and specifying the bid that BUYER intends to award the construction contract ("Construction Bid"), which notice shall be provided by SELLER to BUYER by no later than five (5) Business Days before the expiration of the Pre-Development Period. The Pre-Development Period shall be extended day for day for every day late that the Construction Bid is delivered late to BUYER. In addition, at least five (5) Business Days prior to the commencement of the Construction Period, SELLER and BUYER shall participate in a final good-faith coordination meeting to confirm alignment on the final Construction Plans. SELLER shall consider BUYER's comments in good faith, provided that SELLER retains final approval authority consistent with its municipal processes.

2.5.2 Program Contribution Agreement: BUYER shall negotiate a separate agreement ("Program Contribution Agreement") among BUYER, the SELLER, and each of the Cities of Chino, Montclair, Rancho Cucamonga, Upland, Ontario, Chino Hills, and Rialto (collectively, the "**Cities**") to set forth annual or other periodic payments from SELLER and each of the Cities to BUYER as contributions to BUYER's operating expenses for programs to be provided at the Property and other terms and conditions that are satisfactory to BUYER.

2.5.2 Intentionally Omitted.

2.6 Pre-Development Period Termination Right. If, at any time on or before the expiration of the Pre-Development Period and provided that BUYER has not earlier exercised its Due Diligence Termination Right, BUYER is not satisfied for any reason in BUYER's sole and absolute discretion with the Construction Plans prior to the date SELLER issues a solicitation for a construction contract for the Improvements, the Construction Bid, and/or the Program Contribution Agreement has not been fully executed by the BUYER, the SELLER, and each of the respective Cities, BUYER may terminate this Agreement by giving written notice of termination to SELLER ("**Pre-Development Termination Notice**") with a copy to the Escrow Holder on or before the expiration of the Pre-Development. In the event this Agreement is terminated in accordance with this Section 2.6, neither Party shall have any further obligations to the other except for those obligations that survive the termination of this Agreement and BUYER shall reimburse any Improvement Reimbursement costs incurred by Seller up to the termination date, as evidenced by invoices, proof of payment, and other documentation reasonably requested by BUYER. BUYER's Chief Executive Officer shall have the authority on behalf of BUYER to exercise BUYER's termination right and deliver its Pre-Development Termination Notice in accordance with this Section 2.6. In the event that BUYER does not deliver a Pre-Development Termination Notice on or before the expiration of the Pre-Development BUYER shall conclusively be deemed to have waived its right to terminate this Agreement pursuant to this Section 2.6 and the Agreement shall proceed to the Construction Period pursuant to Section 2.7.

2.7 Construction Period. Unless this Agreement is earlier terminated, the "Construction Period" shall be the one (1) year following the end of the Pre-Development Period. During the Construction Period, SELLER shall, at its sole cost and expense but subject to reimbursement through the Improvement Reimbursement portion of the Purchase Price: (a)award the construction contract for the Improvements in the amount of the Construction Bid based on the approved Construction Plans ("Construction Contact Award Date"), provided SELLER shall provide written notice to BUYER of the intended award date and the Parties shall meet approximately one week after BUYER's receipt of said notice but before the intended award date to confirm the Parties' agreement on the Construction Plans to be included in the contract, (b) complete the Improvements in accordance with the Construction Plans and the applicable terms and condition of this Agreement (including without limitation Exhibits "D" and "D-1"), with all punchlist items identified in writing by BUYER completed; (cc) provide to BUYER a certification from the Improvements Architect certifying that the Improvements have been completed in accordance with the Construction Plans; (dd) deliver to BUYER a final certificate of occupancy that has been issued by the applicable governmental authority(ies) for the Improvements and the Property; and (ee) obtain Buyer's written acceptance of the Property as improved with the Improvements.

2.8 Construction Period Remedies. If SELLER is unable to complete the Improvements in accordance with this Agreement on or before the expiration of the Construction Period, as extended by any BUYER delay or force majeure events in accordance with Section 4.1 of Exhibit D of this Agreement, BUYER shall deliver to SELLER written notice specifying the specific portions of the Improvements that BUYER contends still require completion, and SELLER shall have one period of thirty (30) calendar days after receipt of such notice to complete the Improvements; provided, however, that if the Improvements cannot reasonably be completed within such thirty (30) calendar day period, SELLER shall have the right to commence the cure within that thirty (30) day period and thereafter diligently and continuously prosecute such cure to completion. If SELLER fails to complete the Improvements during said thirty (30) day period, BUYER may elect, as its exclusive remedy and in its sole discretion, to (i) complete the Improvements at SELLER's cost to be reimbursed upon Closing; in which case the Construction Period shall be extended for the period time necessary for BUYER to complete the Improvements, (ii) pursue damages for default pursuant to Section 5 of this Agreement, or (iii) terminate the Agreement by providing written notice to SELLER; in which case neither party shall have any further obligations to the other except those obligations that survive said termination and SELLER shall refund the Construction Deposit to BUYER within thirty (30) days after the termination date. BUYER's County Executive Officer shall have the authority on behalf of BUYER to provide the notice and to elect BUYER's remedy in this Section 2.8.

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 1.5. Escrow shall be deemed open upon the date BUYER delivers a fully executed copy of this Agreement to Escrow Holder ("**Escrow Opening Date**"), which shall occur by no later than five (5) Business Days after the Effective Date of this Agreement. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Construction Period, but in no event later than the date that is ten (10) Business days following the expiration of the Construction Period ("**Closing Date**").The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

3.3 Deliveries by SELLER.

3.3.1 On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed for the Property in substantially the form attached hereto as Exhibit "B" ("**Grant Deed**"), duly executed and acknowledged by SELLER; (ii) an original of the Closing Statement described in Section 3.5,

duly executed by SELLER; and (iv) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.3.2 At least ten (10) Business Days preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder and BUYER invoices, proof of payment, liens releases, and any other documentation reasonably requested by BUYER to verify the amount of the Reimbursement Improvement in accordance Section 1.2 .

3.3.3 On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, SELLER shall deliver to BUYER an assignment of all warranties for the Improvements.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (a) the Purchase Price (being the Base Price plus the Improvement Reimbursement, provided that such reimbursement shall not exceed the amount of the Construction Bid including Pre-Development Costs approved in writing by BUYER during the Pre-Development Period plus any costs incurred by SELLER due to any Change Orders approved in writing by BUYER during the Construction Period, less Construction Deposit, (b) all escrow costs resulting from this Agreement, (d) an original of the Closing Statement described in Section 3.5, duly executed by BUYER, (e) the certificate of acceptance affixed to the Grant Deed, duly executed and acknowledged by BUYER, and (f) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) Business Days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

3.6.1 *Recording*. Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County, California.

3.6.2 *Delivery of Documents and Funds*. Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3.1 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in San Bernardino County, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.7 Taxes. Real property taxes, if any, will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section

4986.If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER proceeds, the full amount of the installment applicable for the period in which Closing occurs. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

3.8 Payment of Costs. BUYER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b), along with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by BUYER. However, if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be paid by BUYER. BUYER and SELLER shall each be solely responsible for payment of its own attorneys' fees and costs for this Agreement.

3.9 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.10 Conditions to Close of Escrow.

3.10.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**SELLER Conditions to Closing**"):

(a) *Delivery of Document and Funds*. BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited

with Escrow Holder the Purchase Price and the escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(b) *Representations and Warranties*. All representations and warranties made by BUYER in this Agreement are true and correct in all material respects on the Effective Date and as of the Closing as though made at each time.

(c) *No Default under the Agreement*. BUYER shall not be in default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.10.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**BUYER Conditions to Closing**"):

(a) *Delivery of Documents and Funds*. SELLER shall have timely executed and deposited into Escrow the Grant Deed, all escrow and closing documents required to be submitted by SELLER in order to accomplish the close of Escrow for the Property.

(b) *Title Policy*. The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) Business Days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed waived by BUYER pursuant to the title review provisions in Section 2.4, or, if BUYER fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). Notwithstanding anything to the contrary herein, if endorsements are required to cure defects in title and only if SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements.

(c) Property Condition and Possession.

(i) The Improvements to the Property shall have been completed in accordance with this Agreement and the physical condition of the Property shall otherwise be in substantially the same condition on the Closing Date as on the Effective Date.

(ii) Intentionally Omitted.

(iii) BUYER shall be permitted to conduct a final inspection of the Property, including (but not limited) to the Building, within ten (10) Business Days after SELLER provides written notice of completion of the Improvements in accordance with Section 2.7.

(iv) At least ten (10) Business Days before the Closing Date, SELLER shall remove from the Property any and all of the personal property of SELLER and of all tenants, occupants, users, trespassers, and other third parties along with any and all debris and trash from the Property. SELLER shall deliver full possession of the Property in the foregoing condition to BUYER on the Closing Date free from any tenants, occupants, users, and trespassers.

(d) *CEQA.* The requirements under the California Environmental Quality Act, as amended (CEQA) shall have been complied with. If on or before the Closing Date, an environmental review determines that a conveyance of the Property from SELLER to BUYER is not permissible under the CEQA Guidelines, then escrow shall be terminated.

(e) *Non-Foreign Affidavit*. SELLER shall have executed and deposited into escrow a Non-Foreign Affidavit as required by federal law.

(f) *Representations and Warranties*. All representations and warranties made by SELLER in this Agreement are true and correct in all material respects on the Effective Date and as of the Closing as though made at each time.

(g) *No Default under Agreement*. SELLER shall not be in default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

(h) *Encumbrances*. There are no encumbrances on the Property except for Approved Title Exceptions.

(i) *Contract Termination.* SELLER shall have canceled, assigned to Buyer, as required by this Agreement or requested in writing by BUYER, or terminated all agreements, contracts, leases, licenses, and use agreements relating to the Property with service providers, tenants, and other third parties and provided BUYER with written evidence of same.

(j) BUYER's compliance with any and all applicable funding requirements and/or State of California Housing and Community Development requirements, including grant funding requirements, that are applicable to BUYER's purchase of the Property.

(k) BUYER's compliance with any and all applicable laws, including, but not limited to Government Code Section 65402.

3.10.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

3.10.4 Waiver. Each party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other party.

3.10.5 Escrow Termination. In the event each of the Conditions to Closing in this Section 3.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, either party may at its option terminate this Agreement and the Escrow(s) opened hereunder, provided that party is not in default of this Agreement beyond any applicable notice and cure periods. No termination under this Agreement shall release any party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective parties.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER as of the Effective Date, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made each as of the Closing Date and shall survive the Closing Date.

(a) This Agreement and all documents executed by SELLER which are to be delivered to SELLER at the Closing are and at the time of Closing will be duly authorized, executed and delivered by SELLER, are and at the time of Closing will be legal, valid and binding obligations of SELLER enforceable against SELLER in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which SELLER is subject.

(b) SELLER owns the Property in fee simple, subject to any agreements (oral or in writing) or leasehold interests disclosed by SELLER to BUYER in the Property Documents or identified in the Preliminary Title Report.

(c) SELLER has the full right, power, and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of SELLER.

(d) To the best of SELLER's knowledge, there are no pending or threatened actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property, whether criminal, civil, or administrative and SELLER has not received any notices thereof.

(e) SELLER has not received any notices and has no knowledge of any violation or threatened violations of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body or subdivision affecting or relating to the Property, whether criminal, civil, or administrative.

(f) SELLER is not the subject of a current or pending bankruptcy proceeding.

(g) SELLER has not received any notices and has no knowledge of any hazardous materials or waste (as defined by California Health and Safety Code Section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) that exists at the Property or a violation of any environmental laws that exists at the Property.

(h) There are no Contracts that will be binding on the Property or BUYER after Closing except for warranties assigned for the Improvements to BUYER upon Closing.

4.1.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER as of the Effective Date, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive the Closing Date:

(a) BUYER has the full right, power, and lawful authority to purchase and accept the Property and undertake all obligations as provided herein and the execution, performance, and delivery of this Agreement by BUYER have been fully authorized by all requisite actions on the part of BUYER.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject.

(c) Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5. DEFAULTS.

5.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

5.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided 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.

5.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of any right it may have to institute and

maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.4 Damages Limitation. In no event shall either Party be liable to the other for consequential, incidental, exemplary punitive, or indirect damages arising out of this Agreement.

6. SELLER & BUYER COVENANTS

6.1 SELLER COVENANTS

6.1.1 Operation of Property. Subject to SELLER's completion of the Improvements in accordance with this Agreement, from the Effective Date until the Close of Escrow, SELLER shall operate and maintain the Property in a manner generally consistent with the manner in which SELLER has operated and maintained the Property prior to the Effective Date, ordinary wear and tear excepted.

6.1.2 Provide Copies of Notices. SELLER shall, from the Effective Date until the Close of Escrow, furnish BUYER with a copy of all notices received by SELLER from any governmental authority or other person or entity of any alleged violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property or alleged defaults or other claims made by other persons or entities within five (5) Business Days following SELLER's receipt thereof.

6.1.3 Contracts. SELLER shall not assign any Contracts for the Property to BUYER upon Closing, except that SELLER shall assign any and all warranties for the Improvements to BUYER, and SELLER shall not execute any Contracts or renew any Contracts for the Property from and after the Effective Date until the Close of Escrow without the prior written approval of the BUYER.

6.2 BUYER COVENANT

6.2.1 Use Restriction. BUYER agrees that, for a period of ten (10) years after the Closing Date ("Restricted Period"), the use of the Property shall be restricted to a low barrier regional navigation center with homeless housing and support services facility ("Use Restriction"). If at any time during the Restricted Period, BUYER determines, in BUYER's sole discretion, that (i) continued operation of the Property as a low-barrier regional navigation center is no longer feasible due to termination of the Program Contribution Agreement or other insufficiency of ongoing financial support from partner cities, (ii) regional needs for homeless services have materially changed such that continued operation is no longer required, BUYER shall provide written notice to SELLER. Within thirty (30) days after such notice, the Parties shall meet and confer in good faith to determine mutually acceptable next steps regarding the use or disposition of the Property. The Parties acknowledge that potential options may include, but are not limited to the following:

(a) The Parties may mutually agree in writing to wind down operations and allow BUYER to repurpose the Property for another public-serving use.

(b) The Parties may agree that BUYER may downsize the navigation center to a scope appropriate for the needs of SELLER, and use the remaining portions for compatible public uses found to be appropriate by BUYER.

(c) BUYER may offer the Property for sale to SELLER at a mutually agreed depreciated value, with such valuation method to be negotiated in good faith.

6.2.2 The provisions of this Section 6.2.1 shall survive the Close of Escrow and remain in effect until the expiration of the Restricted Period; at which time the Use Restriction shall automatically expire and BUYER shall have the right to use the Property for any public serving purpose whatsoever.

7. MISCELLANEOUS.

7.1 Intentionally Omitted.

7.2 Indemnification.

(a) BUYER agrees to indemnify SELLER against, and to hold and save SELLER harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to reasonable attorneys' fees and court costs, as a result of BUYER's gross negligence or willful misconduct in performing its due diligence inspections during the Due Diligence Period; provided, however, that BUYER will not be obligated to indemnify SELLER with respect to SELLER'S own negligence. The foregoing indemnity shall survive termination of this Agreement. BUYER shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of BUYER in connection with or as a result of any due diligence inspections. If any such lien shall be filed against the Property, BUYER shall cause such lien to be discharged or bonded within thirty (30) days after BUYER's receipt of notice of such filing. Following any due diligence inspections, BUYER shall restore the Property to substantially its physical condition as existed prior to such inspection (except for any changes to the Property caused by SELLER, or its agents or employees or any ordinary wear and tear). Prior to BUYER's initial entry on the Property, BUYER or its consultant shall at its sole cost obtain a policy of liability insurance with a combined single limit in an amount not less than One Million Dollars ($1,000,000), which may be satisfied by BUYER's program of self-insurance as a self-insured public entity; SELLER shall be named an additional insured on said policy; and BUYER or its consultants shall furnish to SELLER a certificate of insurance confirming such coverage.

(b) SELLER shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of SELLER in connection with or as a result of any construction obligations performed by SELLER under this Agreement. If any such lien shall be filed against the Property, SELLER shall cause such lien to be discharged or bonded within thirty (30) days after SELLER's receipt of notice of such filing.

(c) SELLER agrees to indemnify BUYER against, and to hold and save BUYER harmless from, all claims, demands, suits, actions, damages, obligations, liabilities,

losses, costs and expenses, including but not limited to reasonable attorneys' fees and court costs, as a result of SELLER's gross negligence or willful misconduct at the Property or SELLER's breach of this Agreement resulting in bodily injury, property damages, or third party claims, including but not limited to the construction of the Improvements during the Construction Period and the presence or exacerbation of any Hazardous Materials resulting therefrom but only to the extent such Hazardous Materials were introduced to or exacerbated on the Property by SELLER or its contractors in the course of the construction of the Improvements; provided, however, that BUYER will not be obligated to indemnify SELLER to the extent of BUYER's own negligence. The foregoing indemnity shall survive termination of this Agreement. SELLER shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of SELLER in connection with or as a result of the construction of the Improvements. If any such lien shall be filed against the Property, SELLER shall cause such lien to be discharged or bonded within thirty (30) days after SELLER's receipt of notice of such filing.

SELLER: City of Fontana
Attn: City Manager
8353 Sierra Ave
Fontana, CA 92335

with a copy via email to:
Best Best & Krieger LLP
Attn: Ruben Duran
2855 E. Guasti Road, Suite 400
Ontario, CA 91761

BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
with a courtesy copy via email to:
brandon.ocasio@res.sbcounty.gov

7.3 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) a reliable overnight courier service that provides a receipt showing the date and time of delivery, including (but not limited to) Federal Express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. A courtesy copy of any notices delivered in accordance with this subsection shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice delivery or alter the effective date of such notice. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if delivered by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt as disclosed on the return receipt if by mail in accordance with this Section 7.3. The parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective notice addresses.

7.4 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.5 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 7.13 ("Real Estate Brokerage Commission").

7.6 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assigned or otherwise transferred without the prior written consent of BUYER. Any change in control or ownership of SELLER shall be deemed an assignment requiring BUYER's consent for purposes of this Agreement.

7.7 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.

7.8 Prohibited Persons and Transactions. SELLER represents to BUYER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.9 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies

and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.

7.10 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. A **"Business Day"** is any day on which the offices of the San Bernardino County, California Recorder are open to the public for business. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Pacific Time. A calendar day is any day of the year, including weekends and holidays. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.**

7.11 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

7.12 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.13 Real Estate Brokerage Commission. BUYER and SELLER respectively represent and warrant that no real estate broker or agent is or will be involved in this transaction on behalf of BUYER or SELLER, respectively. Each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims for fees, payment, or commissions due to a broker of third-party resulting from a breach of each party's respective representations and warranties in this Section 7.13.

7.14 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

7.15 Exhibits. Exhibits "A," "B," "C," and "D" are attached to this Agreement and are incorporated herein by this reference and made a part hereof.

7.16 No Withholding as Foreign Seller. SELLER represents and warrants to BUYER that SELLER is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code section 1445 and that it will deliver to BUYER on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

8 GOVERNING BOARD APPROVAL: This Agreement is subject to and shall have no force or effect until and unless first approved by the governing boards of both SELLER and BUYER and executed by an authorized signatory for each party.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date last set forth below.

BUYER:
SAN BERNARDINO COUNTY

By: _____
Dawn Rowe, Chair
Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

LAURA FEINGOLD, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

SELLER:
CITY OF FONTANA

By: _____
Matthew Ballantyne
City Manager

Date: _____

Attest:

By: _____
Germaine Key, City Clerk

Date: _____

Approved as to Legal Form:

Ruben Duran, City Attorney
City of Fontana

By: _____
Jessica Lomakin
Special Counsel

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

First American Title
Jeanne Gould, Escrow Officer
18500 Von Karman Ave., Suite 600
Irvine, CA 92612

By: _____
Jeanne Gould, Escrow Officer
First American Title

Escrow No. _____

EXHIBIT "A"

Legal Description of the Land

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

Parcel 2 of Parcel Map No. 16613, in the City of Fontana, County of San Bernardino, State of California, as per map filed in Book 209, Pages 71 and 72, inclusive, of Parcel Maps, in the office of the County Recorder of said county.

Excepting therefrom an undivided 1/2 interest in and to the net proceeds of all oil and mineral rights and benefits therefrom, as reserved in the deed from Mahel Shoenhair, a married woman, recorded September 25, 1934 in Book 1000, Page 31, official records.

Any right of entry in said land under and by reason of said reservation was quit claimed to the then record owners of said land by the then record owner of said rights, by deed recorded April 24, 1953 in Book 3155, Page 342, official records.

APN: 0238-111-53-0-000

EXHIBIT "B"

FORM OF GRANT DEED

(conveyance document)

Follows this page

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San Bernardino County and is entitled to be recorded without fee subject to Govt. Code 27383 and 6103, and Rev. & Tax Code 11922

A.P.N: 0238-111-53-000	**GRANT DEED**	Dept. Code: XXXX

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX $0.00 Conveyance to Government Entity. R&T 11922
☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☒ City of Fontana

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Fonanta, a California municipal corporation,

hereby GRANT(S) to **SAN BERNARDINO COUNTY, a body corporate and politic of the State of California,** the following real property in the City of Fontana, San Bernardino County, State of California:

SEE EXHIBIT "A", LEGAL DESCRIPTION

GRANTOR:
CITY OF FONTANA

By: _EXHIBIT VERSION - DO NOT EXECUTE_____ Dated: _____
Matthew Ballantyne, City Manager

EXHIBIT "A" TO GRANT DEED

Legal Description of the Land

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

Parcel 2 of Parcel Map No. 16613, in the City of Fontana, County of San Bernardino, State of California, as per map filed in Book 209, Pages 71 and 72, inclusive, of Parcel Maps, in the office of the County Recorder of said county.

Excepting therefrom an undivided 1/2 interest in and to the net proceeds of all oil and mineral rights and benefits therefrom, as reserved in the deed from Mahel Shoenhair, a married woman, recorded September 25, 1934 in Book 1000, Page 31, official records.

Any right of entry in said land under and by reason of said reservation was quit claimed to the then record owners of said land by the then record owner of said rights, by deed recorded April 24, 1953 in Book 3155, Page 342, official records.

APN: 0238-111-53-0-000

SAN BERNARDINO COUNTY

CERTIFICATE OF ACCEPTANCE

APN: 0238-111-53-0000

This is to certify that the interest in real property conveyed by the within the instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012, and the Grantee consents to recordation thereof by its duly authorized officer/agent.

Dated: _____

By: _____

Terry W. Thompson, Director

Real Estate Services Department

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"

ADDITIONAL TERMS DURING CONSTRUCTION PERIOD

In addition to the applicable terms of the Agreement, the following terms shall be applicable during the Construction Period:

1. Construction of the Improvements.

1.1 Improvements. SELLER shall construct, or cause to be constructed by a general contractor approved by BUYER ("Improvements Contractor"), the Improvements in accordance with the approved Construction Plans and subject to the terms and conditions of this Exhibit and the applicable terms of the Agreement, provided that the Improvements Architect and Engineers (or any affiliated entities) shall not be the Improvement Contractor. The Construction Contract between SELLER and the Improvements Contractor shall guarantee the Completion of the Improvements, including any punchlist items in accordance with Section 2.1 of this Exhibit D by no later than the expiration of the Construction Period. In procuring a Improvements Contractor for the Improvements at the Property, SELLER shall comply with all federal, state, and local laws concerning competitive bidding for public works projects as defined by the California Public Contract Code and shall ensure that any contract awarded to the Improvement Contractor contains all necessary terms required by applicable law including but not limited to the requirement to pay prevailing wages, registration with the Department of Industrial Relations, and holding all necessary licenses. Contracts between the Improvement Contractor and any subcontractor shall also be required to contain all legally necessary provisions.

1.2 Change Orders by BUYER. In the event that BUYER requests modifications to the Construction Plans during the Construction Period that increase the cost of construction of the Improvements, and provided that such modifications are elective in nature and are not required as a result of any professional errors or omissions in the Construction Plans, BUYER hereby agrees to pay such incremental cost at the Close of Escrow, provided that BUYER has first approved said increase in writing. In the event that BUYER requests modifications to the Construction Plans following the approval thereof by BUYER during the Construction Period, which in either case reduce the cost of construction of the Improvements, SELLER shall apply the savings in Construction Costs to be reimbursed by BUYER in accordance with this Agreement.

1.3 Change Orders by SELLER. SELLER shall not make any modifications to the approved Construction Plans during the Construction Period without the prior written approval of BUYER in its sole and absolute discretion nor any modifications to the approved Construction Plans which would result in an increase or decrease of the costs of construction of the Improvements, without the prior written approval of BUYER in its sole and absolute discretion.

1.4 BUYER's Access. SELLER agrees that BUYER, its employees, project managers, consultants and representatives (collectively, "BUYER Representatives"), shall have access to the Property at all reasonable times with reasonable notice to SELLER during the construction of the Improvements for the purpose of inspecting the construction of the Improvements and attending meetings with SELLER, the Improvements Contractor and the Improvements Architect, and BUYER Representatives shall have the right to inspect the construction of the Improvements and

ascertain that the Improvements are being performed in accordance with the approved Construction Plans. SELLER shall cause any portion of the Improvements reasonably ascertained by BUYER and verified by the Improvements Architect as not in conformance with the approved Construction Plans to be corrected to conform to such approved drawings to the reasonable satisfaction of BUYER. SELLER further agrees that, upon commencement of the Improvements, it will notify the BUYER's RESD Director in writing of the identity, place of business, and business telephone number of the person(s) who shall be the Improvements Architect's representative(s) during the progress of the Work. Notwithstanding the foregoing, SELLER's primary contact for purposes of construction of the Improvements shall be Phil Burum and BUYER's primary contact for purposes of construction is set forth in Section 4.2 of this Exhibit.

1.5 Quality of Work and Materials. All materials, parts and equipment furnished by SELLER and/or its contractor(s), subcontractors and material suppliers shall be new, high grade and free from defects and imperfections in a manner consistent with industry standards for comparable projects. SELLER and/or its contractor(s), subcontractors and material suppliers shall have the right to make substitutions of materials, equipment, or finishes of comparable quality and utility upon prior written approval of BUYER. Except as set forth in Section 4.3 of this Exhibit, SELLER makes no warranty, express or implied, with respect to any materials or equipment incorporated into the Improvements, and Buyer's sole recourse shall under any applicable warranties of manufacturers, suppliers, or contractors as assigned to BUYER.

1.6 BUYER's Completion of IT and Communications Work. Subject to SELLER's completion of the necessary portion of the Work of the related Improvements (as defined in Schedule 1), BUYER shall complete the installation of all furniture, fixtures, equipment, IT, communications and audio visual cabling and equipment desired by BUYER. SELLER shall provide BUYER with the construction schedule to facilitate BUYER's installation.

2. Completion of the Improvements.

2.1 Completion. Subject to the terms and provisions of this Section 2.1 and Section 4.1 of this Exhibit D, SELLER shall complete or cause the Completion of the Improvements, including any punchlist items, by no later than the expiration of the Construction Period, as defined in the Agreement ("Completion Deadline"). For purposes of this Agreement, "Completion" shall occur with respect to the Improvements when (a) the Improvements have been completed in accordance with Construction Plans and the applicable terms and condition of this Agreement (including without limitation Exhibits "D" and "D-1"), with all punchlist items identified in writing by BUYER completed; (b) the Improvements Architect issues a certificate to BUYER certifying that the Improvements have been completed in accordance with Construction Plans; (c) a final certificate of occupancy has been issued by the applicable governmental authority(ies) for the Improvements and the Property and has been delivered to the BUYER; and (d) BUYER has accepted the Property as improved by the Improvements.

2.2 Intentionally Omitted.

3. Remedies.

3.1 Failure to Achieve Completion. In the event SELLER fails to completion of the Improvements by the Completion Date, the BUYER shall have the remedies set forth in Section 2.8 of the Agreement.

4. Miscellaneous Provisions.

4.1 Delays and Force Majeure. SELLER shall not be responsible for any delays in completion of the Improvements to the extent an actual delay has occurred resulting from: (i) force majeure events (including proclaimed emergencies or disasters, labor disputes, material shortages where comparable substitutes are not available, acts of god, extraordinary governmental restrictions, or other similar events beyond SELLER's reasonable control), (ii) BUYER's failure to fulfill its obligations under this Agreement, including failure to provide any BUYER required consents or approvals, provided that SELLER shall first give BUYER notice of such delay and provide BUYER with a reasonable time to fulfill its obligations; or (iii) any changes to the Improvements requested by BUYER subsequent to its approval of the applicable document in the Construction Plans. Notwithstanding anything to the contrary, SELLER shall first notify BUYER in writing of any alleged force majeure delay for the BUYER's evaluation as to the applicability of this provision.

4.2 SELLER's Representative and BUYER's Representative. SELLER hereby designates Phil Burum as its "SELLER's Representative" with respect to the matters regarding the construction of the Improvements, who until further notice to BUYER, shall have full authority and responsibility to act on behalf of SELLER for such matters. BUYER hereby designates the BUYER's Chief Executive Officer or his authorized designee as its "BUYER's Representative" with respect to the matters regarding the construction of the Improvements, which designee, until further notice to SELLER, shall have full authority and responsibility to act on behalf of BUYER for such matters. A copy of all notices required to be sent to BUYER hereunder shall be sent to BUYER at 385 North Arrowhead Ave, 3rd Floor, San Bernardino, California 92415-0180, Attention: Real Estate Services Director.

4.3 Construction Warranties. SELLER represents and warrants the Improvements, including any warranty of condition, quality, design, fitness for a particular purpose or merchantability, for a period of one year after the Completion Date. In addition, SELLER agrees to assign to BUYER all such warranties and guaranties relating to the Improvements at the Close of Escrow.

EXHIBIT "D-1"

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates**. Pursuant to California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm . The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. **Payment of Prevailing Rates.** Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. **Prevailing Rate Penalty**. The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. **Ineligible Contractors**. Pursuant to the provisions of Labor Code sections 1777.1 and 1771.1(o), the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at https://www.dir.ca.gov/dlse/debar.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been

paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. <u>Payroll Records</u>:

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County and the Division of Labor Standards Enforcement of the DIR;

iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such

a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.

i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars ($100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars ($5,000) per project.

ii. This requirement does not apply to public works projects $25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is $15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. **<u>Limits on Hours of Work</u>**. Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40)

hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. **Penalty for Excess Hours**. The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. **Jobsite Notices.** This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. **Registration with the DIR (Labor Code section 1725.5)**

a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is $25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is $15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).

i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

1) The subcontractor is registered prior to the bid opening.

2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.

3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).

i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.

ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional $10,000, for entering into a contract with an unregistered subcontractor.

iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars ($10,000), or both.

c. To qualify for registration with the DIR, Contractor must meet all requirements listed in Labor Code Section 1725.5.

d. Registration with the DIR is not required if the public works project is $25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is $15,000 or less when the project is for maintenance work.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

2. Compliance with Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and

address of the public work awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.

b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

c. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice (to do this use DAS Form 142).*

d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

e. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

f. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

g. Employ Registered Apprentices

i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program's standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.

ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts or trades are denoted with a pound symbol "#" in front of the craft or trade name on the prevailing wage determination.

iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

iv. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.

v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

h. Make Training Fund Contributions

i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.

ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.

iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.

iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.

i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract

1) Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

3. <u>Exemptions to Apprenticeship Requirements</u>:

a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors <u>do not</u> need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:

i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.

ii. When the Contractor has a direct contract with the public agency that is under $30,000.

iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. <u>Exemption from Apprenticeship Ratios</u>:

a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen

b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

5. <u>Contractor's Compliance</u>:

a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.

File #: 26-0834
Agenda #: P.

Agenda Date: 2/24/2026
Category: Consent Calendar

FROM:
City Manager's Office

SUBJECT:
San Bernardino Council of Governments (SBCOG) Membership Dues

RECOMMENDATION:
Approve Fiscal Year 2025/2026 General Assessment Membership Dues and all future SBCOG dues according to the JPA Agreement.

COUNCIL GOALS:

- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
On March 12, 2024, City Council approved Amendment No. 4 to the San Bernardino Associated Governments Joint Powers Authority Agreement. Under the new formula, member fees would be assessed based on a 50% Population/50% Fund Sales and Property Tax Revenues Received. The agreement also allowed for a CPI of 2% annually to cover the regular increases in cost.

For Fiscal Year 2025/2026, the City's dues amount to $102,227, which is over the City Manager's signing authority.

FISCAL IMPACT:
Funds were appropriated at the last budget cycle, and there is a budget in place in account 10110200.8010.

MOTION:
Approve staff recommendation.

INVOICE

Mr. Matthew C. Ballantyne
City Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

DATE February 10, 2026
INVOICE NO. GA DUES 26-08
CONTACT: Daniel Rodriguez
PHONE: 909-884-8276 x 108

DESCRIPTION	AMOUNT
General Assessment Membership Dues	102,227
For Fiscal Year 2025/2026	
2910.01.0000.0000.45001000 (BCAT 29101)	

Thank You

TOTAL	$102,227

Lisa Lazzar
Lisa Lazzar
Chief Financial Officer

2/10/2026
Date

Make Remittance To:
San Bernardino Council of Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

For Questions, please call Lisa Lazzar, Chief Financial Officer at 909-884-8276.

San Bernardino Council of Governments

General Assessment Dues Calculation

Fiscal Year 2025/2026 Billing Amount from Actual

Jurisdiction	Population 2025	Population Allocation %	Assessed Value Fiscal Year 2025/2026	% OF TOTAL VALUE	AVG. % POP. & VALUE	FY2024/2025 TOTAL AMOUNT	FY2025/2026 Actual GA Due Amount Assessment (2)	COG AMOUNT Assessment (3)	Additional Monetary Obligation Assessment (4)	OTHER MONETARY OBLIGATIONS AMOUNT (3)+(4)	Total Current Assessments (2)+(3)+(4)	Base Sales Tax + Property Tax Revenues (1)	Tax Revenues Allocation %	Population & Revenues Allocation %	New Assessment 50% Population/ 50% Revenue	Total Current Assessments + New Assessment (5)
Adelanto	37,150	1.683%	$3,734,481,869	1.032%	1.357%	$20,880	$1,934	$5,337	$8,000	$13,337	$15,271	13,503,648	0.521%	1.102%	$11,287	26,558
Apple Valley	75,262	3.409%	$8,945,442,085	2.472%	2.941%	$29,314	$4,190	$5,337	$8,000	$13,337	$17,527	28,720,359	1.109%	2.259%	$23,137	40,664
Barstow	24,811	1.124%	$2,071,915,996	0.573%	0.848%	$19,619	$1,209	$5,337	$8,000	$13,337	$14,546	20,319,297	0.785%	0.954%	$9,773	24,319
Big Bear Lake	4,953	0.224%	$5,290,858,128	1.462%	0.843%	$17,038	$1,201	$5,337	$8,000	$13,337	$14,538	18,481,795	0.714%	0.469%	$4,803	19,341
Chino	95,506	4.327%	$22,168,360,645	6.126%	5.226%	$39,772	$7,447	$5,337	$8,000	$13,337	$20,784	85,284,169	3.293%	3.810%	$39,017	59,801
Chino Hills	77,314	3.502%	$16,454,632,870	4.547%	4.025%	$31,555	$5,735	$5,337	$8,000	$13,337	$19,072	33,978,656	1.312%	2.407%	$24,653	43,725
Colton	53,278	2.414%	$6,062,045,289	1.675%	2.044%	$25,949	$2,913	$5,337	$8,000	$13,337	$16,250	32,469,138	1.254%	1.834%	$18,779	35,029
Fontana	219,172	9.929%	$35,739,080,893	9.876%	9.902%	$64,616	$14,110	$5,337	$8,000	$13,337	$27,447	121,079,308	4.675%	7.302%	$74,780	102,227
Grand Terrace	12,803	0.580%	$2,002,349,306	0.553%	0.567%	$16,199	$807	$5,337	$8,000	$13,337	$14,144	8,531,762	0.329%	0.455%	$4,657	18,801
Hesperia	101,792	4.611%	$10,353,602,607	2.861%	3.736%	$32,905	$5,324	$5,337	$8,000	$13,337	$18,661	23,058,149	0.890%	2.751%	$28,171	46,832
Highland	57,088	2.586%	$5,670,145,800	1.567%	2.077%	$25,285	$2,959	$5,337	$8,000	$13,337	$16,296	24,596,265	0.950%	1.768%	$18,106	34,402
Loma Linda	25,322	1.147%	$3,364,488,980	0.930%	1.038%	$18,855	$1,480	$5,337	$8,000	$13,337	$14,817	12,093,895	0.467%	0.807%	$8,265	23,082
Montclair	37,526	1.700%	$4,932,255,972	1.363%	1.531%	$22,912	$2,182	$5,337	$8,000	$13,337	$15,519	28,363,944	1.095%	1.398%	$14,313	29,832
Needles	4,791	0.217%	$593,247,307	0.164%	0.190%	$15,087	$271	$5,337	$8,000	$13,337	$13,608	8,349,648	0.322%	0.270%	$2,762	16,370
Ontario	184,404	8.354%	$46,928,992,376	12.968%	10.661%	$76,124	$15,191	$5,337	$8,000	$13,337	$28,528	260,191,794	10.047%	9.200%	$94,221	122,749
Rancho Cucamonga	175,992	7.973%	$38,874,972,772	10.742%	9.358%	$56,441	$13,334	$5,337	$8,000	$13,337	$26,671	90,121,844	3.480%	5.726%	$58,643	85,314
Redlands	73,488	3.329%	$14,457,537,295	3.995%	3.662%	$34,528	$5,218	$5,337	$8,000	$13,337	$18,555	71,729,453	2.770%	3.049%	$31,229	49,784
Rialto	105,565	4.782%	$16,978,809,119	4.692%	4.737%	$44,823	$6,750	$5,337	$8,000	$13,337	$20,087	134,201,542	5.182%	4.982%	$51,022	71,109
San Bernardino	222,727	10.090%	$23,873,356,356	6.597%	8.343%	$66,014	$11,889	$5,337	$8,000	$13,337	$25,226	134,495,375	5.193%	7.642%	$78,258	103,484
Twentynine Palms	24,257	1.099%	$1,410,703,899	0.390%	0.744%	$18,656	$1,061	$5,337	$8,000	$13,337	$14,398	12,327,631	0.476%	0.787%	$8,064	22,462
Upland	79,140	3.585%	$13,478,781,110	3.725%	3.655%	$32,525	$5,208	$5,337	$8,000	$13,337	$18,545	50,272,826	1.941%	2.763%	$28,298	46,843
Victorville	141,013	6.388%	$15,190,413,099	4.198%	5.293%	$44,360	$7,542	$5,337	$8,000	$13,337	$20,879	73,290,055	2.830%	4.609%	$47,201	68,080
Yucaipa	54,838	2.484%	$6,842,780,083	1.891%	2.188%	$24,972	$3,117	$5,337	$8,000	$13,337	$16,454	22,381,043	0.864%	1.674%	$17,146	33,600
Yucca Valley	22,027	0.998%	$2,799,338,907	0.774%	0.886%	$18,088	$1,262	$5,337	$8,000	$13,337	$14,599	17,964,533	0.694%	0.846%	$8,662	23,261
County	297,205	13.464%	$53,666,070,441	14.830%	14.147%	$195,354	$20,158	$5,330	$8,000	$13,330	$33,488	1,263,903,000	48.805%	31.134%	$318,844	352,331
	2,207,424	**100.000%**	**$361,884,663,204**	**100.00%**	**100.00%**	**$991,873**	**$142,491**	**$133,418**	**$200,000**	**$333,418**	**$475,909**	**2,589,709,129**	**100%**	100.000%	**$1,024,091**	**1,500,000**

NOTES:

(1) Base sales tax (7.75%) and property tax amounts obtained from financial statements for FY 2024, except for Town of Apple Valley FY 2022, City of Adelanto FY 2023, and the City of Needles FY 2023. Additional local tax is deducted for Barstow, Colton, Montclair, Ontario, Redlands, San Bernardino, Victorville, and Yucca Valley.
(2) Original assessment based on 50% population and 50% assessed value. Amounts are adjusted every fiscal year.
(3) In FY2015/2016, the Board of Directors approved an additional $133,418 every fiscal year for Council of Government (COG) activities.
(4) In FY2021/2022, the Board of Directors approved additional monetary obligations for COG activities: $66,675 for FY22-23, $133,350 for FY23-24, $200,000 for FY24-25.
(5) $1.5M total sum of current assessments plus the net amount of $1,024,091 distributed based on 50% Population/50% Revenue. After FY 25/26, an escalation every fiscal year thereafter of the lower of CPI factor or 2%.

File #: 26-0793
Agenda #: A.

Agenda Date: 2/24/2026
Category: New Business

FROM:
Finance

SUBJECT:
Fiscal Year 2025-26 Midyear Budget Status Report

RECOMMENDATION:
1. Approve the recommended Fiscal Year 2025-26 Midyear Budget and Fund Balance adjustments and organizational changes.

2. Adopt **Resolution No. 2026-011**, of the City Council of the City of Fontana, California, approving the updated salary table for the Teamsters Local 1932, City Hall Unit.

COUNCIL GOALS:
- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Operate in a businesslike manner by correcting problems immediately.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

DISCUSSION:
The City's budget is an important policy document, serving as the annual financial plan that identifies the spending priorities for the organization. Quarterly budget status reports are developed and presented to the City Council to provide the most current information on the financial activities of the City upon which to base decisions. Additionally, quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as

compared to actual revenue and expenditures. This report includes requested departmental budget adjustments and preliminary year-to-date actuals through Midyear of Fiscal Year 2025-26, covering the period through December 31, 2025.

The current citywide Fiscal Year 2025-26 budget is comprised of a total of 200 funds including the General Fund, Other General Funds (10 funds), Special Revenue Funds (135 funds), Enterprise Funds (5 funds), Capital Project Funds (36 funds), a Debt Service Fund, an Internal Service Fund, and Other Agency Funds (11 funds). The current total citywide Fiscal Year 2025-26 budget (excluding other agency funds) includes total uses (expenditures and transfers out) for all City funds of $826.1 million and total sources (revenues and transfers in) of $680.5 million. The Recommended Budget includes an increase in total sources of $19.6 million for a total of $700.0 million and an increase in total uses of $22.0 million for a total of $848.1 million.

2025-26 Budget
All City Fund

	Current	Proposed Revisions	Recommended
Revenues	$ 595,089,374	$ 12,299,990	$ 607,389,364
Transfers In	$ 85,384,692	$ 7,251,849	$ 92,636,541
Total Sources	**$ 680,474,066**	**$ 19,551,839**	**$ 700,025,905**
Expenditures	$ (740,717,859)	$ (14,725,201)	$ (755,443,060)
Transfers Out	$ (85,384,692)	$ (7,251,849)	$ (92,636,541)
Total Uses	**$ (826,102,551)**	**$ (21,977,050)**	**$ (848,079,601)**
Results from Operations	**$ (145,628,485)**	**$ (2,425,211)**	**$ (148,053,696)**

GENERAL FUND
The current Fiscal Year 2025-26 General Fund Operating Budget includes total uses of $211.0 million and total sources of $210.4 million. The Recommended Budget includes an increase in total sources of $3.8 million for a total of $214.2 million and an increase in total uses of $3.6 million for a total of $214.6 million.

2025-26 Budget
General Fund (Fund 101)

	Current	Proposed Revisions	Recommended
Revenues	$ 198,115,854	$ 3,803,397	$ 201,919,251
Transfers In	$ 12,262,084	$ -	$ 12,262,084
Total Sources	**$ 210,377,938**	**$ 3,803,397**	**$ 214,181,335**
Expenditures	$ (159,111,460)	$ (2,600,880)	$ (161,712,340)
Transfers Out	$ (51,877,358)	$ (1,042,682)	$ (52,920,040)
Total Uses	**$ (210,988,818)**	**$ (3,643,562)**	**$ (214,632,380)**
Results from Operations	**$ (610,880)**	**$ 159,835**	**$ (451,045)**

Notable Changes

- **Revenue Adjustments** - a net increase in revenues of $3.8 million primarily property tax, transaction use tax, and interest from investments as a result of revenue projections based on receipts to date.
- **Personnel Requests (one-time)** - an increase in appropriations of $520,714 in various personnel accounts primarily due to the negotiated FY25/26 Police Management Association (PMA) one-time bonus ($431,163), moving CSD Superintendent position from Fund #386 to the General Fund #101($69,800; PC# 24052), a Dispatch signing bonus ($50,000), and decreasing part-time appropriations of $30,250 to fund a new Human Resources Technician position.
- **Personnel Requests (recurring)** - an increase in appropriations of $684,012 in various personnel accounts primarily due to the FY25/26 PMA contract update ($545,682) cafeteria plan/health cost increases ($269,630). There is also a decrease in part-time appropriations of $139,490 and the elimination of the IT System Technician position ($99,230; PC# 26031) to fund new position requests detailed below.
- **Offsetting Adjustments** - a decrease in appropriations of $100,000, increase in revenues of $892,682, and an increase to Transfers-Out of $992,682. Notable requests include:
    - Transferring $465,000 in available legal appropriations from Human Resources, Administrative Services, Development Services, Public Works & Engineering, and Police departments to the City Clerk and Finance departments.
    - Increase of TUT Revenues and Transfer-out to fund #604 of $862,600 to update revenue projections based on receipts to date for various TUT capital improvement projects.
    - Utilizing $120,000 in salary savings from Economic Development Analyst position (PC# 30126) and transfer-out to fund #720 for Stage Red Soundbox group.
- **One-time Requests** - Increase appropriations of $1.3 million in various operating accounts to fund one-time expenditures. And an increase to Transfers-out of $50,000. Notable requests include:
    - City Admin - Decreases in appropriations of $40,000 for video presentation costs due to adoption of full-time positions.
    - Building & Safety - Increase in appropriations of $242,030 for ADA consultant and plan

check services.
- Planning - Increase in appropriations of $350,000 for plan retyping services and Housing Element update.
- Public Works & Engineering - Increase in appropriations of $339,930 for equipment rentals, landscape contract increases, damaged property materials, welding equipment, additional plan check services, traffic study and plan check support, additional on-call support, and traffic signal cabinets.
- Police Department
    - Increase appropriations of $163,000 for microfiche scanning.
    - Increase appropriations of $77,040 for FY24/25 San Bernardino animal shelter.
    - Increase appropriations of $63,000 for crossing guard contract increase.
    - Increase appropriations of $60,000 for CCTV surveillance systems lease.

- **Recurring Requests** - Increase appropriations in various operating accounts of $176,000 to fund recurring expenditures for a graffiti abatement contract ($100,000), for the FY25/26 San Bernardino Animal Shelter operational costs ($50,000), and a paint contract increase ($26,000).

Fund Balance Analysis

The recommended 2025-26 ending fund balance of $62.6 million has not changed since the First Quarter Budget Status Report. Included in the fund balance of are total operating reserves of $39.8 million (which reflects 25% of recurring annual expenditures).

There are no Fund Balance Reserves adjustments included in the Midyear Budget Report.

2025-26 Budget
General Fund Balance

	Current	Proposed Revisions	Recommended
Reserved	$ 340,263	$ -	$ 340,263
Designated			
PERS Rate Stability	$ 14,355,753	$ -	$ 14,355,753
Contingencies	$ 39,794,070	$ -	$ 39,794,070
Annual Shelter JPA	$ 582,570	$ -	$ 582,570
Operating Contingencies	$ 3,000,000	$ -	$ 3,000,000
Future Projects & Resv.	$ 4,494,226	$ -	$ 4,494,226
Unappropriated	$ -	$ -	$ -
Ending Fund Balance	**$ 62,566,882**	**$ -**	**$ 62,566,882**

OTHER GENERAL FUNDS

Other General Funds includes a total of 10 funds which are funded by the General Fund for services

that support the City's general operations. The most notable funds include City Technology, Facility Maintenance, Office of Emergency Services, KFON, Self-Insurance, Retiree Medical Benefits, and General Fund Operating Projects.

The current 2025-26 Other General Funds Operating Budget includes total uses of $39.5 million and total sources of $44.5 million. The Recommended Budget includes a decrease in total sources of $648,942 for a total of $40.2 million and an increase in total uses of $1.5 million for a total of $46.0 million.

2025-26 Budget
Other General Funds

	Current	Proposed Revisions	Recommended
Revenues	$ 16,901,460	$ 648,942	$ 17,550,402
Transfers In	$ 22,615,374	$ -	$ 22,615,374
Total Sources	**$ 39,516,834**	**$ 648,942**	**$ 40,165,776**
Expenditures	$ (38,783,943)	$ (864,064)	$ (39,648,007)
Transfers Out	$ (5,700,000)	$ (645,449)	$ (6,345,449)
Total Uses	**$ (44,483,943)**	**$ (1,509,513)**	**$ (45,993,456)**
Results from Operations	**$ (4,967,109)**	**$ (860,571)**	**$ (5,827,680)**

Notable Changes

- **City Technology** - Increase appropriations of $120,000 for security camera installation.
- **Facility Maintenance** - Increase appropriations of $500,000 for Jesse Turner gym floor replacement.
- **Lease Fire** - Net Transfer-outs of $645,000 to Funds #580, #601 for 2024 LRB Debt Service and Fire Lease revenue reconciliation.

OTHER CITY FUNDS

Other City Funds includes a total of 178 funds which Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds.

The current 2025-26 Other City Funds Operating Budget includes total uses of $570.6 million and total sources of $430.6 million. The Recommended Budget includes an increase in total sources of $15.1 million for a total of $445.7 million and an increase in total uses of $16.8 million for a total of $587.5 million.

2025-26 Budget
Other City Funds

	Current	Proposed Revisions	Recommended
Revenues	$ 380,072,060	$ 7,847,651	$ 387,919,711
Transfers In	$ 50,507,234	$ 7,251,849	$ 57,759,083
Total Sources	**$ 430,579,294**	**$ 15,099,500**	**$ 445,678,794**
Expenditures	$ (542,822,456)	$ (11,260,257)	$ (554,082,713)
Transfers Out	$ (27,807,334)	$ (5,563,718)	$ (33,371,052)
Total Uses	**$ (570,629,790)**	**$ (16,823,975)**	**$ (587,453,765)**
Results from Operations	**$ (140,050,496)**	**$ (1,724,475)**	**$ (141,774,971)**

Notable Changes

- **Special Revenue Funds** - Decrease in fund balance of $2.3 million primarily due to:
  - Federal Asset Seizure (Fund 223)
    - Increase appropriations of $1.1 million for license plate reader upgrade.
    - Increase appropriations of $290,000 for 3 Narcotics vehicles and outfitting.
  - Air Quality Mgmt Dist (Fund 241)
    - Increase appropriations of $431,831 for TDA grant O'Day Short Elementary SRTS and Citywide transit stops City contributions.
  - Measure I 2010-204 Local (Fund 246)
    - Increase appropriations of $736,806 for TDS grant Fontana Middle School SRTS and Ted J Porter Elementary City Contributions, CalTrans signage consultant, and TMS signal upgrade.
  - TDA/Article 3 (Fund 303)
    - Increase revenues and appropriations of $1.1 million for various TDA grant projects.
- **Debt Service Fund** - Increase in fund balance of $2.9 million due to a Transfer-in from Fund #115 for the 2025 LRB Debt Service and Fire Lease Revenue Reconciliation.
- **Capital Project Funds** - Decrease in fund balance of $5.8 million primarily due to:
  - Capital Reinvestment (Fund 601)
    - Increase appropriations of $3.2 million for the Navigation Center additional construction costs.
    - Increase appropriations of $1.0 million for the Honor Roll Memorial additional construction costs.
    - Increase appropriations of $800,000 for 8740 Nuevo New Ministries design.
    - Increase appropriations of $500,000 for 8572 Sierra Oldtimers construction.
    - Decrease appropriations of $2.8 million for a partial defunding of the Courtplace project
    - Increase revenues of $5.6 million for a contribution from Fund #210 for

the 2025 LRB Debt Service and Fire Lease Revenue Reconciliation.
    - Decrease in net Transfers-in of $2.3 million from Fund #115 for the 2025 LRB Debt Service and Fire Lease Revenue Reconciliation.
  - Capital Improvement (Fund 602)
    - Increase appropriations of $240,000 for Fontana Fair Grounds design, and SBCTA PE Trail land acquisition.
  - Capital Project - TUT (Fund 604)
    - Increase in transfers-in and appropriations of $862,600 from the General Fund #101 for the East Courtyard fountain repair, Southridge ballfield shade structures, and Sycamore Hills rubber playground surfacing replacement.

- **Enterprise Funds** - Increase in fund balance of $3.5 million primarily due to:
  - Sewer Replacement (Fund 703)
    - Decrease appropriations of $3.9 million for the FY24/25 project carryover update.
  - Stage Red (Fund 720)
    - Increase appropriations of $820,000 for SB County Downtown Economic Development grant ($150,000; offset by revenue), ASM operating funds ($500,000; offset by loan from the General Fund), and for the Soundbox group ($120,000; offset by Economic Development Analyst salary savings and transfer-in from the General Fund).

ORGANIZATIONAL CHANGES

Included in the 2025-26 Midyear Budget Status Report are organizational changes that are summarized at the departmental level below. The net impact of all requests is an increase of $10,590 ($8,190 General Fund increase and $2,400 Other Funds increase) for the remainder of the fiscal year with a total estimated annual cost of $308,650 which is being fully funded or offset by the decrease of other budget items including part-time budget, other professional services, and departmental expenses.

- City Administration - General Fund increase of $27,850
  - Add one (1) Business Development Coordinator
  - Title change (1) Senior Production Coordinator to Multimedia Production Supervisor (PC #10020)
  - Decrease of part-time budget of $139,490
- Human Resources - General Fund increase of $30,250
  - Add one (1) Human Resources Technician
  - Decrease of part-time budget of $30,250
- Innovation & Tech - General Fund decrease of $52,520
  - Eliminate one (1) IT System Technician (PC #26031)
  - Add one (1) Senior Business System Analyst
- Finance - General Fund increase of $2,610; Other Funds increase of $2,400
  - Reclass one (1) Account Clerk I to Accounting Technician (PC #28006)

FISCAL IMPACT:

The fiscal impact associated with this item is summarized below and details are provided in the Midyear Budget Status Report.

	Sources Inc/(Dec)	Uses (Inc)/Dec	Fund Bal Impact Icr/(Dec)
General Fund	$ 3,803,397	$ (3,643,562)	$ 159,835
Other General Funds	$ 648,942	$ (1,509,513)	$ (860,571)
Other City Funds	$ 15,099,500	$ (16,823,975)	$ (1,724,475)
Total	**$ 19,551,839**	**$ (21,977,050)**	**$ (2,425,211)**

The General Fund projected ending fund balance remains $62.6 million due to the net impact of the recommended budget adjustments.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING THE UPDATED SALARY TABLE FOR THE TEAMSTERS LOCAL 1932, CITY HALL UNIT.

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

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

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

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

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

Section 3. Salary Table for the Teamsters Local 1932, City Hall Unit. The City Council of the City of Fontana hereby adopts the updated Teamsters Local 1932, City Hall Unit salary table, which includes the salary range for the new classification of Business Development Coordinator at range CH30 ($5,284.94/mo. - $6,428.94/mo.) and is attached hereto as Exhibit A and incorporated herein by this reference.

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

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

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

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

APPROVED AND ADOPTED this 24th day of February, 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 24th day of February 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
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 02/25/2026

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$22.80	$23.94	$25.14	$26.40	$27.72	**Hourly**
Account Clerk I	CH01	$3,952.00	$4,149.60	$4,357.60	$4,576.00	$4,804.80	**Monthly**
		$47,424.00	$49,795.20	$52,291.20	$54,912.00	$57,657.60	**Annual**
		$24.66	$25.90	$27.20	$28.56	$29.99	
Account Clerk II	CH02	$4,274.40	$4,489.34	$4,714.67	$4,950.40	$5,198.27	
		$51,292.80	$53,872.00	$56,576.00	$59,404.80	$62,379.20	
		$36.26	$38.08	$39.99	$41.99	$44.09	
Accountant I	CH03	$6,285.07	$6,600.54	$6,931.60	$7,278.27	$7,642.27	
		$75,420.80	$79,206.40	$83,179.20	$87,339.20	$91,707.20	
		$40.28	$42.30	$44.42	$46.65	$48.99	
Accountant II	CH04	$6,981.87	$7,332.00	$7,699.47	$8,086.00	$8,491.60	
		$83,782.40	$87,984.00	$92,393.60	$97,032.00	$101,899.20	
		$33.09	$34.75	$36.49	$38.32	$40.24	
Accounting Technician	CH05	$5,735.60	$6,023.34	$6,324.94	$6,642.14	$6,974.94	
		$68,827.20	$72,280.00	$75,899.20	$79,705.60	$83,699.20	
		$38.05	$39.96	$41.96	$44.06	$46.27	
Administrative Analyst I	CH07	$6,595.34	$6,926.40	$7,273.07	$7,637.07	$8,020.14	
		$79,144.00	$83,116.80	$87,276.80	$91,644.80	$96,241.60	
		$42.14	$44.25	$46.47	$48.80	$51.24	
Administrative Analyst II	CH08	$7,304.27	$7,670.00	$8,054.80	$8,458.67	$8,881.60	
		$87,651.20	$92,040.00	$96,657.60	$101,504.00	$106,579.20	
		$25.18	$26.44	$27.77	$29.16	$30.62	
Administrative Assistant	CH64	$4,364.54	$4,582.94	$4,813.47	$5,054.40	$5,307.47	
		$52,374.40	$54,995.20	$57,761.60	$60,652.80	$63,689.60	
		$20.07	$21.08	$22.14	$23.25	$24.42	
Administrative Clerk I	CH10	$3,478.80	$3,653.87	$3,837.60	$4,030.00	$4,232.80	
		$41,745.60	$43,846.40	$46,051.20	$48,360.00	$50,793.60	
		$22.15	$23.26	$24.43	$25.66	$26.95	
Administrative Clerk II	CH11	$3,839.34	$4,031.74	$4,234.54	$4,447.74	$4,671.34	
		$46,072.00	$48,380.80	$50,814.40	$53,372.80	$56,056.00	
		$27.98	$29.38	$30.85	$32.40	$34.02	
Administrative Technician	CH12	$4,849.87	$5,092.54	$5,347.34	$5,616.00	$5,896.80	
		$58,198.40	$61,110.40	$64,168.00	$67,392.00	$70,761.60	
		$30.49	$32.02	$33.63	$35.32	$37.09	
Aquatics Coordinator	CH13	$5,284.94	$5,550.14	$5,829.20	$6,122.14	$6,428.94	
		$63,419.20	$66,601.60	$69,950.40	$73,465.60	$77,147.20	
		$44.92	$47.17	$49.53	$52.01	$54.62	
Assistant Engineer	CH14	$7,786.14	$8,176.14	$8,585.20	$9,015.07	$9,467.47	
		$93,433.60	$98,113.60	$103,022.40	$108,180.80	$113,609.60	
		$37.96	$39.86	$41.86	$43.96	$46.16	
Assistant Planner	CH16	$6,579.74	$6,909.07	$7,255.74	$7,619.74	$8,001.07	
		$78,956.80	$82,908.80	$87,068.80	$91,436.80	$96,012.80	

CITY OF FONTANA
CITY HALL BARGAINING UNIT
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 02/25/2026

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		$51.00	$53.55	$56.23	$59.05	$62.01	**Hourly**
Associate Engineer	CH17	$8,840.00	$9,282.00	$9,746.54	$10,235.34	$10,748.40	**Monthly**
		$106,080.00	$111,384.00	$116,958.40	$122,824.00	$128,980.80	**Annual**
		$42.26	$44.38	$46.60	$48.93	$51.38	
Associate Planner	CH18	$7,325.07	$7,692.54	$8,077.34	$8,481.20	$8,905.87	
		$87,900.80	$92,310.40	$96,928.00	$101,774.40	$106,870.40	
		$39.86	$41.86	$43.96	$46.16	$48.47	
Budget Analyst I	CH82	$6,909.07	$7,255.74	$7,619.74	$8,001.07	$8,401.47	
		$82,908.80	$87,068.80	$91,436.80	$96,012.80	$100,817.60	
		$44.15	$46.36	$48.68	$51.12	$53.68	
Budget Analyst II	CH80	$7,652.67	$8,035.74	$8,437.87	$8,860.80	$9,304.54	
		$91,832.00	$96,428.80	$101,254.40	$106,329.60	$111,654.40	
		$33.16	$34.82	$36.57	$38.40	$40.32	
Building Inspector I	CH19	$5,747.74	$6,035.47	$6,338.80	$6,656.00	$6,988.80	
		$68,972.80	$72,425.60	$76,065.60	$79,872.00	$83,865.60	
		$36.47	$38.30	$40.22	$42.24	$44.36	
Building Inspector II	CH20	$6,321.47	$6,638.67	$6,971.47	$7,321.60	$7,689.07	
		$75,857.60	$79,664.00	$83,657.60	$87,859.20	$92,268.80	
		$30.49	$32.02	$33.63	$35.32	$37.09	
Business Development Coordinator	CH30	$5,284.94	$5,550.14	$5,829.20	$6,122.14	$6,428.94	
		$63,419.20	$66,601.60	$69,950.40	$73,465.60	$77,147.20	
		$27.59	$28.97	$30.42	$31.95	$33.55	
Buyer I	CH23	$4,782.27	$5,021.47	$5,272.80	$5,538.00	$5,815.34	
		$57,387.20	$60,257.60	$63,273.60	$66,456.00	$69,784.00	
		$31.17	$32.73	$34.37	$36.09	$37.90	
Buyer II	CH78	$5,402.80	$5,673.20	$5,957.47	$6,255.60	$6,569.34	
		$64,833.60	$68,078.40	$71,489.60	$75,067.20	$78,832.00	
		$17.85	$18.75	$19.69	$20.68	$21.72	
Cashier	CH26	$3,094.00	$3,250.00	$3,412.94	$3,584.54	$3,764.80	
		$37,128.00	$39,000.00	$40,955.20	$43,014.40	$45,177.60	
		$35.93	$37.73	$39.62	$41.61	$43.70	
Code Compliance Inspector	CH29	$6,227.87	$6,539.87	$6,867.47	$7,212.40	$7,574.67	
		$74,734.40	$78,478.40	$82,409.60	$86,548.80	$90,896.00	
		$30.49	$32.02	$33.63	$35.32	$37.09	
Community Services Coordinator	CH30	$5,284.94	$5,550.14	$5,829.20	$6,122.14	$6,428.94	
		$63,419.20	$66,601.60	$69,950.40	$73,465.60	$77,147.20	
		$41.82	$43.92	$46.12	$48.43	$50.86	
Contracts Analyst	CH83	$7,248.80	$7,612.80	$7,994.14	$8,394.54	$8,815.74	
		$86,985.60	$91,353.60	$95,929.60	$100,734.40	$105,788.80	
		$34.24	$35.96	$37.76	$39.65	$41.64	
Engineering Technician I	CH33	$5,934.94	$6,233.07	$6,545.07	$6,872.67	$7,217.60	
		$71,219.20	$74,796.80	$78,540.80	$82,472.00	$86,611.20	

CITY OF FONTANA
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Engineering Technician II	CH34	$41.17	$43.23	$45.40	$47.67	$50.06	**Hourly**
		$7,136.14	$7,493.20	$7,869.34	$8,262.80	$8,677.07	**Monthly**
		$85,633.60	$89,918.40	$94,432.00	$99,153.60	$104,124.80	**Annual**
Environmental Compliance Inspector I	CH37	$32.95	$34.60	$36.33	$38.15	$40.06	
		$5,711.34	$5,997.34	$6,297.20	$6,612.67	$6,943.74	
		$68,536.00	$71,968.00	$75,566.40	$79,352.00	$83,324.80	
Environmental Compliance Inspector II	CH67	$35.93	$37.73	$39.62	$41.61	$43.70	
		$6,227.87	$6,539.87	$6,867.47	$7,212.40	$7,574.67	
		$74,734.40	$78,478.40	$82,409.60	$86,548.80	$90,896.00	
Environmental Compliance Technician	CH81	$25.96	$27.26	$28.63	$30.07	$31.58	
		$4,499.74	$4,725.07	$4,962.54	$5,212.14	$5,473.87	
		$53,996.80	$56,700.80	$59,550.40	$62,545.60	$65,686.40	
GIS Analyst	CH43	$37.28	$39.15	$41.11	$43.17	$45.33	
		$6,461.87	$6,786.00	$7,125.74	$7,482.80	$7,857.20	
		$77,542.40	$81,432.00	$85,508.80	$89,793.60	$94,286.40	
GIS Specialist	CH40	$31.64	$33.23	$34.90	$36.65	$38.49	
		$5,484.27	$5,759.87	$6,049.34	$6,352.67	$6,671.60	
		$65,811.20	$69,118.40	$72,592.00	$76,232.00	$80,059.20	
Grant Analyst	CH61	$47.93	$50.33	$52.85	$55.50	$58.28	
		$8,307.87	$8,723.87	$9,160.67	$9,620.00	$10,101.87	
		$99,694.40	$104,686.40	$109,928.00	$115,440.00	$121,222.40	
Housing Technician	CH41	$34.34	$36.06	$37.87	$39.77	$41.76	
		$5,952.27	$6,250.40	$6,564.14	$6,893.47	$7,238.40	
		$71,427.20	$75,004.80	$78,769.60	$82,721.60	$86,860.80	
IT Systems Specialist	CH77	$36.65	$38.49	$40.42	$42.45	$44.58	
		$6,352.67	$6,671.60	$7,006.14	$7,358.00	$7,727.20	
		$76,232.00	$80,059.20	$84,073.60	$88,296.00	$92,726.40	
IT Systems Technician	CH71	$33.04	$34.70	$36.44	$38.27	$40.19	
		$5,726.94	$6,014.67	$6,316.27	$6,633.47	$6,966.27	
		$68,723.20	$72,176.00	$75,795.20	$79,601.60	$83,595.20	
IT Technician I	CH45	$25.96	$27.26	$28.63	$30.07	$31.58	
		$4,499.74	$4,725.07	$4,962.54	$5,212.14	$5,473.87	
		$53,996.80	$56,700.80	$59,550.40	$62,545.60	$65,686.40	
IT Technician II	CH46	$29.57	$31.05	$32.61	$34.25	$35.97	
		$5,125.47	$5,382.00	$5,652.40	$5,936.67	$6,234.80	
		$61,505.60	$64,584.00	$67,828.80	$71,240.00	$74,817.60	
Junior Software Engineer	CH84	$36.60	$38.43	$40.36	$42.38	$44.50	
		$6,344.00	$6,661.20	$6,995.74	$7,345.87	$7,713.34	
		$76,128.00	$79,934.40	$83,948.80	$88,150.40	$92,560.00	
Landscape Technician I	CH48	$32.55	$34.18	$35.89	$37.69	$39.58	
		$5,642.00	$5,924.54	$6,220.94	$6,532.94	$6,860.54	
		$67,704.00	$71,094.40	$74,651.20	$78,395.20	$82,326.40	

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Landscape Technician II	CH49	$35.93	$37.73	$39.62	$41.61	$43.70	**Hourly**
		$6,227.87	$6,539.87	$6,867.47	$7,212.40	$7,574.67	**Monthly**
		$74,734.40	$78,478.40	$82,409.60	$86,548.80	$90,896.00	**Annual**
Lead Traffic Signal Maintenance Technician	CH70	$43.86	$46.06	$48.37	$50.79	$53.33	
		$7,602.40	$7,983.74	$8,384.14	$8,803.60	$9,243.87	
		$91,228.80	$95,804.80	$100,609.60	$105,643.20	$110,926.40	
Marketing Specialist I	CH51	$31.96	$33.56	$35.24	$37.01	$38.87	
		$5,539.74	$5,817.07	$6,108.27	$6,415.07	$6,737.47	
		$66,476.80	$69,804.80	$73,299.20	$76,980.80	$80,849.60	
Marketing Specialist II	CH50	$42.44	$44.57	$46.80	$49.14	$51.60	
		$7,356.27	$7,725.47	$8,112.00	$8,517.60	$8,944.00	
		$88,275.20	$92,705.60	$97,344.00	$102,211.20	$107,328.00	
Multimedia Production Specialist I	CH79	$32.17	$33.78	$35.47	$37.25	$39.12	
		$5,576.14	$5,855.20	$6,148.14	$6,456.67	$6,780.80	
		$66,913.60	$70,262.40	$73,777.60	$77,480.00	$81,369.60	
Multimedia Production Specialist II	CH85	$33.82	$35.52	$37.30	$39.17	$41.13	
		$5,862.14	$6,156.80	$6,465.34	$6,789.47	$7,129.20	
		$70,345.60	$73,881.60	$77,584.00	$81,473.60	$85,550.40	
Multimedia Production Supervisor	CH59	$35.93	$37.73	$39.62	$41.61	$43.70	
		$6,227.87	$6,539.87	$6,867.47	$7,212.40	$7,574.67	
		$74,734.40	$78,478.40	$82,409.60	$86,548.80	$90,896.00	
Permit Technician I	CH31	$28.43	$29.86	$31.36	$32.93	$34.58	
		$4,927.87	$5,175.74	$5,435.74	$5,707.87	$5,993.87	
		$59,134.40	$62,108.80	$65,228.80	$68,494.40	$71,926.40	
Permit Technician II	CH21	$33.04	$34.70	$36.44	$38.27	$40.19	
		$5,726.94	$6,014.67	$6,316.27	$6,633.47	$6,966.27	
		$68,723.20	$72,176.00	$75,795.20	$79,601.60	$83,595.20	
Planning Inspector	CH55	$35.93	$37.73	$39.62	$41.61	$43.70	
		$6,227.87	$6,539.87	$6,867.47	$7,212.40	$7,574.67	
		$74,734.40	$78,478.40	$82,409.60	$86,548.80	$90,896.00	
Planning Technician	CH56	$31.55	$33.13	$34.79	$36.53	$38.36	
		$5,468.67	$5,742.54	$6,030.27	$6,331.87	$6,649.07	
		$65,624.00	$68,910.40	$72,363.20	$75,982.40	$79,788.80	
Plans Examiner I	CH57	$39.88	$41.88	$43.98	$46.18	$48.49	
		$6,912.54	$7,259.20	$7,623.20	$8,004.54	$8,404.94	
		$82,950.40	$87,110.40	$91,478.40	$96,054.40	$100,859.20	
Plans Examiner II	CH58	$43.86	$46.06	$48.37	$50.79	$53.33	
		$7,602.40	$7,983.74	$8,384.14	$8,803.60	$9,243.87	
		$91,228.80	$95,804.80	$100,609.60	$105,643.20	$110,926.40	
Production Editor	CH86	$33.82	$35.52	$37.30	$39.17	$41.13	
		$5,862.14	$6,156.80	$6,465.34	$6,789.47	$7,129.20	
		$70,345.60	$73,881.60	$77,584.00	$81,473.60	$85,550.40	

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Project Coordinator	CH60	$44.08 $7,640.54 $91,686.40	$46.29 $8,023.60 $96,283.20	$48.61 $8,425.74 $101,108.80	$51.05 $8,848.67 $106,184.00	$53.61 $9,292.40 $111,508.80	**Hourly** **Monthly** **Annual**
Public Works Inspector	CH63	$37.63 $6,522.54 $78,270.40	$39.52 $6,850.14 $82,201.60	$41.50 $7,193.34 $86,320.00	$43.58 $7,553.87 $90,646.40	$45.76 $7,931.74 $95,180.80	
Senior Administrative Assistant	CH09	$31.22 $5,411.47 $64,937.60	$32.79 $5,683.60 $68,203.20	$34.43 $5,967.87 $71,614.40	$36.16 $6,267.74 $75,212.80	$37.97 $6,581.47 $78,977.60	
Senior Building Inspector	CH65	$41.78 $7,241.87 $86,902.40	$43.87 $7,604.14 $91,249.60	$46.07 $7,985.47 $95,825.60	$48.38 $8,385.87 $100,630.40	$50.80 $8,805.34 $105,664.00	
Senior Code Compliance Inspector	CH66	$39.48 $6,843.20 $82,118.40	$41.46 $7,186.40 $86,236.80	$43.54 $7,546.94 $90,563.20	$45.72 $7,924.80 $95,097.60	$48.01 $8,321.74 $99,860.80	
Senior Environmental Compliance Inspector	CH36	$39.48 $6,843.20 $82,118.40	$41.46 $7,186.40 $86,236.80	$43.54 $7,546.94 $90,563.20	$45.72 $7,924.80 $95,097.60	$48.01 $8,321.74 $99,860.80	
Senior IT Technician	CH44	$34.48 $5,976.54 $71,718.40	$36.21 $6,276.40 $75,316.80	$38.03 $6,591.87 $79,102.40	$39.94 $6,922.94 $83,075.20	$41.94 $7,269.60 $87,235.20	
Senior Plans Examiner	CH68	$48.77 $8,453.47 $101,441.60	$51.21 $8,876.40 $106,516.80	$53.78 $9,321.87 $111,862.40	$56.47 $9,788.14 $117,457.60	$59.30 $10,278.67 $123,344.00	
Senior Public Works Inspector	CH69	$46.15 $7,999.34 $95,992.00	$48.46 $8,399.74 $100,796.80	$50.89 $8,820.94 $105,851.20	$53.44 $9,262.94 $111,155.20	$56.12 $9,727.47 $116,729.60	
Traffic Engineering Technician	CH74	$41.17 $7,136.14 $85,633.60	$43.23 $7,493.20 $89,918.40	$45.40 $7,869.34 $94,432.00	$47.67 $8,262.80 $99,153.60	$50.06 $8,677.07 $104,124.80	
Traffic Signal Maintenance Technician I	CH73	$35.55 $6,162.00 $73,944.00	$37.33 $6,470.54 $77,646.40	$39.20 $6,794.67 $81,536.00	$41.16 $7,134.40 $85,612.80	$43.22 $7,491.47 $89,897.60	
Traffic Signal Maintenance Technician II	CH75	$39.12 $6,780.80 $81,369.60	$41.08 $7,120.54 $85,446.40	$43.14 $7,477.60 $89,731.20	$45.30 $7,852.00 $94,224.00	$47.57 $8,245.47 $98,945.60	



Midyear Budget Status Report

Fiscal Year 2025/2026

Quick Look Indicators	Second Quarter*	See Page
Revenues	↑	34
Expenditures	↑	35
Fund Balance	↑	36

*Compared to same period prior fiscal year

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Report Objectives

The purpose of the Midyear Budget Status Report is to:

- Provide the City Council with an overview of all funds;
- Comment on significant economic trends;
- Provide and update of current projects;
- Report on departmental activities for prior year; and
- Recommend budget changes to address known budget deficiencies which will materially impact fund balance;

Summary of Key Points

General Fund:

- Net increase in General Fund inflows of $3,803,397:
  - Increase to Transactional Use Tax of $862,600
  - Increase to Property Tax revenue $1,742,520
  - Increase to Interest and Rentals of $1,168,195
  - Increase to Miscellaneous Revenues of $20,000
  - Increase to Reimbursables of $10,082
- Net increase in General Fund outflows of $3,643,562:
  - Increase to one-time personnel requests of $520,713
  - Increase to recurring personnel requests of $684,012
  - Decrease to offsetting adjustments of $100,000 (offset by revenue and transfers)
  - Increase to new one-time requests of $1,320,155
  - Increase to new recurring requests of $176,000
  - Increase to transfers out of $1,042,682
- Increase to *Fund balance, beginning of year* of $159,835

Other Funds:

- Additional funding for the following projects:
  - $7,900,000 FY25/26 Pavement Rehab (Capital Reinvestment Fund #601, offset by bond proceeds)
  - $3,902,015 FY24/25 project carryover update (Sewer Replacement Fund #703)
  - $3,217,541 Navigation Center additional construction (Capital Reinvestment Fund #601)
  - $1,100,000 License plate reader upgrade (Federal Asset Seizure Fund #223)
  - $1,000,000 Honor Roll Memorial additional construction (Capital Reinvestment Fund #601)
  - $800,000 8470 Nuevo New Ministries design (Capital Reinvestment Fund #601)
  - $700,000 Southridge ballfield shade structures (Capital Project -TUT Fund #604)
  - $500,000 8572 Sierra Oldtimers construction (Capital Reinvestment Fund #601)

Significant Economic Trends

Nationally:

- The Federal Reserve Bank of Atlanta is estimating Fourth Quarter 2025 GDP to rise to 5.4%, up from a 2.7% prediction just a few days prior. However, the recent government shutdown has impacted data gathering, so there could be some later revisions as the data gaps are filled. Inflation may be moderating, as the Bureau of Labor Statistics reported that the Consumer Price Index rose 2.7% year over year in November 2025, with core CPI up only 2.6% for the prior twelve months. The growth was primarily attributed to faster consumer spending, an upturn in exports and higher government spending. This was partly offset by a decrease in business investment.
- The labor market continued to show signs of softening this past quarter. The unemployment rate was 4.5% in December. The pace of job creation has dropped noticeably in the second half of the year, as only 50,000 new jobs were added in December. A total of 584,000 jobs were created for the full year, which represents the weakest year for job growth since 2003. The Federal Reserve has a dual mandate: maintaining price stability and achieving maximum employment. In its December meeting, the Fed cut the federal funds target range by 25 basis points to 3.50% to 3.75%, believing employment risks to be more pressing than inflation risks at this time. This was the third cut of 2025.

The State of California:

- California's unemployment rate dipped slightly in December 2025, offering a modest sign of stability as statewide job losses continued at a slower pace. New figures released by the California Employment Development Department show the unemployment rate at 5.5 percent, down from a revised 5.6 percent in November. Government employment rose by 4,500 jobs in December, the second-largest monthly increase among all sectors. Local government accounted for 3,900 of those jobs.

City of Fontana

- Fiscal Year 2024/25 ended with 583 single family dwelling permits being issued. At the end of December 2025, 219 single family dwelling permits have been issued compared to 180 permits for the prior fiscal year.
- Midyear 2025/26 sales were 0.8% higher than the same quarter one year ago. This is primarily due to a weaker economy, lower taxable sales, and shifts in consumer behavior.
- The Local Agency Investment Fund (LAIF) is currently paying 3.97% (daily rate) on City investments as of December 31, 2025, down from 4.40% for the same time last year. The 2-year treasury benchmark rate as of December 31, 2025, is 3.47% down from 4.25% last year.

Significant Economic Trends – continued

Development Related Activity

The Development Services Organization continues to thrive. Continually increasing planning activity, leading to increased permit issuance is indicative of a healthy development future. Multiple planning projects, completed plan checks and inspections performed keep the Development Services Organization on track to meet or exceed the goals set for this fiscal year.

The following statistics apply through December 31, 2025:

	July-December 2025	July-December 2024	Units	Percent Change
Single family dwellings	219	131	Units	67%
Multi-family dwellings	12	245	Units	-95%
New commercial buildings – size (2 Permits)	3,460	59,074	Sq ft	-94%
New commercial buildings – cost valuation	$530k	$29.55	Million	-98%
New industrial buildings – size (3 Permits)	518,934	0	Sq ft	100%
New industrial buildings – cost valuation	$51.16	$0.00	Million	100%
Building inspections	18,472	20,984	Units	-12%
Total permits issued	1,872	2,735	Units	-32%
Total permit valuation	$157.55	$198.00	Million	-20%
Plan checks	1,151	1,099	Units	5%
Planning Entitlement Projects – Submitted	51	52	Projects	-2%
Planning Entitlement Projects – Residential Units Approved	1,645	600	Units	174%
Business license reviews	428	174	Licenses	146%

Project Updates

CDBG Acquisition, Rehabilitation, and Rental Program: The Housing Authority's Community Development Block Grant (CDBG) Acquisition, Rehabilitation, and Rental Program is designed to purchase and rehabilitate residential properties to provide additional affordable housing opportunities to current and prospective residents. To date, the Housing Authority has purchased eight (8) single family homes and two (2) multifamily properties with these funds. There are now a total of 14 units in this portfolio. All properties have been rehabilitated and leased to low-income households. The City has funded this program for a total of $6.6M to date.

Courtplace Apartments: The Housing Authority and The Related Company has negotiated a Disposition and Development Agreement to purchase and develop approximately 4.78 acres of vacant land owned by the City located on Sierra Ave, between Santa Ana Avenue and Jurupa Avenue. Should the project be awarded Low-Income Housing Tax Credits in the Spring, the proposed two-phased development of 106 units should begin construction by the end of 2025. The Housing Authority anticipates utilizing various funding sources; including, but not limited to, HOME Investment Partnerships Program, local Affordable Housing Trust funds, Low/Mod Asset funds, and AB 1486 (Surplus Land) funds.

Permanent Local Housing Allocation (PLHA) Acquisition, Rehabilitation, and Rental Program: The Housing Authority's Permanent Local Housing Allocation (PLHA) Acquisition, Rehabilitation, and Rental Program is designed to purchase and rehabilitate residential properties to provide additional affordable housing opportunities to current and prospective residents. To date, the Housing Authority has purchased one (1) single family home and two (2) multifamily properties with these funds. There are now a total of eight (8) units in this portfolio. All properties have been rehabilitated and leased to low-income households. The city has spent $1.9M to date on this program.

Downtown West Parking Structure Project: This Design-Build project will construct a new parking structure at the north-east corner of Nuevo Ave and Arrow Blvd. The parking structure will provide 500+ parking stalls which will serve downtown events and future developments. The Design-Build entity procurement process began in 2024 and construction, including demolition of the existing building, began in January 2026.

City Hall Renovation Project Phase 2: This project will construct a new two-story City Hall building. The project will demolish the existing City Hall Building upon completion of the City Hall Renovation Project Phase I. Construction of the project is scheduled to begin in Summer 2026.

Project Updates – continued

Westgate Street Improvement Project (RAISE): The City was awarded a $15M RAISE grant for the project. The project includes construction of Cherry Avenue and Victoria Street to ultimate width, landscaped median, bike lanes, storm drain, sewer, traffic signal and various utilities within Westgate Specific Plan area. The project is currently in Design phase and the construction phase is scheduled to begin in late 2026.

Cypress Storm Drain Phase 1: The project consists of constructing a storm drain along Foothill Boulevard between Sierra Avenue and Cypress Avenue, and along Cypress Avenue between Foothill Boulevard and Orange Way. The storm drain will connect to an existing storm drain system that are part of the West Fontana Channel and will intercept surface drainage flows and route them through a new storm drain system. The project will also include a traffic signal modification and landscape median. Construction is currently in progress with estimated completion in Summer 2027.

Foothill Blvd Street Improvement Project – Malaga Bridge: The project includes the widening of Foothill Boulevard between Hemlock Avenue and Almeria Avenue, construction of a landscaped median, installation of bike lanes, storm drain improvements, and a new traffic signal. This project will also include the replacement of the locally historic Malaga Bridge with a single span tied arch bridge structure. The project is currently in environmental phase. Environmental Clearance for both CEQA and NEPA is expected in late 2026.

First Responders Memorial (9/11) Monument: The project consists of constructing a First Responders Memorial Monument with a beam from the World Trade Center Towers at the City Civic Center. The monument will memorialize the sacrifice of the first responders as well as the historic significance of 9/11 to the community. The construction of the project has been substantially completed and will be open to public in February 2026.

Date Elementary School Safe Routes to School: This project will construct sidewalks where none currently exist, filling gaps to provide a continuous pedestrian path of travel along the designated corridors within the project vicinity. Separated bike lanes will also be striped. The improvements will assist in providing Safe Routes to Schools for pedestrians and cyclists traveling to and from Date Elementary School. The construction contract was awarded in March 2025, and is scheduled to be completed in Summer 2026.

Traffic Signal Improvements: Traffic signal improvements are proposed at the following locations to enhance traffic circulation throughout the city. Improvements consist of the construction of new traffic signals or the modification of existing traffic signals, intersection lighting, and minor roadway and

Project Updates – continued

storm drain improvements where identified. The following signals are underway:

- Baseline Ave @ Palmetto Ave: Design phase is underway with construction phase estimated to begin in Fall 2026.
- Sierra Ave @ Riverside Ave: Design phase is underway with construction phase estimated to begin in early 2027.

Citywide Pavement Rehabilitation Program: The Pavement Rehabilitation projects at various locations are in progress per the City's 7-year Pavement Management Plan. The projects include grind and overlay asphalt pavement, Rubberized Emulsion Aggregate Slurry (REAS), and slurry seal. Projects currently scheduled to be completed by end of FY are as follows:

- Sierra Ave between Baseline Ave and South Highland Ave
- Sierra Ave between Sierra Lakes Pkwy and Summit Ave
- Marigold Ave between Sierra Ave and Alder Ave
- Lincoln Loop and Yosemite Loop in Village of Heritage
- Grid 26, 48, and 52
- Hunters Ridge/Coyote Canyon South

Six (6) Downtown Signals: San Bernardino County Transportation Agency (SBCTA) was awarded $1M REAP grant in 2023 to design six (6) traffic signals in Downtown Fontana. Completion of the design is anticipated in Spring 2026. The project will be shovel-ready until construction funding is secured.

Lewis Library STEAM Renovation: The project consists of construction of Children's Science, Technology, Engineering, Art, & Mathematics (STEAM) children's museum inside the Lewis Library. The project will provide the Fontana citizens a hands-on learning environment that fosters creativity, and interest in science and technology, helping build a foundation for future innovation. Renovation of Lewis Library to add interactive STEAM exhibits and museum. The Design phase will begin in Spring 2026, with construction expected to begin in 2027.

SCE Acosta & Firebird Circuits: The project will underground SCE's overhead Acosta and Firebird circuits. The undergrounding project will help protect residents from the impacts of SCE's Public Safety Power Shutoffs (PSPS) during windy and fire-prone seasons. The Design phase will begin in Summer 2026, with construction expected to begin in 2028.

Project Updates – continued

Alder Ave Sewer Main: The sewer master plan study shows the existing sewer pipe on Alder Ave is categorized as possible surcharging once the area is fully developed. The proposed sewer main improvement project will increase the capacity. Design phase for the project will begin Summer 2026.

Fire Station 77 Remodel: This project will involve the demolition of the existing restrooms, which are showing signs of age and deterioration. The proposed remodel will address these deficiencies and reconfigure the current layout to provide separate restroom facilities for male and female personnel. The renovation will enhance functionality, privacy, and overall working conditions for Fire Department staff.

Public Works East Yard (PWEY): The Public Works East Yard (PWEY) will serve as the home for Public Works Support Services, including Fleet and Facility Management. To make the facility operational, tenant improvements are required to support fleet maintenance operations and the Facilities Maintenance crew. This facility will support vehicle servicing, equipment, and materials storage, and building maintenance activities, meeting the City's growing operational needs, and ensuring reliable and efficient delivery of Public Works services.

Seville Park Bicycle Pump Track: This project will create a multi-use recreational destination at Seville Park. The project will construct a modern skateboard park and an inclusive pump track, and pickleball courts to promote active lifestyles and community connection. Designed for long-term sustainability, the project prioritizes accessibility, safety, and skill progression across all user groups. The project will establish a welcoming hub for recreation, events, and community gathering. The project is currently in Planning phase, and schedule will be updated in near future.

Regional Navigation Center: As part of the city's homelessness solution, the city purchased a facility and will convert it to a navigation center to serve the region. The project is currently in Design and Environmental phase. Construction anticipated to begin in Summer 2026.

Police MET Remodel Project: The Police Department refurbished the former Code Compliance area for use by the Multiple Enforcement Team (MET) Unit. In addition, the implementation of the FORGE Unit required the installation of new workstations within the MET Unit, which had recently been remodeled.

Project Updates – continued

CAD/RMS Software: The Police Department has completed the RFP process for a CAD/RMS Software consultant and is in the final stages of vendor selection. The department will work with the Purchasing Department to award the contract. Once awarded, the selected vendor will collaborate with Police Department staff to identify operational needs and priorities for the selection and implementation of a new CAD/RMS system.

Police Building Improvements: Funding for Police Building Improvements continues to be requested to accommodate unit expansion and the addition of personnel. During the first half of the FY 2025/2026, the Records Unit received funding to add three additional workstations. Additionally, the implementation of the FORGE Unit required the installation of new workstations within the MET Unit, which had recently undergone remodeling.

Mobile Cellular Equipment: In 2017, mobile cellular equipment was purchased to support investigative operations. This technology allows officers to triangulate the precise location of telecommunication devices, enabling the tracking of movements and the identification of locations relevant to various investigations. Due to technological advancements over the past nine years, an equipment upgrade was necessary. Two vehicles have been outfitted with updated systems to ensure continued use of this specialized capability.

Completed Projects

Downtown Parking Structure Project: This Design-Build project constructed a new 4.5 tier parking structure at the current Stage Red Theater Parking lot. The parking structure provides 373 parking stalls which will serve City employees and residents for various future downtown events. The Design-Build work began in September 2023 and has been successfully completed and accepted in September 2025.

City Hall Renovation Project Phase I: This Design-Build project demolished the existing one-story Fire Administration Building located at 17001 Upland Avenue to construct a new two-story municipal building with first tier parking structure and second tier office spaces. The Design-Build work began in November 2023 and has been successfully completed and accepted in September 2025.

San Sevaine Trail Segment 2 Phase 1 Improvements: As part of the overall San Sevaine Trail Plan, this project constructed a trail between the Pacific Electric (PE) Trail in Fontana and Banyan Street in the City of Rancho Cucamonga. This approximately 1.25-mile-long segment provided a lighted pedestrian and bicycle path along the Etiwanda Creek/San Sevaine Channels. The entirety of the San Sevaine Trail will be the only major regional north and south multi-user path in San Bernardino County that has the potential to extend to the County Line and ultimately connect to the Santa Ana River Trail. Construction began in

Project Updates – continued

May 2024 and has been successfully completed and accepted in October 2025.

Courtplace Housing Development Project (Infrastructure Improvements): The City was awarded $4M in U.S. Department of Housing and Urban Development (HUD) funding through the Community Project Funding (CDF) Grant. This project includes the construction of the proposed infrastructure improvements to include street, sewer, storm drain, signing & striping, detention basin, retaining wall(s), and backfill of an existing basin to support the future development of an affordable housing project. Construction began in October 2024 and has been successfully completed and accepted in October 2025.

Ramona, Alder, Locust Project: This project constructed sidewalks where none currently exist, filling in the gaps to provide a continuous path of travel for pedestrians along the designated corridors within the project vicinity. Separated bike lanes have been also striped. The improvements will assist in providing Safe Routes to Schools near Alder Middle School, Juniper Elementary School, Locust Elementary School, and Eric Burch High School. Construction has been complete and accepted in May 2025.

Fontana Gap Closure: This project constructed sidewalks where none currently exist, filling in the gaps to provide a continuous path of travel for pedestrians along the designated corridors within the project vicinity. Separated bike lanes will also be striped and Rectangular Rapid Flashing Beacons (RRFB's) will also be installed at designated crosswalks. The improvements will assist in providing Safe Routes to Schools near Citrus Elementary School, Truman Middle School, and Fontana High School. Construction has been complete and accepted in July 2025.

Departmental Activities

City Administration

Economic Development

- Hosted three Small Business Workshops
  - Record Keeping 101
  - Managing Cashflow
  - Planning for Business Growth
- Hosted our 2nd Annual Fontana Business Summit, bringing together business owners, entrepreneurs, and local government.
  - Beyond the Plate: Turning Passion into Profit
    - Event featured food-based business entrepreneurs.
- Continuing to process Fontana Empowerment Loan Fund applications.
  - Awarded eight businesses, funding a total of $340,000.
- Welcomed a new business to the Fontana Family: Sika Corporation.

  Sika chose the location based on key operational advantages, including a highly qualified workforce, cost advantages, and proximity to customers.

Marketing

- Spearheaded the Mayor's Education Coalition (Visionaries, Builders, and Game Changers) – hosting more than 200 students and 2 Pathfinder Day experiences.
  - Entered a contract with Tomorrow's Talent to provide Pathfinder Days, providing students with micro-internship experiences.
- Successfully launched our 3rd season of Podcast - Fontana Unlocked
- Launched Experience Fontana Brand.
- Rebranded KFON to "Fontana Experience Network (FXN)"
- Hosted several Ribbon Cutting Ceremonies:
  - San Sevaine Trail Project Ribbon Cutting
  - South Fontana Dog Park Groundbreaking
  - City Hall East Annex Topping off Ceremony

Departmental Activities - continued

Human Resources

- Over 1,900 visitors checked-in the Human Resources department; 23% of the visitors interviewed for a job vacancy and 22% of the visitors completed their new hire packets.
- Processed over 287 job requisitions to fill departmental staff vacancies.
- Received and processed over 21,000 applications from our online application system, NeoGov. Over 47% of the applicants identified as female and over 60% of the applicants identified as Hispanic.
- Hired approximately 80 Full-Time and 220 Part-Time new employees.
- Successfully promoted 48 Full-Time and 67 Part-Time employees.
- Updated Executive Management Benefits Schedule.
- Updated Management/Confidential Compensation & Benefits Resolution.
- Successfully completed labor negotiations with five (5) labor groups; Teamsters Local 1932 – City Hall and Public Works Units, Police Benefits Association, Police Management Association, and Police Officers Association.
- Hosted the Annual New Employee Mixer where there was a total of 70 employees in attendance.
- Held the Annual Employee Benefit Fair with over 280 participating employees.
- Completed 6th Open Enrollment online through Employee Self-Service (ESS) portal.
- Hosted the Annual Employee Benefit Fair with participation from over 280 employees.
- Transitioned Disability Insurance to The Hartford, providing employees with a lower rate and shorter elimination period.
- Implemented the 2026 pre-election process for employee leave cash-out.
- Processed more than 7,000 benefit changes in Benefit Bridge, including over 6,000 employee updates and 1,000 dependent updates.
- Established a new preferred education partnership with Claremont Lincoln University, offering employee tuition discounts and scholarship opportunities ranging from 50% to full tuition.
- Completed Annual Policy Review Training to all staff.
    - Administered over 3,400 mandatory trainings via Vector Solutions.
- Completed 16 Liebert Cassidy Whitmore (LCW) in-person and webinar-based trainings for employees.
- Recognized 91 employees at Annual Service Awards ceremony (5 to 35 years of continuous service).
- Continued to maintain a presence through diversity advertising platforms to enhance and diversify the applicant pool that yielded over 9,748 job views.

Departmental Activities - continued

- Continued working in collaboration with the Police Department. Recruited, hired/promoted, and onboarded 21 police officers.
- Facilitated in 12 After School Para-Professional testing events at the Fontana Adult School with over 100 attendees.
- In collaboration with the Community Services Department, conducted two (2) workshops on "Becoming a Seasonal Employee – Application and Resume Process".
- Reviewed and updated Position Control in Tyler Munis (HRIS) for budget purposes by removing over 100 duplicate records and inactivating unused Position Control Numbers.
- Updated default pay codes and deduction codes in Tyler Munis (HRIS) for over 300 job classifications.
- Conducted approximately 25 job description and compensation reviews.
- Completed approximately 35 requests for organizational changes.
- Successfully conducted over 29 written examinations and tested approximately 3,200 applicants via online exam platform, eSkill.
- Processed approximately 600 employment verifications and Police Applicant Status Reference Checks.
- In accordance with the Federal Motor Carrier Safety Administration, successfully completed annual random controlled substance and alcohol testing for Commercial Motor Vehicle drivers.
- Successfully completed annual CHP audit and conducted annual Clearinghouse queries for over 50 Commercial Motor Vehicle drivers.
- Processed more than 2,300 personnel action items which represented about 23% increase from 2024. In addition, executed over 1,600 mass salary changes in Tyler Munis (HRIS).
- Notable managerial vacancies that were recruited, hired, and onboarded:
    - Accounting Manager
    - Dispatch Manager
    - Environmental Compliance Manager
    - Revenue Operations Manager
    - Environmental Compliance Supervisor
    - Public Works Supervisor
    - Accounting Supervisor
    - Dispatch Supervisor
    - Payroll Supervisor
    - Classification/Compensation Analyst

Departmental Activities - continued

  - Human Resources Analyst/Police Liaison
  - Maintenance Assistants (2), in partnership with Symba
- Successfully completed the Rideshare Rule 2202 Annual Plan timely.
- Welcomed 21 new members to the Rideshare program.

Risk Management

- Safety Committee met monthly and conducted six (6) meetings.
- Successfully collected $135,350 in subrogation payments for restitution of City property damage.
- Conducted two (2) General Liability Claim Reviews and one (2) Worker's Compensation Claim Review.
- Conducted three (8) Interactive Process Meetings.
- Reviewed and approved 40 Surety Bonds.
- Received and processed 44 new Worker's Compensation claims.
- Received and processed 184 new General Liability injury claims.
- Received 256 new Incident Reports.
- Sold 265 Certificate of Insurance (COI)'s.
- Completed 10 Ergonomic Assessments for City employees to prevent injuries and assist with overall wellness.
- Administered 11 monthly safety trainings via TargetSolutions, resulting in 2,230 training completions.
  - Heat Illness, Driver Safety, Back Injury, General Construction, Fall Protection, Ladder, Confined Space, Bloodborne Pathogens, Electrical Safety Awareness, Asbestos Awareness. Hazard Communication, Lock-Out/Tag-Out, Trenching & Shoring, Anti-Harassment, Child Abuse Mandated Reporter, Personal Protective Equipment and Workplace Violence.

City Clerk

- Processed and completed 1760 Public Records Requests within 10 days.
- Posted 55 agendas (Council & Committees).
- Indexed and scanned a total of 58,432 pages.
- Processed 142 Resolutions and 24 Ordinances.
- Presented 45 Proclamations and 1020 certificates.

Departmental Activities - continued

- Processed 155 Claims for Damages
- Implement Wordly AI translation software!
- Completed a comprehensive City Clerk Procedures Manual that documents step-by-step workflows for all City Clerk operations.

Community Services

Fontana Expanded Learning Program (FELP)

- After a successful Request for Proposal (RFP) process, the City of Fontana entered a new contract with the Fontana Unified School District (FUSD) to continue as the Fontana Expanded Learning Program (FELP)* provider for 33 elementary and middle school sites. *This program has served more than 3,279 registered youth at 33 sites between July and December, including the reduction of the program waitlist by 85% with 397 applications.
- FELP hosted a Summer Staff Development workshop for 179 staff members. Participating staff received training that focused on Special Education classroom management, building community, managing environments, safety, social-emotional learning, and enrichment lessons/programming.
- FELP hosted "Lights on Afterschool", a nationwide event to raise awareness for the importance of after-school programs, at 33 school sites.
- FELP hosted 33 Winter Celebration events/activities in December 2025.
- FELP has implemented Mary Vagle Nature Center, LEAP (Lead Education and Art Program), and Healthy Fontana Curriculums at 33 school sites.

Mayor's Youth Advisory Council (MYAC)

- The council has 62 active members.
- Council has hosted 10 meetings (5 general meetings and 5 special presentations) between July and December.
- MYAC hosted a Strategic Planning meeting in collaboration with Mayor Warren.
- MYAC members held a team-building activity at CSUSB Leadership Rope Course in October.
- MYAC members have completed over 800 hours of community service.

Cultural Arts

- For the current fiscal year, the Arts Depot Gallery has hosted three (3) Artist Showcases with more than 415 attendees and artwork provided by local artists.

Departmental Activities - continued

- Hosted 26 recreational classes at the Art Depot Gallery, including Drawing 101 and Painting for Beginners classes for approximately 220 registered participants and an attendance of 440 for all class sessions.
- The Art Depot Gallery hosted ten (10) Youth Paint Nights, six (6) Little Tyke Paint Nights, six (6) Adult & Teen Paint Nights, four (4) DIY Artistry workshops, three (3) Artist Showcase Workshops, and 165 in-person Imagination Studio/SNAP appointments for approximately 547 participants.
- Fontana Arts Camp ran for five (5) weeks in the month of July and August with 149 enrolled participants.
- Fontana Arts participated in fourteen (14) Outreach Events throughout the City of Fontana, during of which 2,051 community members participated in visual art activities and crafts or received art kits to complete at home.
- Fontana Arts hosted La Gran Fiesta: A Hispanic Heritage Month Celebration. This year's event celebrated art, music, dance, and culture with more than 2,000 community members in attendance.
- The Cultural Arts Team is thrilled to celebrate the growth of the Dia De Los Muertos event. Held at Southridge Park, more than 525 attendees participated in various art activities, including a community ofrenda, live entertainment, including a mariachi band, face painting, art projects, and art, food booths, and the city's first ever Catrina Pageant.
- The Youth Community Theater's Fall production was the classic play Alice in Wonderland, Jr. It was performed by 64 community youth ages 7-18, and 1,213 tickets were sold.
- Held in the Lewis Library from July - December, Fontana's Adventures in Art program hosted over 180 attendees who got to create and take-home various crafts and learn new artistic skills.
- Steelworkers Auditorium & The Art Depot Gallery hosted over 30 rentals combined, both internal city rentals and external resident rentals.

Marketing and Communications

- Marketing Cloud is the online platform that the Marketing Team utilized for digital communications with newsletters, press releases, and updates going out to more than 38,000 subscribers.
- Distributed 37 news announcements including the CSD monthly electronic newsletter and Healthy Fontana updates and notifications.
- Distributed 18 press releases notifying the public of City's Community Services Department programs, events, services, and facilities.
- Produced over 711 Community Services Department related posts with over 2.3 million impressions.
- Across all three social media channels (Facebook, Instagram, and X), the City of Fontana has a total subscriber/follower count of 71,179.

Departmental Activities - continued

  - This new follower count is an increase of 19.8% from this time last year.
- Marketing Team produced more video posts with a 400% increase from 31 video posts in 2024 to 155 video posts in 2025.
  - This resulted in an increase in video views by 91,691.
- Promoted 20 campaigns for the following events: Summer VIP Campaign, Summer Concerts, 4th of July, Car Shows, Family Fun Nights, Fresh, Fit, & Fun Fair, Farmers' Markets, Garden Workshops, Open Enrollment Health Fair, Hispanic Heritage Festival, Día De Los Muertos, Alice In Wonderland, Jr., Fontana Walks!, Community Services Department Summer Hiring, Spring Street Night Market, Halloween Festivities, Veterans Day Celebration & Writing Contest, and Winter activities (Festival of Winter, Christmas Parade, and Tree Lighting Ceremony).

Aquatics

- 3,632 swim lessons conducted at Don Day Pool, Heritage Pool, Miller Pool, and Fontana Park Aquatic Center.
- 25,110 recreational Swim participants swam at Don Day Pool, Martin Tudor Splash Park, Miller Pool, Heritage Pool and Fontana Park Aquatic Center
- 6,822 participants in Drop-In fitness programs such as Aqua Aerobics and Lap Swim at Don Day Pool, Miller Pool, and Fontana Park Aquatic Center.

Sports: Pee Wee/Youth/Athletic Fields

- Pee Wee Sports – 640 participants
  - 1 season of T-Ball at Hunter's Ridge Park and Southridge Park.
  - 1 season of Soccer at Central City Park and South Fontana Park.
- Youth Sports – 805 participants
  - 2 seasons of Basketball at Jessie Turner Gymnasium.
  - 1 season of Roller Hockey at the Fontana Park Sports Pavilion.
  - 1 season of Middle School Volleyball.
- Athletic Fields
  - 8,334 ball field permits.
  - 34,755 hours allocated.

Departmental Activities - continued

Special Events

- Two (2) Fontana Car Shows with over 500 people in attendance at each event.
- Five (5) Summer Concerts were held every Thursday night from July 10th – August 7th. Each week over 2,800 community members danced the night away to various bands.
- One (1) Family Fun Night was held with over 200 members who enjoyed this family-friendly event that concluded with a movie under the stars.
- Spring Street Night Markets were held in July and November in the heart of downtown Fontana. About 3,000 community members attended to enjoyed music, live entertainment, graffiti art, inflatable jumpers, crafts, and a beer and wine garden. The November Night Market featured a partnership with the Fontana Expanded Learning Program, where students in the program had the opportunity to display their talents as DJs.
- The Annual Tree Lighting Ceremony took place in front of City Hall with over 300 community members in attendance.
- The Fontana Christmas Parade had over 6,000 spectators that enjoyed the event.
- Over 6,000 residents joined in the holiday fun at the Festival of Winter held on December 13th.
- Twelve (12) Co-Sponsorships served over 16,365 residents in the community from July through December.

Mary Vagle Nature Center

- As a field trip destination, the Nature Center provided educational programming for 763 students from 12 local schools.
- The Nature Center hosted Public Lands Day, with over 100 community volunteers planting California native plants throughout the park.
- The Nature Center provided educational programs for approximately 5,500 students at 71 FUSD schools through the FELP program, visiting each site twice with different science-related programming.
- The Nature Center hosted a 5-week Summer camp in July, with 40 students attending each week.
- The Nature Center partnered with the Girl Scouts of San Gorgonio Central Region Service Unit for a “Girls Gone Green” volunteer day focused on beautification and invasive plant removal.

Departmental Activities - continued

Healthy Fontana

- Over 2,300 youth received nutrition and physical education through Summer Camp and after-school programming.
- Participated in over 15 outreach programs including Summer Camp, Fontana Expanded Learning Program (FELP) collaboration presentations, Farmers' Markets, and Community Events.
- Hosted the Second Annual "Fresh, Fit & Fun Fair" at Fontana Park with ~1,500 attendees and over 70 vendors representing medical organizations, County agencies, educational institutions, non-profits, and local businesses.
- Distributed six (6) monthly electronic newsletters to an average of over 34,000 recipients each month, including part-time and full-time employees, City Council, Commissioners, and the public at large.
- Fontana Walks accumulated over 27 billion steps with over 4,400 registered human and pet participants since inception in 2017.
- Initiated "From Garden to Table: Fontana Flavor Academy" programming with free cooking classes, demos, and garden workshops funded by Kaiser Permanente.

Senior Services

- 19,630 meals prepared and distributed to senior community members.
- 8,003 senior enrollments in various programs, classes, and events.
- 3,235 senior volunteer hours poured into assisting with senior programming, saving the city an estimated $129,852.90.

Neighborhood and Community Centers

- Provided Summer Camp to 1,855 campers.
- The Neighborhood & Specialty Community Centers have attracted 10,113 registered participants during 143 unique class types provided.
- The Neighborhood Community Centers had a combined total of 577 private rentals, 224 internal rentals, and 54 co-sponsored rentals.
- “Above the Limits”, the City’s special needs program, had 9 events with 875 attending.
- Halloween events such as “Trick-or-Treat Alley,” offered at the Don Day, Cypress, and Jessie Turner Community Centers and “Halloween Howl” hosted at Jessie Turner had a great turnout with a total attendance of 6,250 people.
- 857 enrollees in the Tiny Tot Program at Don Day, Heritage, and Jessie Turner Community Centers for age group 3 to 5-year-olds.

Departmental Activities - continued

Innovation & Technology

Tech-Ready Events: Jack Bulik Multipurpose Room AV

- The IT Department equipped the Jack Bulik Sports Center's 3,028-square-foot Multipurpose Room with a permanent, state-of-the-art audio-visual system designed for everyday reliability and ease of use. An integrated control system puts clear sound, crisp video, and computer-based presentations at staff's fingertips—so source selection, presentation switching, and audio levels are simple and consistent at every event. The system also extends audio to the outdoor courtyard, enabling smooth indoor-outdoor gatherings for community celebrations, ceremonies, and public workshops without the hassles of ad-hoc rentals.
- The new system allows the Center to offer more affordable, professional-quality experiences for residents and local organizations. The result is a modern, flexible venue that elevates everything from youth programs to city presentations, strengthening access, inclusion, and pride in Fontana with every event.

Next-Gen Policing: 5G Connectivity + Modern MDCs

- The IT Department modernized patrol-vehicle technology by replacing every Mobile Data Computer (MDC) and upgrading to 5G-capable antennas, giving officers faster, more reliable access to critical systems in the field. With quicker start-up and high-bandwidth connectivity, MDCs now handle computer-aided dispatch, real-time mapping/AVL, records searches, and digital report writing without lag—whether officers are downtown, on the outskirts of the city, or supporting regional incidents. The 5G antenna upgrade improves coverage and throughput, reduces dropouts, and supports future applications like live data sharing and video when needed.
- Behind the scenes, this project strengthens safety, resilience, and stewardship. Standardized, warrantied MDCs reduce downtime and maintenance costs; modern power management protects vehicle batteries; and centralized device management keeps software current and secure. Encrypted connections and CJIS-aligned controls safeguard sensitive data, while the 5G platform positions the department to interoperate more smoothly during emergencies and special events. The net result: faster response, clearer situational awareness, and more officer time spent in neighborhoods—delivering better service and confidence for Fontana residents.

Smarter Services Through Data Analytics

- Over the past year, the city launched a data analytics initiative that turns day-to-day operations into clear, actionable insights. Working side-by-side with departments, the IT team built internal dashboards with key performance indicators that illuminate trends in service delivery, program

Departmental Activities - continued

participation, project timelines, and resource use. Staff and leadership can now see what's working, spot issues sooner, and make timely, data-informed decisions that improve resident services and steward public funds responsibly.

- Behind the scenes, we established a modern analytics platform and connected it to our enterprise systems so information flows in automatically—dramatically reducing duplicate data entry and improving consistency. As a result, teams spend less time compiling reports and more time serving the community. The foundation we laid this year sets us up to expand dashboards citywide, deepen transparency, and measure progress toward the goals that matter most to Fontana.

Built to Work: East Annex Tech Rollout

- To bring the East Annex online this Fall, the IT Department delivered a full, end-to-end technology rollout built on groundwork laid over the last year. Standards for networks, devices, and AV were set; procurement and staging were sequenced months in advance; and pilot rooms were used to refine configurations before building-wide deployment. On day one, staff will step into a fully connected workspace: secure network and Wi-Fi, imaged workstations tied to single sign-on, modern conference-room AV that "just works," copy/print devices sized for real demand, digital information displays for marketing, and a streamlined lobby management system for check-ins—seamlessly integrated with cameras and badge access for a safer, smoother experience.
- Operationally, the East Annex benefits from a platform approach: standardized hardware and software images, centralized device management for rapid updates, remote monitoring to spot issues early, and resilient network design to minimize downtime. Coordinated vendor installs, cutover rehearsals, and hands-on staff orientations mean meetings start on time, and support needs drop. The result is a consistent, professional technology environment from the first day the doors open—turning the East Annex into a ready-to-work hub that helps teams serve residents more efficiently and grows with the City's future needs.

Safer Spaces, Smarter Tech

- To support high-use public spaces, the IT Department partnered on three infrastructure projects—the Path (formerly Sure Stay Hotel), the East Parking Lot, and Downtown Parking Lots—handling technology design, procurement, installation, and ongoing administration. At the Path, we delivered reliable internet connectivity and security cameras to support onsite services and safety. The East Parking Lot now features integrated security cameras and badge access to better manage entry and protect staff and visitors. Downtown parking areas are slated to receive new camera coverage as well, expanding visibility and deterrence in busy corridors.

Departmental Activities - continued

- By standardizing equipment and coordinating closely with facility teams, we ensured each site has dependable, easy-to-operate technology that can be monitored and supported citywide. The result is safer, more connected locations, quicker issue resolution, and a consistent experience for residents and staff—technology that quietly does its job so these spaces can do theirs.

Finance

- Brought in $135,000 in additional Business License Revenue through the HDL Compliance program.
- Processed over 1,800 passport applications.
- Received GFOA Award of Financial Reporting Achievement for the 2024 Annual Comprehensive Financial Report.
- Annual Street Report Issued timely.
- Increased Annual Trainings to departments to include trainings on Journal entries, Wire Processing, Capital Assets, Inventory, and Cash Handling Procedures
- Annual Comprehensive Financial Report completed as scheduled On Time.
- Timely Year End Closing.
- Reviewed, verified, and posted 287 budget adjustments.
    - 252 budget transfers, 35 Adopted/Quarterly adjustments.
    - 64 operating, 223 project related adjustments.
- Reviewed, reported, and posted 120 Q1 budget requests.
- Received GFOA Award for FY25-26 & FY26-27 Budget Book.
- Received CSMFO Award for FY25-26 & FY26-27 Operating Budget Book.
- Received CSMFO Award for FY25-26 thru FY31-32 Capital Improvement Program.
- Processed 925 Purchase Orders.
- Processed 409 Contracts.
- Processed 67 Bids.

Departmental Activities - continued

Development Services

The Development Services Organization consistently strives to provide a high level of customer service. The organization is committed to partnering with residents, developers, and interdepartmentally to ensure successful development throughout the City of Fontana.

Building and Safety

- Issued 219 permits for single family dwellings, 12 multiple family dwelling permits and 1,872 total permits overall.
- Reviewed and processed 1,151 plan checks in the first half of the fiscal year: including new as well as subsequent submittals.
- Performed 18,472 inspections on residential, commercial, and industrial projects.
- Issued 2 commercial building permits at 3,460 square feet and a total valuation of $536,929.43.
- Assisted over 2,769 Building and Safety customers at the public counter.

Code Compliance

- Responded to 2,679 code compliance cases and closed a total of 1,326 code compliance cases.
- Billed a total of $134,604 and recovered a total of $25,651 in code compliance cases.
- Opened 1,352 weed/rubbish abatement cases.
- Billed a total of $173,506 and recovered a total of 44,756 for weed abatement cases.
- Current active zoning cases 1,705.
- Issued 154-yard sale permits.

Planning

- Entitled commercial projects totaling 466,570 square feet.
  Notable projects:
  - Westgate Medical Campus project consisting of two four-story buildings totaling 208,000 square feet to be used for medical offices and associated services.
- Entitled 1,645 residential units including 69 Single-Family units and 1,576 multi-Family units
  Notable residential projects:

Departmental Activities - continued

  - Ventana Planning Area 3 residential project consisting of 219 condominium units with amenities that include a recreation center with a fitness room, a pool, picnic areas, a tot lot area, dog park, and barbeque area.
  - Enclave residential project located at Curtis Avenue and Catawba Avenue includes 153 dwellings (84 duplex units and 69 single-family homes) and on-site amenities, including a barbeque area, sport court, and an open lawn area.
  - Walnut Residential Project located between South Highland Avenue and Walnut Avenue, at Knox Avenue and consisting of 393 multi-family residential units.

  Notable mixed-use projects:
  - CityLink project, located at the southwest corner of Citrus Avenue and Arrow Boulevard and consisting of 30 transitional housing units and 10,440 square feet of commercial space.
  - Mahmoudi Foothill project, located at the northeast corner of Foothill Boulevard and Sultana Avenue and consisting of 163 multi-family units and 5,000 square feet of commercial space.
- Ongoing work updating and streamlining the Zoning and Development Code.
- Ongoing training for staff to utilize Accela software program for tracking projects.
- Ongoing planning and environmental support for various city projects.
- Assisted customers during 3,079 phone calls and 2,110 visits to the public counter

Public Works & Engineering

- Trimmed 10,573 trees.
- Removed 137,761 square feet of graffiti city-wide.
- Southridge Park: Completed painting of park amenities, including security light poles, waste containers, benches, drinking fountains, playground equipment, and the restroom building.
- Catawba and Shadow Park: Completed 4,644 square feet of sidewalk repairs.
- Lemon Pepper Park: Completed full replacement of playground rubber surfacing.
- Coyote Canyon Playground: Completed full replacement of playground rubber surfacing.
- Filled approximately 4,680 potholes and replaced/installed 1,477 street signs.
- Repaired 23,611 square feet of sidewalk, 540 linear feet of curb & gutter and mitigated 3,162 trip hazards.

Departmental Activities - continued

- Cleaned 1,966,422 linear feet of sewer mainline (approximately 372 linear miles).
- Conducted 211 commercial and industrial pretreatment inspections and 296 storm water inspections.
- Completed 278 curbside used oil pickups collecting 1,229 gallons of used oil and 427 oil filters.
- Swept 16,500 curb miles of streets.
- Completed Pavement Rehabilitation Project at Merrill Ave between Alder Ave and Maple Ave
- Completed Pavement Rehabilitation Project at Grip Map 47
- Completed Slurry Seal at Grid 19, 20, 26, and 48
- Completed Rubberized Emulsion Aggregate Slurry (REAS) at Village of Heritage, Grid 47 and 54.
- Completed City Sidewalk at Grid 29, 35, 36, and 42.
- Continued Pavement Rehabilitation Project at Sierra Ave between baseline Ave and South Highland Ave
- Continued Pavement Rehabilitation Project at Sierra Ave between Sierra Lakes Pkwy and Summit Ave
- Continued Pavement Rehabilitation Project at Marygold Ave between Sierra Ave and Alder Ave
- Completed construction of Fire Station 81 project.
- Completed construction of the City Hall Renovation Phase 1 Project.
- Completed construction of the San Sevaine Trail, Phase 1 Segment 2 Project.
- Completed construction of the Downtown Parking Structure Project.
- Completed construction of the Ramona Ave, Alder Ave, and Locust Ave Safe Routes to School (SRTS) Project.
- Completed construction of the Active Transportation Program Fontana Gap Closure Project.
- Completed construction of the Courtplace Housing Development Infrastructure Project.
- Completed construction of the Arrow Blvd at Tokay Ave Traffic Signal Project
- Completed construction of the Arrow Blvd at Cypress Ave Traffic Signal Project.
- Completed construction for the Sierra Ave between San Bernardino Ave and Valley Ave Pavement Rehabilitation Project.
- Completed construction for the Village of Heritage North, South, and West Pavement Rehabilitation Project.
- Completed construction for the Fiber Optic to City Facilities Project (ARPA).
- Completed construction for the Fiber Optic to City Parks Project (County ARPA).
- Completed construction of the Metrolink Accessibility Project (SBCTA).
- Substantially completed construction of the Southridge Dog Park Projects.

Departmental Activities - continued

- Substantially completed the First Responders Memorial Monument Project.
- Completed Design and began bidding and construction phase for Fire Station 80 Training Center Project.
- Completed Design and Architecture phase and began bidding process for the City Hall Renovation Phase 2 Project.
- Completed Design and utility coordination for the Arrow Sewer Main Project.
- Continued construction for the Cypress Storm Drain Project.
- Continued Design for the TMS Upgrade Project (HSIP).
- Continued Design for the Catawba Ave Safe Routes to School Project (TDA Grant).
- Continued Design for the Regional Navigation Center Project.
- Continued Design for the Metrolink Station PD Sub-Station Project.
- Continued Design for the Etiwanda Avenue at Slover Avenue Intersection Widening Project.
- Continued Design for the Sierra Ave at Riverside Ave Traffic signal Project.
- Continued Design for the Baseline at Palmetto Traffic Signal Project.
- Continued Design and utility coordination for Westgate Improvement Project (RAISE Grant).
- Continued Design and environmental for Foothill from Almeria to Hemlock (Malaga Bridge).
- Continued Design for the Honor Roll Memorial Monument Project.
- Began Design phase for the Pickleball Courts Project
- Began Design phase for the STEAM Museum Project in the Lewis Library
- Began construction phase for the Downtown West Parking Structure Project.
- Began construction for the Date Elementary Safe Routes to School Project (ATP).
- Began Design phase for the SCE's Acosta and Firebird circuits undergrounding project

Housing Authority

- The Housing Authority's Housing Rehabilitation Program (HRP) is funded annually with Community Development Block Grant (CDBG) funds. The program is designed to assist low and moderate-income residents of owner-occupied homes, to preserve their housing by making needed repairs and code violation corrections. Assistance is offered as a grant and/or 0% interest, no payment loan. There are currently 47 applicants in various stages of processing. To date, approximately $2.7 million has been spent for current and completed applicants since 2016. A total of 127 residents have successfully obtained assistance through HRP.

Departmental Activities - continued

- The City was awarded $2.8 million from the California Interagency Council on Homeless Family Homelessness Challenge Grant in June 2022. These funds have been utilized to provide continued support for homeless assistance, interim housing activities, and construction of additional units to be used as an interim housing facility for homeless seniors and families with children. The Family Homelessness Grant program has assisted 722 individuals, with 321 individuals transitioning into permanent housing.
- The City was awarded CalHome Program funds from the State of California Housing & Community Development (HCD) in the amount of $500,000. These funds are primarily utilized to assist low-income mobile home and owner-occupied housing residents to preserve their housing by making needed repairs. Assistance is offered as 0% interest, no payment forgivable loan. Since the program launched in February 2023, staff has received 70 applications and approved 66 to move forward with repairs.
- Received $4.4 million through the U.S. Department of Housing and Urban Development's Lead Hazard Reduction Grant & Healthy Homes Supplemental Grant Programs. This comprehensive program is designed to identify and control lead-based paint hazards in eligible privately-owned rental or owner-occupied housing populations. This program was launched on October 28, 2024, with a large interest.
  A total of 65 applications were requested and 57 applications were mailed out after eligibility pre-screening. At this time, there are 3 applications in progress and 2 completed projects, with an additional 3 properties that commenced in the program but were deemed no longer eligible once hazardous testing results returned.
- The City was awarded $1.5 million in Healthy Homes Production Grant funding. This program takes a comprehensive approach to address housing-related hazards including electrical issues, mold, water intrusion, lead paint, allergens, asthma, carbon monoxide, home safety, pesticides, and radon. This program will be available to low-income renters and homeowners to maximize the number of vulnerable residents protected from housing-related environmental health and safety hazards. It is anticipated that this program will launch in the Spring of 2026.
- In January 2025, the City was awarded $2 million in grant funding to stablish the Older Adult Home Modification Program, designed to enhance the safety and functionality of homes for eligible low-income senior homeowners and renters aged 62 and older. The program aims to improve overall safety, increase accessibility, and support residents' ability to maintain independence, empowering them to age in place successfully. This program is also anticipated to be launched in Spring 2026.
- Since 2023, the City receives funding to address future opioid remediation. In 2025, the City launched a mobile opioid outreach team that conducts daily community outreach to engage the most vulnerable populations impacted by opioid and substance use disorders. The team supports individuals by offering engagement, peer support, case management, and service connection. The team also supports participants at The Path interim housing site to promote stabilization and recovery.

Departmental Activities - continued

- The City was awarded $1.7 million from the San Bernardino Council Continuum of Care (CoC) board under the Housing and Homelessness Incentive Program (HHIP). The program aims to support individuals in permanent supportive housing, project is currently pending approval from Inland Empire Health Plan (IEHP).

Police Department

- Awarded 2024 Edward Byrne Memorial of Justice Assistance Grant (JAG) in the amount of $45,317
- Awarded 2024 Homeland Security Grant Program (HSGP) $57,927
- Applied 2025 Homeland Security Grant Program (HSGP) $49,499
- Applied 2026 Office of Traffic Safety (OTS) Grant in the amount of $335,000
- Awarded 2026 Office of Traffic Safety (OTS) Grant in the amount of $335,000
- Applied 2026 Alcoholic Beverage Control Grant (ABC) in the amount of $27,080
- Awarded 2026 Alcoholic Beverage Control Grant (ABC) in the amount of $27,080

Summary of Proposed General Fund Adjustments

The Midyear Budget Report recommends the following General Fund budget adjustments:

		Fund Balance Impact	
		Revenues	Expenditures
Adjust revenue estimates to reflect midyear collections:			
Increase to Transactional Use Tax		862,600	
Increase to Property Tax		1,742,520	
Increase to Interest and Rentals		1,168,195	
Increase to Miscellaneous Revenue		20,000	
Increase to Reimbursables		10,082	
		$ 3,803,397	
Personnel adjustments (One-Time):			
Human Resources	Decrease part-time for new Human Resources Technician		(30,250)
Community Services	Move appropriations to GF from Fund #386 for PC#24052		69,800
Police	One-time bonus related to contract negotiations		431,163
Police	Dispatch signing bonus		50,000
			$ 520,713
Personnel adjustments (Recurring):			
Citywide	Cafeteria plan/health cost increases (six months)		269,630
City Administration	Decrease part-time for adoption of full-time personnel		(139,490)
City Administration	New Business Development Coordinator position		27,850
Human Resources	New Human Resources Technician position		30,250
Innovation & Technology	Eliminate IT System Technician position		(99,230)
Innovation & Technology	New Senior Business Analyst position		46,710
Finance	Reclass Account Clerk I to Accounting Tech		2,610
Police	FY25/26 PMA contract negotiations		545,682
			$ 684,012
Offsetting adjustments:			
To: City Clerk, Finance	Transfer legal appropriations		465,000
From: Human Resources, Admin Svcs, Development Svcs, PW&E, Police	Transfer legal appropriations		(465,000)
Development Services	IEUA water connection		20,000
Development Services	Salary savings for Economic Development position		(120,000)
			$ (100,000)

Summary of Proposed General Fund Adjustments - continued

		Fund Balance Impact	
		Revenues	Expenditures
New requests (one-time):			
City Administration	Decrease video presentation for adopted positions		(40,000)
Finance	Decrease appropriations for Accounting Tech Reclass		(2,610)
Development Services	Hazerdous waste sharps containers		15,000
Building & Safety	ADA consultatnt		217,030
Building & Safety	Plan check services		25,000
Planning	Plan retyping		50,000
Planning	State Housing Element update		300,000
Public Works & Engineering	Equipment rentals		37,700
Public Works & Engineering	Landscape contract increase		13,930
Public Works & Engineering	Damaged property materials		34,500
Public Works & Engineering	Welding equipment		57,300
Public Works & Engineering	Additional plan check services		70,000
Public Works & Engineering	Traffic study and plan check support		35,000
Public Works & Engineering	On-call support		75,000
Public Works & Engineering	Traffic signal cabinets		16,500
Police	Crossing guard contract increase		63,000
Police	FY24/25 San Bernardino Anuman Shelter contract		77,040
Police	CCTV surveillance systems lease		60,000
Police	Narcotics vehicle (3) operations & maintanance		23,865
Police	Radio purchase and maintenance		3,900
Police	SWAT paging system		15,000
Police	CLETS direct network fees		10,000
Police	Microfiche scanning		163,000
			$ 1,320,155
New requests (recurring):			
Building & Safety	Grafitti abatement contract		100,000
Public Works & Engineering	Painting contract		26,000
Police	FY25/26 San Bernardino Anuman Shelter contract		50,000
			$ 176,000
		$ 3,803,397	**$ 2,600,880**

Summary of Proposed General Fund Adjustments - continued

		Fund Balance Impact	
		Revenues	Expenditures
Transfers:	To Fund #604 for various TUT capital projects		862,600
	To Fund #720 for SB County Downtown grant 25% City match		50,000
	To Fund #720 for Soundbox Group		120,000
	To Fund #751 for reimbursed vehicle repairs		10,082
Reserves:	Fund balance, beginning of year		159,835
		$ 3,803,397	$ 3,803,397

Although budget adjustments are recommended across all City funds, the emphasis of the Midyear Budget Report is directed at the General Fund. The General Fund provides most of the services commonly associated with government (public safety, recreation, parks, building and planning). This report concentrates on budget trends and issues that impact the delivery of services.

General Fund Revenues

Revenues continue to be monitored on a monthly basis. Staff recommends a net increase in revenues of $3,803,397 as part of the Midyear Budget Status Report. See page 62 for details of the revenue adjustments.

Revenue Source	Adopted Budget	Current Budget Before Adjustments	Received as of 12/31/2025	Percent of Current Budget Received	Recommended Midyear Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Received
Sales Tax	$ 54,914,670	$ 54,914,670	$ 17,900,942	32.60%	$ -	$ 54,914,670	32.60%
Transactional Use Tax	42,740,750	42,740,750	16,371,124	38.30%	862,600	43,603,350	37.55%
Property Tax	46,948,270	46,948,270	6,029,319	12.84%	1,742,520	48,690,790	12.38%
Interest and Rentals	4,013,580	4,080,780	(705,763)	-17.29%	1,168,195	5,248,975	-13.45%
Franchises	10,828,300	10,828,300	1,700,435	15.70%	-	10,828,300	15.70%
Business Related	11,260,870	11,260,870	4,388,981	38.98%	-	11,260,870	38.98%
Development Related	9,599,490	9,599,490	3,526,428	36.74%	-	9,599,490	36.74%
Recreation	4,220,670	4,220,670	2,007,502	47.56%	-	4,220,670	47.56%
Motor Vehicle in-Lieu	250,000	250,000	327,519	131.01%	-	250,000	131.01%
Miscellaneous Revenues	2,034,740	2,084,740	710,990	34.10%	20,000	2,104,740	33.78%
Reimbursables	1,794,870	1,797,004	1,690,245	94.06%	10,082	1,807,086	93.53%
From Other Agencies	9,390,310	9,390,310	4,570,155	48.67%	-	9,390,310	48.67%
Total General Fund	**$ 197,996,520**	**$ 198,115,854**	**$ 58,517,876**	**29.54%**	**$ 3,803,397**	**$ 201,919,251**	**28.98%**

NOTE: Property Tax in-lieu of VLF collections are lagging due to the State's distribution which provides for lump-sum payments in January and May. Interest revenue is received starting in October and is followed by a year-end accrual for a full twelve months of interest. A large number of Business Licenses are renewable in December. A large share of Franchise revenues is received annually in the month of April. **When adjusted for these anomalies, the percent of recommended budget received is 37.81%.**

General Fund Expenditures

General Fund expenditures for Midyear are on track and within budget. Staff recommends a net increase in appropriations of $2,600,880. See page 62 for details of the expenditure adjustments.

Department	Adopted Budget	Current Budget Before Adjustments	Spent as of 12/31/2025	Percent of Current Budget Spent	Recommended Midyear Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Spent
City Administration	$ 4,817,820	$ 4,952,096	$ 1,543,816	31.18%	(160,024)	$ 4,792,072	32.22%
Human Resources	2,397,360	2,397,360	743,717	31.02%	(143,240)	2,254,120	32.99%
Administrative Services	884,080	884,080	261,299	29.56%	(40,764)	843,316	30.98%
City Clerk	1,040,820	1,195,870	725,639	60.68%	417,302	1,613,172	44.98%
Community Services	15,876,460	15,876,460	6,886,942	43.38%	80,135	15,956,595	43.16%
Innovation & Technology	5,405,410	5,306,346	2,426,070	45.72%	(18,622)	5,287,724	45.88%
Finance	6,053,080	6,462,473	2,384,025	36.89%	48,968	6,511,441	36.61%
Development Services	6,489,730	6,721,314	1,479,309	22.01%	(244,236)	6,477,078	22.84%
Building and Safety	4,798,280	4,817,780	2,042,994	42.41%	346,649	5,164,429	39.56%
Planning	3,709,460	4,029,460	1,490,779	37.00%	370,764	4,400,224	33.88%
Public Works & Engineering	17,018,050	17,593,935	6,952,447	39.52%	365,489	17,959,424	38.71%
Police	85,267,660	88,874,287	40,701,497	45.80%	1,578,459	90,452,746	45.00%
Total General Fund	**$ 153,758,210**	**$ 159,111,460**	**$ 67,638,535**	**42.51%**	**$ 2,600,880**	**$ 161,712,340**	**41.83%**

NOTE: The above amounts do not include projects.

Fund Balance Review

The City Council has established an Undesignated General Fund Balance goal of 25% of adopted recurring annual appropriations. The Midyear Report recommendations maintain this balance. The City's Undesignated General Fund Balance represents the available resources to provide funding for future contingencies such as earthquakes, economic fluctuations, major infrastructure repairs and investment in capital for improved productivity and efficiencies.

There are no Fund Balance Reserves adjustments included in the Midyear Budget Report.

Fund Balance Reserves After Adjustments

25% Contingency Reserve	**$39,794,070**
Animal Shelter JPA Reserve	**$582,570**
Operating Contingencies Reserve	**$3,000,000**
Future Projects and Reserves	**$4,494,226**
PERS Rate Stability Reserve	**$14,355,753**
Unappropriated Fund Balance	**$0**
Total	**$62,226,619**

Organizational Changes

Quarterly Budget Reports are routinely used to recommend organizational and/or personnel changes within a fiscal year. Upon approval, the total recurring costs for these organizational changes will be added to the department's target numbers. The changes have been reviewed by Human Resources and comply with City personnel rules.

The following organizational changes are recommended as part of the Midyear Budget Status Report:

Department	Position Number	Action	Description	General Fund Impact		Other Funds Impact		Total Impact	
				FY 25/26	Annual	FY 25/26	Annual	FY 25/26	Annual
City Administration		New	Business Development Coordinator	27,850	103,450	-	-	27,850	103,450
City Administration	10020	Title Change	Senior Production Coordinator to Multimedia Production Supervisor	-	-	-	-	-	-
Human Resources		New	Human Resources Technician	30,250	112,340	-	-	30,250	112,340
Innovation & Technology	26031	Eliminate	IT System Technician	(99,230)	(99,230)	-	-	(99,230)	(99,230)
Innovation & Technology		New	Senior Business System Analyst	46,710	173,480	-	-	46,710	173,480
Finance	28006	Reclass	Account Clerk I to Accounting Tech	2,610	9,680	2,400	8,930	5,010	18,610
				$ 8,190	**$ 299,720**	**$ 2,400**	**$ 8,930**	**$ 10,590**	**$ 308,650**

Liability Claims

The City Council has authorized the Director of Human Resources and the City Manager to settle liability claims within specified dollar amounts as follows:

City Manager with the concurrence of the City Attorney	$50,000
Director of Human Resources/Risk Management with concurrence of the City Attorney	$10,000

The City Council has directed staff to report claim settlements as part of each quarterly budget report. There was one liability claim settled during Midyear of Fiscal Year 2025/2026.

Claim Number	Description		Amount
CIVSB2518744	Special City Business	$	120,000
		$	**120,000**

American Rescue Plan Act (ARPA) Expenditure Plan

CITY OF FONTANA

AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN

ESTIMATED AS OF December 31, 2025

Approved Projects by Federal Use Category	Amount	Expended	Available
Public Health & Economic Response	**22,633,152**	**22,382,286**	**250,866**
Fontana Forward Grant Program	190,786	190,786	-
Homelessness Prevention Resources and Care Center	6,442,229	6,360,455	81,774
Leveraged Project: Support Government Employment	9,842,763	9,842,763	-
Metrolink Station Security Cameras	66,411	66,411	-
Park Improvements	3,241,828	3,072,736	169,092
Vaccine Bonus	526,986	526,986	-
Ventilation Upgrade for City Facilities	2,322,150	2,322,150	-
Revenue Loss	**10,000,000**	**9,999,606**	**394**
Parking Structure	10,000,000	9,999,606	394
Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	**51,433**	**51,433**	**-**
Administrative Costs	51,433	51,433	-
Water, Sewer, and Broadband Infrastructure	**16,531,692**	**13,500,916**	**3,030,776**
Cypress Storm Drain Project	7,340,000	4,911,654	2,428,346
Data Security & Threat Detection	157,927	157,927	-
Endpoint Detection & Response Solution	154,806	154,806	-
Fiber to City facilities	1,773,968	1,530,946	243,022
Leveraged Project: Accela	3,406,636	3,406,636	-
Leveraged Project: Fontana 311	2,398,355	2,075,880	322,475
Septic to Sewer	500,000	463,156	36,844
Sewer and Storm Drain Infrastructure Masterplan	375,130	375,130	-
Update Master Infrastructure Plans	424,870	424,781	89
Premium Pay	**1,040,837**	**1,040,837**	**-**
Part-Time Employee Retention	152,936	152,936	-
Public Safety Premium Pay	887,901	887,900	-
Total	**50,257,114**	**46,975,077**	**3,282,036**

Grants Submitted & Awarded

CITY OF FONTANA

GRANTS SUBMITTED & AWARDED

ESTIMATED AS OF December 31, 2025

Department > Grant Name	Funding Source	Fund #	Date	Awarded	Expended	Remaining
Community Services				**57,864,798**	**15,717,584**	**42,147,214**
After School Education and Safety - ASES (2025-2027)	State	385	Jul-24	13,222,206	6,721,943	6,500,263
Extended Learning Program - ELO-P (2025-2027)	State	386	Jul-24	44,642,592	8,995,641	35,646,952
Development Services Admin				**7,056,609**	**3,379,298**	**3,677,310**
Beverage Recycling Grant 2024-2025	State	301	Mar-24	107,324	880	106,444
Catawba SRTS Sidewalk	State	303	Dec-23	396,348	25,254	371,094
City of Fontana Support Local Arts Events	County	720	Apr-25	100,000	52,000	48,000
Emergency Management Performance Grant FY2022	Federal	301	Jul-23	39,853	24,329	15,524
Emergency Rental Assistance	Federal	104	Mar-22	151,415	151,415	-
Oil Payment Program OPP15 2025	State	301	May-25	29,819	-	29,819
Organic Waste SB1383	State	301	May-24	561,790	234,416	327,374
Permanent Local Housing Allocation	State	295	Aug-21	5,670,060	2,891,004	2,779,056
Housing				**35,912,419**	**16,275,188**	**19,637,231**
Calhome Program Grant	State	301	Apr-22	500,000	274,302	225,698
CDBG 2020-2025	Federal	362		14,580,448	10,482,226	4,098,222
Family Homelessness Challenge - Tamarind	State	301	Jul-22	2,726,608	2,416,371	310,237
Healthy Homes Grant (HHPP)	Federal	301	May-25	1,500,000	58,414	1,441,586
HESG 2024-2025	Federal	362		346,709	168,609	178,100
HOME 2018-2025	Federal	363		8,150,454	1,134,137	7,016,317
HomeKey B	State	301	Jun-22	618,200	607,859	10,341
LBP Healthy Home Grant	Federal	301	Dec-23	4,400,000	455,016	3,944,984
Older Adults Grant (OAHMP)	Federal	301	Jan-25	2,000,000	78,253	1,921,747
Prohousing Incentive Program (PIP)	State	301	Jun-24	1,090,000	600,000	490,000

Grants Submitted & Awarded – continued

CITY OF FONTANA

GRANTS SUBMITTED & AWARDED

ESTIMATED AS OF December 31, 2025

Department > Grant Name	Funding Source	Fund #	Date	Awarded	Expended	Remaining
Public Works & Engineering				**31,583,511**	**23,724,140**	**7,859,371**
Alder-Locust-Ramona SRTS	State	301	Jun-23	167,000	154,826	12,174
Alder-Locust-Ramona SRTS	Federal	301	Jun-23	1,746,000	1,632,994	113,006
ARPA - County	Federal	304	Jun-22	3,125,000	2,927,120	197,880
Courtplace Housing Development	Federal	301	Mar-23	4,000,000	3,977,401	22,599
Date Elementary SRTS	State	301	Jul-21	1,790,000	188,961	1,601,039
Downtown - Norma Torres	Federal	301	Mar-24	850,000	180,706	669,294
Downtown Revital - Reyes	State	301	Sep-23	3,000,000	1,237,636	1,762,364
EECBG - Energy Efficiency & Conservation	Federal	301	Sep-24	230,640	229,523	1,117
Fontana SRTS	State	301	Mar-23	1,477,000	1,432,364	44,636
Homelessness Prevention	County	301	Apr-25	500,000	310,046	189,954
Pacific Electric Trail Improvement Project	Federal	301	Mar-23	750,000	522,536	227,464
San Sevaine - CRP	Federal	301	Aug-23	4,221,400	3,936,660	284,740
San Sevaine - MSRC	State	301	Nov-15	500,000	500,000	-
San Sevaine - RTP	Federal	301	May-16	6,560,571	6,460,416	100,155
SMART Grant	Federal	301	Jun-24	2,000,000	2,683	1,997,317
TMS Signal Updates	State	301	Sep-23	665,900	30,269	635,631
Police Department				**3,613,908**	**1,608,791**	**2,005,118**
Alcoholic Beverage Control 2024-2025	State	301		47,591	45,125	2,466
Edward Byrne Memorial JAG 2022-2024	Federal	301		151,942	132,452	19,490
Homeland Security Grant 2022	Federal	301	Dec-23	37,919	35,193	2,726
Officer Wellness and Mental Health Grant Award	State	301	Feb-23	136,204	136,204	-
Selective Traffic Enforcement Program (STEP) 2024 - 2026	Federal	301		1,030,000	703,632	326,368
State COPS AB3229 2023-2026 (other funding source)	State	322		2,210,252	556,185	1,654,068
Total				**136,031,245**	**60,705,000**	**75,326,245**

Transaction Use Tax (TUT) Expenditure Plan

CITY OF FONTANA

TRANSACTION USE TAX (TUT) EXPENDITURE PLAN

ESTIMATED AS OF December 31, 2025

Fund Distribution By Category	Amount	Obligated	Actuals	Available
Facilities	**6,165,250**	**2,095,455**	**243,967**	**3,825,828**
Art Depot Flooring	20,000	-	17,846	2,154
Art Depot HVAC Replacement	49,000	48,087		913
Backflow Device Replacements	150,000	-		150,000
Baseball Field Laser Grading - Bill Martin	85,000	55,138		29,863
DSO Water Heater Replacement	13,000	-	12,860	140
Facility Improvements - Paint	150,000	100,500		49,500
Facility Improvements 25/26 Total $1.5M	594,000	-		594,000
Facility Improvements ORG 60437300	19,720	-		19,720
Fence & Handrail Painting	75,000	131,661		(56,661)
Heritage Center Flooring Replacement	133,000	106,021		26,979
Heritage Center Water Heater Rplcmt	27,000	-	26,780	220
Historical Society Re-roof	4,700	-	9,500	(4,800)
HUD Grant - PE Trail	80,850	-	80,850	-
Jesse Turner Fountain New Q1	22,250	-		22,250
Jessie Turner Center HVAC Replacement	100,000	85,284		14,716
Library HVAC Replacement	30,080	11,886	30,079	(11,885)
Library Water Heater Replacement	12,000	-		12,000
Park Light Pole Painting - Fontana	60,000	-		60,000
Park Restroom Renovation - Fontana	30,000	25,090		4,910
Public Works HVAC Replacement	291,000	-		291,000
Ralph Lewis Park Field Replacement	2,019,150	1,283,838	1,107	734,206
Seville Park Pickle Ball Court	2,000,000	140,730	64,945	1,794,325
Stage Red HVAC and Water Heater Rplcmt	56,500	107,221		(50,721)
Village of Heritage Pools New Q1	143,000	-		143,000

Transaction Use Tax (TUT) Expenditure Plan - continued

CITY OF FONTANA

TRANSACTION USE TAX (TUT) EXPENDITURE PLAN

ESTIMATED AS OF December 31, 2025

Fund Distribution By Category	Amount	Obligated	Actuals	Available
Transportation	**6,631,330**	**154,290**	**2,398,674**	**4,078,366**
2025-26 Pavement Rehabilitation ($7.9M BOND 601)	2,100,000	36,217	1,364,072	699,710
ADA Ramps Upgrade	500,000	16,308	33,652	450,040
Development Reimbursement	3,631,330	-	993,005	2,638,325
Pavement Software Program	150,000	99,710		50,290
Specialty Sign Requests	100,000	-		100,000
Street Maintenance	150,000	2,055	7,945	140,000
Utilities	**339,050**	**284,319**	**-**	**54,731**
Storm Drain Maintenance	339,050	284,319		54,731
Housing / Community Development	**7,900,000**	**-**	**7,700,000**	**200,000**
Aldea Apartments Gap Funding Q1	200,000	-	-	200,000
Aldea Apartments Purchase Q1	7,700,000	-	7,700,000	-
Communications	**105,795**	**-**	**105,758**	**37**
Police Dept Dispatch Radios New Q1	105,795	-	105,758	37
Technology	**500,000**	**-**	**-**	**500,000**
Park Security Camera with Fiber	500,000	-		500,000
Total	**21,641,425**	**2,534,064**	**10,448,399**	**8,658,962**

Treasury Report

City of Fontana
Investment Portfolio Asset Summary
As of December 31, 2025

ASSETS	December 31, 2025					
Asset Allocation	Current Par Value	Total Cost Value	Market Value	Accrued Int/Div	Market Value Plus Accrued	Percent of Total
Advisor-Managed Portfolio						
Cash/Sweep	$ 1,798,011	$ 1,798,011	$ 1,798,011	$ -	$ 1,798,011	0.45%
Money Market	$ -	$ -	$ -	$ -	$ -	0.00%
Total Cash/Sweep	$ 1,798,011	$ 1,798,011	$ 1,798,011	$ -	$ 1,798,011	0.45%
Marketable Securities						
Agency Security	$ 86,216,058	$ 44,322,355	$ 45,485,228	$ 72,326	$ 45,557,554	11.36%
Mortgage Pools	-		-		-	0.00%
CMO & Asset Backed Securities	37,209,985	26,449,282	26,479,427		26,479,427	6.60%
Corporate Bonds	87,410,000	86,916,612	88,466,702	1,148,479	89,615,181	22.34%
Municipal Bonds	-	-	-		-	0.00%
U.S. Treasuries	234,595,000	234,152,548	235,609,617	2,120,750	237,730,367	59.26%
Total Marketable Securities	$ 445,431,043	$ 391,840,797	$ 396,040,974	$ 3,341,555	$ 399,382,529	99.55%
Total Advisor-Managed Portfolio	$ 447,229,054	$ 393,638,808	$ 397,838,985	$ 3,341,555	$ 401,180,540	100.00%
Pooled Investments						
California Class	$ 391,202	$ 391,202	$ 391,202	$ -	$ 391,202	30.56%
Local Agency Investment Fund (LAIF)	$ 888,914	$ 888,914	$ 888,914	$ -	$ 888,914	69.44%
Total Pooled Investments	$ 1,280,116	$ 1,280,116	$ 1,280,116	$ -	$ 1,280,116	100.00%
Deposit Accounts						
Bank of America - General Checking	$ 167,081,113	$ 167,081,113	$ 167,081,113	$ -	$ 167,081,113	99.34%
Bank of America - Veterans	9,050	9,050	9,050	-	9,050	0.01%
Escrow Accounts	273,219	273,219	273,219	29	273,248	0.16%
Petty Cash/Self Insurance	828,393	828,393	828,393	-	828,393	0.49%
Total Deposit Accounts	$ 168,191,775	$ 168,191,775	$ 168,191,775	$ 29	$ 168,191,805	100.00%
Investments Held by Fiscal Agents						
Schwab - 115 Trusts						
OPEB		$ 26,681,316	$ 31,343,106	$ 26,654	$ 31,369,759	12.90%
Pension Stabilization		12,282,894	14,753,769	9,478	14,763,247	6.07%
Other Fiscal Agent Accounts	-	197,013,702	197,013,702	-	197,013,702	81.03%
Total Investments Held by Fiscal Agents	$ -	$ 235,977,912	$ 243,110,577	$ 36,132	$ 243,146,709	100.00%
Total Cash and Investments	$ 616,700,945	$ 799,088,611	$ 810,421,453	$ 3,377,716	$ 813,799,169	

The information presented in this report reflects the data as stated on the official financial statements and records as of the reporting date.

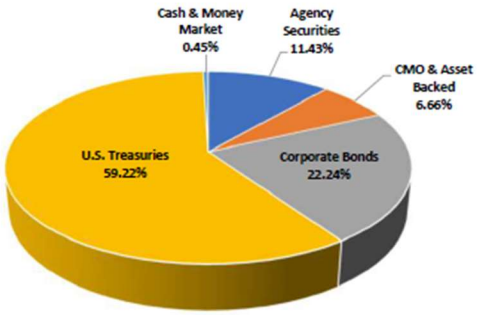
Treasury Report – continued

OPERATING AND 115 TRUST ASSETS SUMMARY

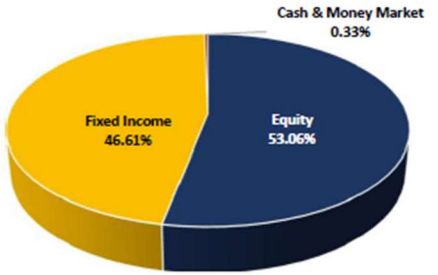
December 31, 2025

Operating Assets - Asset Allocation (BlackRock/Schwab)				
Asset Type	Period Ending Par Value/Shares	Original Cost Basis	Adjusted Cost Basis	Period Ending Market Value
Agency Securities	$ 86,216,058	$ 44,322,360	$ 44,322,355	$ 45,485,228
CMO & Asset Backed	$ 37,209,985	$ 26,449,282	$ 26,449,282	$ 26,479,427
Corporate Bonds	$ 87,410,000	$ 87,000,882	$ 86,916,612	$ 88,466,702
U.S. Treasuries	$ 234,595,000	$ 234,332,790	$ 234,152,548	$ 235,609,617
Cash & Money Market*	$ 1,798,011	$ 1,798,011	$ 1,798,011	$ 1,798,011
Totals	$ 447,229,054	$ 393,903,325	$ 393,638,807	$ 397,838,984

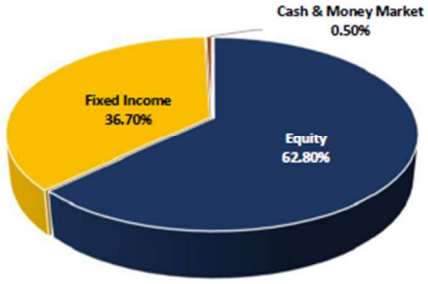
*Includes $0.00 of Money Market assets set aside in a separate Schwab account (sweep from BlackRock account).



Section 115 OPEB Irrevocably Committed Assets - Asset Allocation (Shuster/Schwab)				
Asset Type	Initial Investment	11/30/2025 Value	12/31/2025 Cost Basis	12/31/2025 Value
Equity	$ -	$ 16,470,144	$ 12,412,049	$ 16,631,948
Fixed Income	$ -	$ 14,616,887	$ 14,166,820	$ 14,608,710
Cash & Money Market	$ 23,810,690	$ 79,327	$ 102,448	$ 102,448
Totals	$ 23,810,690	$ 31,166,358	$ 26,681,316	$ 31,343,106



Section 115 Pension Stablization Irrevocably Committed Assets - Asset Allocation (Shuster/Schwab)				
Asset Type	Initial Investment	11/30/2025 Value	12/31/2025 Cost Basis	12/31/2025 Value
Equity	$ -	$ 9,180,042	$ 6,966,295	$ 9,265,184
Fixed Income	$ -	$ 5,417,273	$ 5,242,379	$ 5,414,365
Cash & Money Market	$ 10,800,000	$ 57,304	$ 74,220	$ 74,220
Totals	$ 10,800,000	$ 14,654,619	$ 12,282,894	$ 14,753,769
Combined Totals		**$ 367,863,832**	**$ 432,603,017**	**$ 443,935,859**



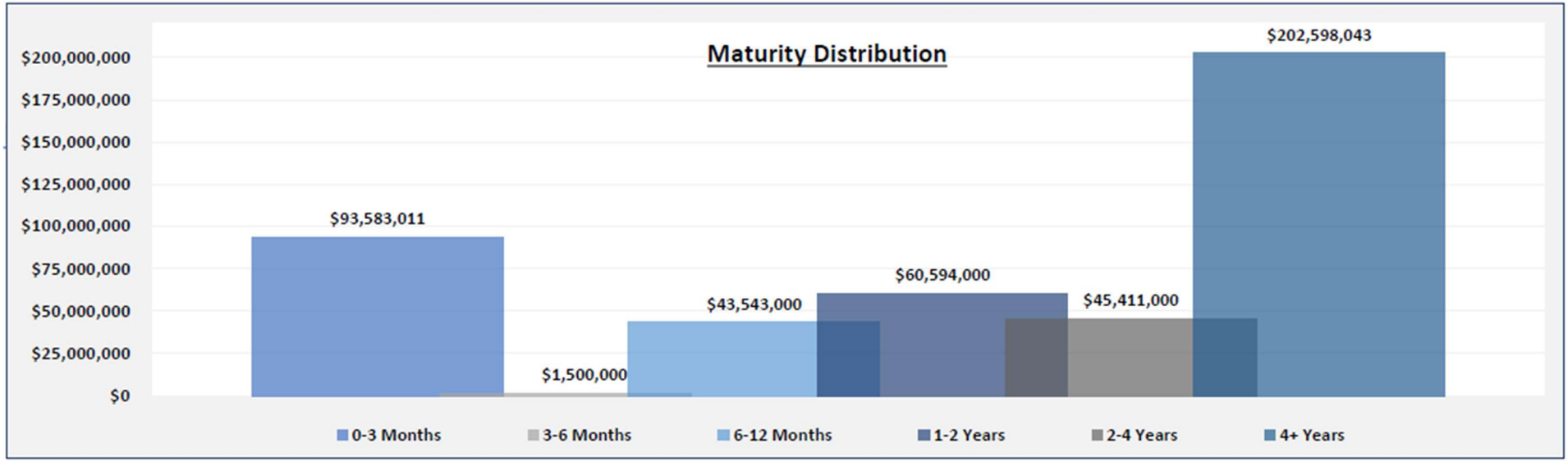
This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Treasury Report – continued

OPERATING ASSETS (SCHWAB) - MATURITY DISTRIBUTION

December 31, 2025

Current Par Value	0-3 Months	3-6 Months	6-12 Months	1-2 Years	2-4 Years	4+ Years
Agency Securities	$ 2,000,000	$ -	$ 4,000,000	$ -	$ 4,000,000	$ 76,216,058
CMO & Asset Backed	$ -	$ -	$ -	$ 1,357,000	$ 13,251,000	$ 22,601,985
Corporate Bonds	$ 8,785,000	$ 1,500,000	$ 4,168,000	$ 16,047,000	$ 28,160,000	$ 28,750,000
U.S. Treasuries	$ 81,000,000	$ -	$ 35,375,000	$ 43,190,000	$ -	$ 75,030,000
Cash & Money Market	$ 1,798,011	$ -	$ -	$ -	$ -	$ -
Totals	**$ 93,583,011**	**$ 1,500,000**	**$ 43,543,000**	**$ 60,594,000**	**$ 45,411,000**	**$ 202,598,043**



This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Treasury Report – continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

December 31, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
Cash & Money Market	Schwab Cash	Cash				0	1,798,010.76	1,798,010.76	-	1,798,010.76	1,798,010.76	1.00
	Total Count:	1				0	1,798,010.76	1,798,010.76	-	1,798,010.76	1,798,010.76	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
Agency Securities	FHLMC 1.5%44	3137H0A40	1.50%	1.62%	4/15/2044	0.65	4,400,000.00	503,089.77	-	503,089.77	489,177.02	98.08
Agency Securities	FHLB 0.6%26	3130AKKS8	0.60%	3.38%	12/30/2026	0.99	2,000,000.00	1,710,085.00	-	1,710,085.00	1,941,260.00	97.06
Agency Securities	FHLB 1%26	3130ALGJ7	1.00%	11.13%	3/23/2026	0.22	1,000,000.00	901,393.00	-	901,393.00	969,209.48	96.92
Agency Securities	FHLB 0.96%26	3130ALHH0	0.96%	2.72%	3/5/2026	0.17	1,000,000.00	917,679.74	-	917,679.74	995,379.00	99.54
Agency Securities	FFCB 4.33%30	3133ER7E5	4.33%	4.21%	3/18/2030	1.21	2,000,000.00	1,999,410.00	-	1,999,410.00	2,009,596.00	100.48
Agency Securities	FFCB 4.58%29	3133ETBK2	4.58%	4.51%	4/2/2029	0.25	2,000,000.00	2,000,010.00	(1.15)	2,000,008.85	2,004,450.00	100.22
Agency Securities	FFCB 4.64%30	3133ETKR7	4.64%	4.55%	6/10/2030	0.44	5,000,000.00	4,990,010.00	-	4,990,010.00	5,017,950.00	100.36
Agency Securities	FEDERAL NTNL MO 0.875%26	3135G06L2	0.88%	3.42%	12/18/2026	0.96	2,000,000.00	1,793,205.00	-	1,793,205.00	1,947,966.00	97.40
Agency Securities	FEDERAL NTNL MORT 4.4%29	3136GAZY4	4.40%	4.23%	12/11/2029	0.94	2,000,000.00	2,000,010.00	(3.94)	2,000,006.06	2,012,220.00	100.61
Agency Securities	FHLMC G18659 3%32	3128MMWV1	3.00%	3.18%	9/1/2032	0.35	744,000.00	81,607.44	-	81,607.44	85,206.69	98.93
Agency Securities	FHLMC SB0032 3.5%32	3132CWA95	3.50%	3.56%	9/1/2032	2.49	3,799,000.00	11,934.41	-	11,934.41	51,464.84	99.62
Agency Securities	FHLMC SB1459 5.5%40	3132CXTQ5	5.50%	5.18%	1/1/2040	3.07	3,500,000.00	3,113,678.85	-	3,113,678.85	3,137,179.56	103.14
Agency Securities	FNMA PL BM5111 3%33	3140J9VD0	3.00%	3.30%	11/1/2033	2.46	4,882,000.00	443,492.03	-	443,492.03	949,635.22	97.89
Agency Securities	FNMA PL CB4524 5%37	3140QQA21	5.00%	4.76%	8/1/2037	3.72	165,000.00	109,871.81	-	109,871.81	107,872.17	102.15
Agency Securities	FNMA PL CB4525 5%37	3140QQA39	5.00%	4.76%	8/1/2037	3.76	149,498.00	73,833.35	-	73,833.35	72,716.42	102.17
Agency Securities	FNMA PL CB4526 5%37	3140QQA47	5.00%	4.78%	9/1/2037	3.56	442,735.00	276,522.90	-	276,522.90	272,258.67	101.97
Agency Securities	FNMA PL CB4508 4.5%37	3140QQAJ4	4.50%	4.44%	8/1/2037	3.81	448,000.00	278,643.20	-	278,643.20	270,763.78	100.52
Agency Securities	FNMA PL CB4509 4.5%37	3140QQAK1	4.50%	4.44%	8/1/2037	3.75	840,624.00	466,282.61	-	466,282.61	453,980.56	100.50
Agency Securities	FNMA PL CB4510 4.5%37	3140QQAL9	4.50%	4.45%	8/1/2037	3.66	483,000.00	278,993.82	-	278,993.82	271,743.61	100.45
Agency Securities	FNMA PL CB4514 4.5%37	3140QQAQ8	4.50%	4.44%	9/1/2037	3.72	728,251.00	409,268.06	-	409,268.06	397,359.75	100.58
Agency Securities	FNMA PL CB4523 5%37	3140QQAZ8	5.00%	4.76%	8/1/2037	3.71	385,141.00	243,855.13	-	243,855.13	238,728.64	102.16
Agency Securities	FNMA PL CB4755 5%37	3140QQH99	5.00%	4.84%	9/1/2037	3.68	486,000.00	304,424.13	-	304,424.13	299,960.71	101.42
Agency Securities	FNMA PL CB4756 5%37	3140QQJA4	5.00%	4.76%	9/1/2037	3.56	271,000.00	133,594.88	-	133,594.88	132,786.78	102.15
Agency Securities	FNMA PL CB4757 5%37	3140QQJB2	5.00%	4.76%	9/1/2037	3.66	457,000.00	250,374.55	-	250,374.55	249,018.08	102.15
Agency Securities	FNMA PL CB4758 5%37	3140QQJC0	5.00%	4.76%	9/1/2037	3.65	312,000.00	165,089.40	-	165,089.40	164,569.90	102.17
Agency Securities	FNMA PL CB4759 5%37	3140QQJD8	5.00%	4.78%	9/1/2037	3.77	315,000.00	164,829.57	-	164,829.57	164,134.74	101.97
Agency Securities	FNMA PL CB4760 5%37	3140QQJE6	5.00%	4.75%	9/1/2037	3.59	632,000.00	373,833.80	-	373,833.80	370,597.55	102.22
Agency Securities	FNMA PL CB5005 5%37	3140QQR31	5.00%	4.75%	10/1/2037	3.68	188,000.00	112,125.23	-	112,125.23	114,260.46	102.22
Agency Securities	FNMA PL CB4990 4.5%37	3140QQRL1	4.50%	4.44%	11/1/2037	3.71	240,312.00	143,500.80	-	143,500.80	146,861.18	100.52
Agency Securities	FNMA PL CB4991 4.5%37	3140QQRM9	4.50%	4.44%	10/1/2037	3.75	125,049.00	62,177.67	-	62,177.67	63,697.99	100.50
Agency Securities	FNMA PL CB4995 4.5%37	3140QQRR8	4.50%	4.44%	10/1/2037	3.59	185,273.00	102,545.91	-	102,545.91	104,946.41	100.58
Agency Securities	FNMA PL FM2743 3%34	3140X6BM2	3.00%	3.31%	2/1/2034	2.55	2,590,000.00	432,284.88	-	432,284.88	446,087.19	97.76
Agency Securities	FNMA PL FM6298 4%38	3140X97L3	4.00%	4.00%	6/1/2038	3.26	1,887,000.00	725,810.06	-	725,810.06	664,831.18	100.02
Agency Securities	FNMA PL FM8952 4%37	3140XC5N4	4.00%	4.14%	12/1/2037	3.07	2,149,000.00	970,474.82	-	970,474.82	877,378.50	98.66
Agency Securities	FNMA PL FS6072 2.5%36	3140XMXA9	2.50%	3.01%	12/1/2036	3.44	843,175.00	521,945.66	-	521,945.66	565,429.07	95.22
Agency Securities	FNMA PL MA0919 3.5%31	31418AAV0	3.50%	3.68%	12/1/2031	2.34	5,269,000.00	216,070.21	-	216,070.21	221,785.96	99.06
Agency Securities	FNMA PL MA0976 3.5%32	31418ACN6	3.50%	3.67%	2/1/2032	2.34	6,180,000.00	292,414.23	-	292,414.23	300,399.98	99.06
Agency Securities	FNMA PL MA1401 3%33	31418ARX8	3.00%	3.52%	4/1/2033	2.89	3,339,000.00	342,891.49	-	342,891.49	350,475.85	96.68
Agency Securities	FNMA PL MA2832 3%36	31418CEE0	3.00%	3.43%	12/1/2036	4.19	1,662,000.00	188,863.19	-	188,863.19	272,064.31	96.12
Agency Securities	FNMA PL MA3060 3%32	31418CMJ0	3.00%	3.36%	7/1/2032	2.55	2,178,000.00	221,481.91	-	221,481.91	228,827.60	97.92
Agency Securities	FNMA PL MA4389 1.5%31	31418D2X9	1.50%	2.48%	7/1/2031	0.27	1,440,000.00	526,105.28	-	526,105.28	559,195.62	94.92
Agency Securities	FHLMC RR0001 4.5%40	3142JCAB6	4.50%	4.49%	6/1/2040	3.43	5,000,000.00	4,493,782.22	-	4,493,782.22	4,479,813.82	100.08
Agency Securities	FHLMC RR0002 5%40	3142JCAC4	5.00%	4.88%	6/1/2040	3.92	7,500,000.00	6,451,196.72	-	6,451,196.72	6,491,862.93	101.27
Agency Securities	FHLMC RR0017 5%40	3142JCAT7	5.00%	4.87%	8/1/2040	3.43	5,000,000.00	4,523,666.94	-	4,523,666.94	4,520,104.57	101.34
	Total Count:	44	3.69%	4.02%		2.34	86,216,058.00	44,322,359.67	(5.09)	44,322,354.58	45,485,227.79	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
CMO & Asset Backed	ARI FLEET LEASE T 5.6%32	00218KAB9	5.60%	5.51%	11/15/2032	0.37	205,000.00	85,171.84	-	85,171.84	85,613.12	100.52
CMO & Asset Backed	AMERICAN EXPRESS 5.23%28	02582JKD1	5.23%	4.85%	9/15/2028	0.68	325,000.00	324,993.36	-	324,993.36	328,194.72	100.98
CMO & Asset Backed	AMERICAN EXPRES 4.319%30	02582JKP4	4.32%	4.03%	4/15/2030	2.29	843,000.00	842,994.83	-	842,994.83	852,645.52	101.14
CMO & Asset Backed	ARI FLEET LEASE 5.54%33	04033HAB1	5.54%	5.43%	4/15/2033	0.41	100,000.00	48,600.78	-	48,600.78	48,925.82	100.68
CMO & Asset Backed	BA CREDIT CARD T 4.79%28	05522RDG0	4.79%	4.64%	5/15/2028	0.37	1,582,000.00	1,581,667.46	-	1,581,667.46	1,587,394.94	100.34
CMO & Asset Backed	BA CREDIT CARD T 4.98%28	05522RDH8	4.98%	4.57%	11/15/2028	0.87	500,000.00	499,958.00	-	499,958.00	505,636.25	101.13
CMO & Asset Backed	CNH EQUIPMENT TR 3.89%27	12663JAC5	3.89%	3.92%	11/15/2027	0.35	413,000.00	123,262.74	-	123,262.74	123,214.26	99.95
CMO & Asset Backed	CARMAX AUTO OWNE 4.92%28	14318WAD9	4.92%	4.63%	10/16/2028	0.73	98,000.00	87,710.06	-	87,710.06	88,369.64	100.77
CMO & Asset Backed	CARMAX AUTO OWNER T 6%28	14318XAC9	6.00%	5.46%	7/17/2028	0.62	642,000.00	473,358.38	-	473,358.38	479,564.68	101.29
CMO & Asset Backed	CARMAX AUTO OWNE 4.59%28	14320AAB7	4.59%	4.46%	7/17/2028	0.53	1,505,000.00	1,295,474.76	-	1,295,474.76	1,299,468.83	100.31
CMO & Asset Backed	ELEMENT FLEET MA 6.16%35	165183CZ5	6.16%	6.02%	10/15/2035	0.49	306,000.00	108,659.65	-	108,659.65	109,795.88	101.04
CMO & Asset Backed	CHESAPEAKE FUNDI 5.52%36	165183DE1	5.52%	5.42%	5/15/2036	0.74	468,000.00	240,563.37	-	240,563.37	242,406.05	100.77
CMO & Asset Backed	CITIBANK CREDIT C 4.3%30	17305EHA6	4.30%	4.03%	6/21/2030	2.47	3,200,000.00	3,199,142.80	-	3,199,142.80	3,235,075.84	101.10

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

December 31, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
CMO & Asset Backed	DISCOVER CARD EX 4.31%28	254683CY9	4.31%	4.26%	3/15/2028	0.21	171,000.00	170,995.32	-	170,995.32	171,165.65	100.10
CMO & Asset Backed	ENTERPRISE FLEET 6.4%30	29374LAB6	6.40%	6.07%	3/20/2030	0.48	490,000.00	216,606.44	-	216,606.44	219,267.53	101.23
CMO & Asset Backed	ENTERPRISE FLEET 5.56%30	29375NAB1	5.56%	5.42%	4/20/2030	0.28	710,000.00	204,294.08	-	204,294.08	205,450.80	100.55
CMO & Asset Backed	ENTERPRISE FLEET 5.5%30	29375NAC9	5.50%	5.06%	4/22/2030	0.96	143,000.00	142,993.25	-	142,993.25	145,456.93	101.72
CMO & Asset Backed	ENTERPRISE FLEET 5.23%30	29375PAB6	5.23%	5.03%	3/20/2030	0.57	330,000.00	171,807.12	-	171,807.12	173,104.78	100.75
CMO & Asset Backed	ENTERPRISE FLEET 5.16%30	29375PAC4	5.16%	4.71%	9/20/2030	1.47	50,000.00	50,009.79	-	50,009.79	50,962.70	101.93
CMO & Asset Backed	FORD CR AUTO OWN 4.65%28	34492BAD8	4.65%	4.52%	2/15/2028	2.03	342,000.00	132,240.91	-	132,240.91	132,594.28	100.26
CMO & Asset Backed	FORD CR AUTO OWN 5.53%28	344940AD3	5.53%	5.13%	9/15/2028	0.70	389,000.00	280,855.93	-	280,855.93	283,760.38	101.02
CMO & Asset Backed	FORD CREDIT FL 4.9199%28	34528QHV9	4.92%	4.78%	5/15/2028	0.37	911,000.00	911,011.33	-	911,011.33	913,907.91	100.32
CMO & Asset Backed	FORD CREDIT FLOO 5.24%31	34528QJF2	5.24%	4.46%	4/15/2031	3.29	760,000.00	760,008.66	-	760,008.66	788,116.50	103.70
CMO & Asset Backed	FOUNDATION FIN TR 5.5%49	349941AA2	5.50%	5.34%	12/15/2049	2.20	303,000.00	185,921.15	-	185,921.15	189,994.56	102.19
CMO & Asset Backed	GMF FLOORPLAN OW 5.34%28	361886CR3	5.34%	5.09%	6/15/2028	0.45	678,000.00	677,844.37	-	677,844.37	682,029.42	100.59
CMO & Asset Backed	GM FINL CONSUMER 3.64%27	36265WAD5	3.64%	3.65%	4/16/2027	0.04	944,000.00	2,597.73	-	2,597.73	2,597.30	99.98
CMO & Asset Backed	GM FINL REVOLVIN 4.98%36	36269KAA3	4.98%	4.65%	12/11/2036	3.20	446,000.00	445,889.42	-	445,889.42	458,731.74	102.85
CMO & Asset Backed	HONDA AUTO RECEI 4.15%29	437921AD1	4.15%	4.02%	10/15/2029	1.79	2,574,000.00	2,573,721.71	-	2,573,721.71	2,585,428.82	100.44
CMO & Asset Backed	HAROT 2023-4 A2 5.67%28	438123AC5	5.67%	5.18%	6/21/2028	0.68	196,000.00	138,884.10	-	138,884.10	140,500.78	101.15
CMO & Asset Backed	MMAF EQUIPMENT F 4.95%31	55318CAC8	4.95%	4.62%	7/14/2031	1.13	112,985.00	112,989.32	-	112,989.32	114,824.84	101.63
CMO & Asset Backed	NAVISTAR FINL CO 5.59%29	63938PBW8	5.59%	5.44%	4/25/2029	2.31	299,000.00	298,984.96	-	298,984.96	300,355.85	100.45
CMO & Asset Backed	NAVIENT PRIVATE 0.97%69	63942EAA6	0.97%	1.28%	12/16/2069	2.72	1,495,000.00	640,455.60	-	640,455.60	574,860.81	89.74
CMO & Asset Backed	NAVIENT PRIVATE 1.11%70	63942GAA1	1.11%	1.46%	2/18/2070	3.04	1,010,000.00	479,221.30	-	479,221.30	425,191.43	88.71
CMO & Asset Backed	NAVIENT PRIVATE 0.94%69	63942LAA0	0.94%	1.19%	7/15/2069	1.80	755,000.00	197,774.86	-	197,774.86	213,558.17	91.52
CMO & Asset Backed	NAVIENT PRIVATE 4.16%70	63942PAA1	4.16%	4.27%	10/15/2070	3.07	1,139,000.00	646,643.83	-	646,643.83	632,662.42	97.82
CMO & Asset Backed	NAVIENT PRIVATE 6.48%72	63942TAA3	6.48%	6.25%	3/15/2072	1.25	184,000.00	76,587.45	-	76,587.45	79,248.39	103.49
CMO & Asset Backed	NELNET STUDENT L 1.42%62	64034QAB4	1.42%	1.61%	4/20/2062	2.11	920,000.00	273,275.64	-	273,275.64	259,126.49	94.81
CMO & Asset Backed	NELNET STUDENT 4.5884%62	64035GAA7	4.59%	4.62%	4/20/2062	2.19	580,000.00	181,139.35	-	181,139.35	180,149.80	99.46
CMO & Asset Backed	NISSAN AUTO RECE 5.93%28	65480MAD5	5.93%	5.31%	3/15/2028	0.48	142,000.00	83,269.82	-	83,269.82	84,378.69	101.31
CMO & Asset Backed	ONEMAIN FINL I 5.4839%36	68269HAE5	5.48%	5.38%	9/15/2036	1.28	621,000.00	621,025.00	-	621,025.00	626,307.75	100.85
CMO & Asset Backed	PFS FING CORP 5.52%28	69335PEV7	5.52%	5.00%	3/15/2028	0.79	180,000.00	179,999.08	-	179,999.08	182,003.44	101.11
CMO & Asset Backed	PFS FINANCING CO 4.95%29	69335PFE0	4.95%	4.59%	2/15/2029	1.12	905,000.00	904,980.93	-	904,980.93	914,457.70	101.05
CMO & Asset Backed	PORSCHE FINL AUT 6.22%29	732916AD3	6.22%	5.95%	1/22/2029	0.49	387,000.00	165,188.29	-	165,188.29	166,454.63	100.77
CMO & Asset Backed	PORSCHE FINL AUT 4.81%28	73328QAC8	4.81%	4.69%	9/22/2028	0.41	792,000.00	258,115.84	-	258,115.84	258,946.43	100.31
CMO & Asset Backed	SMB PRIVATE ED L 1.59%53	78448YAC5	1.59%	1.93%	1/15/2053	2.51	294,000.00	119,215.85	-	119,215.85	126,246.47	92.79
CMO & Asset Backed	SMB PRIVATE EDUC 1.34%53	78449MAA4	1.34%	1.58%	3/17/2053	1.77	800,000.00	239,979.26	-	239,979.26	227,202.63	94.67
CMO & Asset Backed	SMB PRIVATE ED L 2.85%54	78450FAA5	2.85%	3.14%	11/16/2054	3.15	130,000.00	53,582.99	-	53,582.99	55,697.88	94.58
CMO & Asset Backed	PRIVATE ED LN 6.3723%53	78450QAB9	5.48%	5.41%	1/15/2053	2.52	490,000.00	285,463.88	-	285,463.88	290,445.02	100.98
CMO & Asset Backed	SMB PRIVATE EDUCATI 0%58	78454XAB0	5.78%	5.66%	10/15/2058	3.25	1,430,000.00	789,984.64	-	789,984.64	804,154.92	101.80
CMO & Asset Backed	SMB PRIVATE ED 1.3899%53	83208AAA1	1.39%	1.77%	1/15/2053	2.57	500,000.00	167,770.68	-	167,770.68	154,675.27	91.84
CMO & Asset Backed	SOFI PROFESSIONA 1.14%47	83405NAA4	1.14%	1.85%	2/15/2047	3.34	935,000.00	417,001.95	-	417,001.95	364,975.12	87.51
CMO & Asset Backed	SOFI PROFESSIONA 1.03%43	83405YAA0	1.03%	1.83%	8/17/2043	3.23	210,000.00	75,096.37	-	75,096.37	66,087.20	87.99
CMO & Asset Backed	TOYOTA AUTO RECE 5.54%28	89239FAD4	5.54%	5.11%	8/15/2028	0.71	243,000.00	200,748.37	-	200,748.37	202,887.11	101.06
CMO & Asset Backed	VERIZON MASTER T 4.83%31	92348KCH4	4.83%	4.38%	12/22/2031	2.97	101,000.00	100,994.05	-	100,994.05	103,370.55	102.35
CMO & Asset Backed	VERIZON MASTER TR 4.4%31	92348KEF6	4.40%	4.12%	6/20/2031	2.47	2,541,000.00	2,540,839.75	-	2,540,839.75	2,575,523.04	101.36
CMO & Asset Backed	VOLKSWAGEN AUTO 5.48%28	92867YAD6	5.48%	5.03%	12/20/2028	1.97	390,000.00	361,713.76	-	361,713.76	366,259.13	101.25
	Total Count:	56	4.17%	4.06%		1.75	37,209,985.00	26,449,282.16	-	26,449,282.16	26,479,426.81	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
Corporate Bonds	ALTRIA GROUP, INC 6.2%28	022095BQ5	6.20%	4.22%	11/1/2028	2.74	1,000,000.00	1,054,820.00	-	1,054,820.00	1,053,885.00	105.39
Corporate Bonds	ALTRIA GROUP, INC 4.5%30	022095BU6	4.50%	4.33%	8/6/2030	4.51	1,000,000.00	1,008,580.00	-	1,008,580.00	1,007,032.00	100.70
Corporate Bonds	AMERICAN EXPRESS VAR 27	025816DG1	5.39%	4.89%	7/28/2027	0.57	455,000.00	445,415.40	-	445,415.40	458,531.71	100.78
Corporate Bonds	AMERICAN EXPRESS VAR 29	025816DH9	5.28%	4.41%	7/27/2029	2.57	1,500,000.00	1,529,875.00	(2,536.46)	1,527,338.54	1,543,669.50	102.91
Corporate Bonds	ELEVANCE HEALTH, 4.75%30	036752BB8	4.75%	4.24%	2/15/2030	4.04	2,000,000.00	2,036,340.00	-	2,036,340.00	2,038,710.00	101.94
Corporate Bonds	ASTRAZENECA FIN L 4.8%27	04636NAK9	4.80%	3.89%	2/26/2027	1.07	1,081,000.00	1,079,208.92	-	1,079,208.92	1,092,782.90	101.09
Corporate Bonds	BANK OF AMERICA C VAR 28	06051GHD4	3.42%	3.86%	12/20/2028	0.84	1,000,000.00	968,890.00	-	968,890.00	987,433.00	98.74
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GJQ3	1.66%	2.19%	3/11/2027	0.19	1,000,000.00	902,895.00	-	902,895.00	993,311.00	99.33
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GJS9	1.73%	2.55%	7/22/2027	0.55	1,000,000.00	960,610.00	-	960,610.00	986,866.00	98.69
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GLE7	5.08%	5.07%	1/20/2027	0.05	1,300,000.00	1,291,471.00	-	1,291,471.00	1,300,058.50	100.00
Corporate Bonds	BANK OF AMERICA C VAR 29	06051GLG2	5.20%	4.44%	4/25/2029	0.31	500,000.00	509,310.00	(632.03)	508,677.97	511,928.00	102.39
Corporate Bonds	BANK OF AMERICA C VAR 29	06051GLS6	5.82%	4.61%	9/15/2029	2.70	1,000,000.00	1,044,470.00	-	1,044,470.00	1,041,711.00	104.17
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GLV9	5.93%	5.23%	9/15/2027	0.70	885,000.00	876,360.85	-	876,360.85	895,415.57	101.18
Corporate Bonds	THE BANK OF NEW Y VAR 27	06406RBQ9	4.95%	4.71%	4/26/2027	0.31	1,455,000.00	1,412,888.20	-	1,412,888.20	1,459,513.41	100.31
Corporate Bonds	THE BANK OF NEW Y 3.3%29	06406YAA0	3.30%	4.17%	8/23/2029	3.64	1,000,000.00	973,250.00	-	973,250.00	970,036.00	97.00
Corporate Bonds	BOARD TRUSTEES 4.146%30	09659DAC0	4.15%	4.01%	8/1/2030	4.41	2,500,000.00	2,500,010.00	-	2,500,010.00	2,514,620.00	100.58
Corporate Bonds	BROADCOM INC. 4.2%30	11135FCW9	4.20%	4.23%	10/15/2030	4.79	2,000,000.00	2,000,080.00	-	2,000,080.00	1,997,018.00	99.85
Corporate Bonds	CATERPILLAR FINL SE 5%27	14913UAL4	5.00%	3.81%	5/14/2027	1.36	535,000.00	534,436.50	-	534,436.50	543,910.96	101.67
Corporate Bonds	CISCO SYSTEMS, IN 4.8%27	17275RBQ4	4.80%	3.89%	2/26/2027	1.07	1,081,000.00	1,079,619.70	-	1,079,619.70	1,092,697.50	101.08

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL
December 31, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
Corporate Bonds	CITIGROUP INC. 3.7%26	172967KG5	3.70%	3.65%	1/12/2026	0.03	1,000,000.00	973,735.00	-	973,735.00	999,998.00	100.00
Corporate Bonds	CITIGROUP INC. VAR 30	172967PF2	5.17%	4.53%	2/13/2030	3.11	1,000,000.00	1,027,950.00	-	1,027,950.00	1,024,289.00	102.43
Corporate Bonds	CITIGROUP INC. VAR 27	17327CAM5	1.12%	1.32%	1/28/2027	1.07	700,000.00	621,541.00	-	621,541.00	698,406.80	99.77
Corporate Bonds	CITIGROUP INC. VAR 29	17327CAW3	4.79%	4.40%	3/4/2029	2.17	1,000,000.00	1,013,940.00	-	1,013,940.00	1,011,640.00	101.16
Corporate Bonds	CONOCOPHILLIPS CO 4.7%30	20826FBJ4	4.70%	4.21%	1/15/2030	3.95	2,000,000.00	2,045,940.00	-	2,045,940.00	2,036,342.00	101.82
Corporate Bonds	JOHN DEERE CAPIT 1.05%26	24422EVR7	1.05%	3.41%	6/17/2026	0.46	295,000.00	263,828.75	-	263,828.75	291,256.45	98.73
Corporate Bonds	ENTERPRISE PRODUC 2.8%30	29379VBX0	2.80%	4.11%	1/31/2030	4.08	1,500,000.00	1,389,160.00	-	1,389,160.00	1,425,132.00	95.01
Corporate Bonds	NEXTERA ENERGY, 4.45%26	341081GR2	4.45%	4.15%	5/15/2026	0.37	605,000.00	604,740.65	-	604,740.65	605,799.81	100.13
Corporate Bonds	THE GOLDMAN SACHS VAR 30	38141GB29	5.05%	4.45%	7/23/2030	3.56	2,000,000.00	2,031,710.00	(69.05)	2,031,640.95	2,049,678.00	102.48
Corporate Bonds	GOLDMAN SACHS BK VAR 27	38151LAF7	5.28%	5.21%	3/18/2027	0.21	3,035,000.00	3,035,025.00	(12.01)	3,035,012.99	3,037,346.06	100.08
Corporate Bonds	HSBC USA INC. 5.294%27	40428HA44	5.29%	3.97%	3/4/2027	1.17	630,000.00	630,025.00	(12.01)	630,012.99	640,136.70	101.61
Corporate Bonds	HONEYWELL INTERNT 4.7%30	438516CY0	4.70%	4.16%	2/1/2030	4.00	2,000,000.00	2,043,350.00	-	2,043,350.00	2,040,886.00	102.04
Corporate Bonds	INTERNTNL BANK F 0.65%26	45905US3	0.65%	2.58%	2/10/2026	0.10	1,500,000.00	1,339,726.00	-	1,339,726.00	1,494,379.50	99.63
Corporate Bonds	JPMORGAN CHASE & VAR 28	46647PCW4	2.95%	3.57%	2/24/2028	1.14	1,355,000.00	1,270,635.60	-	1,270,635.60	1,336,889.07	98.66
Corporate Bonds	JPMORGAN CHASE & VAR 28	46647PEA0	5.04%	4.59%	1/23/2028	1.06	965,000.00	965,025.00	(0.06)	965,024.94	973,703.34	100.90
Corporate Bonds	JPMORGAN CHASE & VAR 30	46647PEB8	5.01%	4.35%	1/23/2030	3.06	3,000,000.00	3,028,960.00	(924.72)	3,028,035.28	3,074,592.00	102.49
Corporate Bonds	MASSMUTUAL GLOBAL 5.1%27	57629W4S6	5.10%	4.01%	4/9/2027	1.27	500,000.00	499,875.00	-	499,875.00	507,139.00	101.43
Corporate Bonds	MET TOWER GLOBAL 4.85%27	58989V2G8	4.85%	4.02%	1/16/2027	1.04	180,000.00	179,870.20	-	179,870.20	181,625.04	100.90
Corporate Bonds	MORGAN STANLEY 5.882%26	61690U7W4	5.88%	4.22%	10/30/2026	0.74	1,148,000.00	1,148,025.00	-	1,148,025.00	1,164,927.26	101.47
Corporate Bonds	MORGAN STANLEY BA VAR 28	61690USA1	4.95%	4.49%	1/14/2028	1.03	1,170,000.00	1,162,209.40	-	1,162,209.40	1,180,730.07	100.92
Corporate Bonds	MORGAN STANLEY VAR 27	61747YEC5	1.51%	2.46%	7/20/2027	0.55	705,000.00	619,184.20	-	619,184.20	694,323.48	98.49
Corporate Bonds	MORGAN STANLEY VAR 28	61747YEK7	2.48%	3.33%	1/21/2028	1.05	1,045,000.00	970,944.95	-	970,944.95	1,026,720.86	98.25
Corporate Bonds	MORGAN STANLEY VAR 28	61747YER2	4.21%	4.15%	4/20/2028	1.30	1,305,000.00	1,266,031.60	-	1,266,031.60	1,306,710.86	100.13
Corporate Bonds	MORGAN STANLEY VAR 29	61747YFA8	5.12%	4.42%	2/1/2029	2.08	1,000,000.00	1,027,300.00	(4,791.53)	1,022,508.47	1,020,647.00	102.06
Corporate Bonds	MORGAN STANLEY VAR 28	61747YFP5	5.65%	4.76%	4/13/2028	1.28	1,115,000.00	1,115,025.00	(8.21)	1,115,016.79	1,136,914.21	101.97
Corporate Bonds	MORGAN STANLEY VAR 30	61747YFQ3	5.66%	4.65%	4/18/2030	3.29	1,000,000.00	1,029,520.00	(1,879.69)	1,027,640.31	1,039,261.00	103.93
Corporate Bonds	NTNL AUSTRALIA4.966% 26F	63253QAA2	4.97%	4.79%	1/12/2026	0.03	705,000.00	705,025.00	(20.57)	705,004.43	705,069.80	100.01
Corporate Bonds	THE PNC FINL SERV VAR 29	693475BR5	5.58%	4.42%	6/12/2029	2.44	4,500,000.00	4,640,610.00	(28,796.40)	4,611,813.60	4,668,516.00	103.74
Corporate Bonds	THE PNC FINL SERV VAR 30	693475BX2	5.49%	4.51%	5/14/2030	3.36	1,500,000.00	1,541,140.00	(2,924.99)	1,538,215.01	1,558,708.50	103.91
Corporate Bonds	PACCAR FINL CORP 4.45%26	69371RS49	4.45%	4.04%	3/30/2026	0.25	1,800,000.00	1,798,407.50	-	1,798,407.50	1,802,264.40	100.13
Corporate Bonds	PHILIP MORRIS IN 2.75%26	718172BT5	2.75%	3.51%	2/25/2026	0.15	1,780,000.00	1,705,407.40	-	1,705,407.40	1,776,724.80	99.82
Corporate Bonds	PHILIP MORRIS I 4.375%30	718172DT3	4.38%	4.22%	4/30/2030	4.25	3,000,000.00	3,015,400.00	-	3,015,400.00	3,018,459.00	100.62
Corporate Bonds	ROCHE HOLDINGS, 2.625%26	771196BK7	2.63%	3.73%	5/15/2026	0.29	600,000.00	562,081.00	-	562,081.00	597,004.20	99.50
Corporate Bonds	THE CHARLES SCH 5.875%26	808513CG8	5.88%	4.42%	8/24/2026	0.56	1,920,000.00	1,918,437.20	-	1,918,437.20	1,939,800.96	101.03
Corporate Bonds	TOYOTA MOTOR CRE 4.55%29	89236TMK8	4.55%	4.10%	8/9/2029	3.60	750,000.00	761,665.00	-	761,665.00	761,514.00	101.54
Corporate Bonds	U.S. BANCORP 3.15%27	91159HHR4	3.15%	3.74%	4/27/2027	1.32	1,000,000.00	981,340.00	-	981,340.00	991,924.00	99.19
Corporate Bonds	U.S. BANCORP VAR 29	91159HJM3	5.78%	4.58%	6/12/2029	2.44	5,000,000.00	5,163,445.00	(29,983.76)	5,133,461.24	5,192,320.00	103.85
Corporate Bonds	U.S. BANCORP VAR 30	91159HJQ4	5.38%	4.49%	1/23/2030	3.06	2,000,000.00	2,036,400.00	(1,228.42)	2,035,171.58	2,066,906.00	103.35
Corporate Bonds	UNITEDHEALTH GRO 1.25%26	91324PDW9	1.25%	2.09%	1/15/2026	0.04	2,000,000.00	1,838,625.00	-	1,838,625.00	1,997,892.00	99.89
Corporate Bonds	UNITEDHEALTH GRO 5.25%28	91324PEP3	5.25%	3.96%	2/15/2028	0.42	1,000,000.00	1,042,370.00	(10,374.83)	1,031,995.17	1,027,014.00	102.70
Corporate Bonds	UNITEDHEALTH GROU 4.6%27	91324PEY4	4.60%	3.95%	4/15/2027	1.20	505,000.00	501,505.15	-	501,505.15	509,360.17	100.86
Corporate Bonds	UNITEDHEALTH GROU 4.8%30	91324PFG2	4.80%	4.14%	1/15/2030	3.95	1,000,000.00	1,027,690.00	-	1,027,690.00	1,024,645.00	102.46
Corporate Bonds	WELLS FARGO BANK 5.45%26	94988J6D4	5.45%	4.32%	8/7/2026	0.51	1,100,000.00	1,099,937.00	-	1,099,937.00	1,106,242.30	100.75
Corporate Bonds	WELLS FARGO & CO VAR 28	95000U2S1	2.39%	3.43%	6/2/2028	1.42	1,060,000.00	968,716.60	-	968,716.60	1,033,868.88	97.53
Corporate Bonds	WELLS FARGO & CO VAR 30	95000U3J0	5.20%	4.45%	1/23/2030	3.06	1,250,000.00	1,285,847.50	(67.19)	1,285,780.31	1,285,068.75	102.81
Corporate Bonds	WELLS FARGO & CO VAR 28	95000U3L5	5.71%	4.82%	4/22/2028	1.30	895,000.00	895,025.00	(8.73)	895,016.27	912,795.29	101.99
	Total Count: 65		4.51%	4.14%		2.06	87,410,000.00	87,000,882.27	(84,270.66)	86,916,611.61	88,466,701.61	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
U.S. Treasuries	US TREASURY BILL26	912797RJ8	0.00%	1.03%	1/15/2026	0.03	30,000,000.00	29,949,987.50	-	29,949,987.50	29,961,432.00	99.87
U.S. Treasuries	US TREASURY BILL26	912797RK5	0.00%	1.62%	1/29/2026	0.07	30,000,000.00	29,901,696.91	-	29,901,696.91	29,920,350.00	99.73
U.S. Treasuries	US TREASURY BILL26	912797RV1	0.00%	2.33%	3/5/2026	0.17	2,000,000.00	1,981,922.00	-	1,981,922.00	1,987,789.40	99.39
U.S. Treasuries	US TREASURY BILL26	912797SS7	0.00%	2.25%	2/24/2026	0.14	19,000,000.00	18,894,643.13	-	18,894,643.13	18,900,977.70	99.48
U.S. Treasuries	US TREASUR NT 4.5%07/26	91282CHM6	4.50%	3.66%	7/15/2026	0.53	1,100,000.00	1,097,864.09	-	1,097,864.09	1,105,628.81	100.51
U.S. Treasuries	US TREASU NT 4.375%08/26	91282CHU8	4.38%	3.69%	8/15/2026	0.62	9,070,000.00	9,027,879.46	-	9,027,879.46	9,112,515.63	100.47
U.S. Treasuries	US TREASU NT 4.625%09/26	91282CHY0	4.63%	3.68%	9/15/2026	0.70	7,540,000.00	7,503,223.47	-	7,503,223.47	7,594,487.81	100.72
U.S. Treasuries	US TREASU NT 4.625%10/26	91282CJC6	4.63%	3.69%	10/15/2026	0.79	6,370,000.00	6,322,323.05	-	6,322,323.05	6,420,760.62	100.80
U.S. Treasuries	US TREASU NT 4.625%11/26	91282CJK8	4.63%	3.68%	11/15/2026	0.87	4,715,000.00	4,733,323.20	(11,775.03)	4,721,548.17	4,756,624.49	100.88
U.S. Treasuries	US TREASU NT 4.375%12/26	91282CJP7	4.38%	3.61%	12/15/2026	0.95	6,580,000.00	6,619,226.95	(24,962.70)	6,594,264.25	6,631,148.97	100.78
U.S. Treasuries	US TREASU NT 4.125%02/27	91282CKA8	4.13%	3.57%	2/15/2027	1.12	15,140,000.00	15,007,587.41	-	15,007,587.41	15,237,581.84	100.64
U.S. Treasuries	US TREASUR NT 4.5%05/27	91282CKR1	4.50%	3.56%	5/15/2027	1.37	20,050,000.00	19,957,711.63	-	19,957,711.63	20,314,722.16	101.32
U.S. Treasuries	US TREASU NT 4.625%06/27	91282CKV2	4.63%	3.55%	6/15/2027	1.45	8,000,000.00	8,077,850.94	(36,494.23)	8,041,356.71	8,127,812.00	101.60
U.S. Treasuries	US TREASU NT 4.375%07/27	91282CKZ3	4.38%	3.52%	7/15/2027	1.53	19,015,000.00	19,175,233.63	(49,430.12)	19,125,803.51	19,267,542.02	101.33
U.S. Treasuries	US TREASU NT 4.375%07/26	91282CLB5	4.38%	3.67%	7/31/2026	0.58	50,515,000.00	50,625,226.47	(53,846.42)	50,571,380.05	50,745,868.70	100.46
U.S. Treasuries	US TREASUR NT 4%07/29	91282CLC3	4.00%	3.61%	7/31/2029	3.58	1,500,000.00	1,523,860.18	(3,733.25)	1,520,126.93	1,519,687.50	101.31

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

December 31, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Original Cost Basis	Amortization Value	Adjusted Cost Basis	Ending Market Value	Ending Unit Price
U.S. Treasuries	US TREASUR NT 3.5%09/29	91282CLN9	3.50%	3.62%	9/30/2029	3.75	2,000,000.00	1,945,482.11	-	1,945,482.11	1,991,250.00	99.56
U.S. Treasuries	US TREASU NT 3.875%10/27	91282CLQ2	3.88%	3.67%	10/15/2027	1.79	2,000,000.00	1,987,748.00	-	1,987,748.00	2,013,437.40	100.67
	Total Count:	18	2.87%	2.91%		0.70	234,595,000.00	234,332,790.13	(180,241.75)	234,152,548.38	235,609,617.05	

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. Account adjusted cost basis, ending value, and other information reflects the market value of your cash and investments provided by Charles Schwab & Co., Inc (Schwab). It does not include pending CMO/Asset-Backed investments, Mortgage Pools investments, and Agency Mortgage Pool Investments, such as bonds issued from the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), or Government National Mortgage Association (GNMA), are amoritizing bonds whose principal is paid down over time. As such, performance should be evaluated relative to the Cost Basis of the investment, not the Par Value.

Glossary

Coupon Rate: This is the stated coupon rate for the security. For variable rate securities this rate may change. Data provided by Orion.
Yield to Maturity: This is the actual average annual return on a note if held to maturity. Data provided by Orion.
Maturity Date: This is the stated maturity date of the security. Certain securities like mortgage pools, collateralized mortgage obligations, and asset backed securities can have the option to be paid back prior to maturity.
CMO & Asset Backed Securities: This is a type of financial security which is collateralized by an underlying pool of assets.
Ending Par Value/Shares: The original par value of the security.
Cost Basis: Original cost of the security.
Adjusted Cost Basis: The original cost basis adjusted for amortization.
Weighted-Average-Life: This measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity.

Treasury Report - continued

SECTION 115 OPEB ASSETS (SHUSTER/SCHWAB) - HOLDINGS DETAIL

December 31, 2025

Asset Class	Name	Ticker/Symbol	Prior Month End	Ending Market Value
Cash	Schwab Bank Sweep	SchwabCash	$ 79,327.23	$ 102,447.62
Alternative Private Debt	Thorofare Asset Based Lending Fund V Lp	88599T108	$ 863,222.11	$ 863,222.11
Diversified Emerging Mkts	iShares Core MSCI Emerging Markets ETF	IEMG	$ 1,244,002.38	$ 1,267,684.01
Japan Stock	JPMorgan BetaBuilders Japan ETF	BBJP	$ 44.31	$ 44.81
Foreign Large Growth	iShares MSCI EAFE Growth ETF	EFG	$ 747,842.35	$ 758,876.56
Foreign Large Growth	Vanguard Intl Dividend Appreciation	VIGI	$ 13.81	$ 13.96
Foreign Large Value	iShares MSCI EAFE Value	EFV	$ 2,179,388.38	$ 2,264,988.52
Foreign Large Blend	Avantis International Equity ETF	AVDE	$ 1,873,021.10	$ 1,904,720.16
Global Bond-USD Hedged	JPMorgan International Bond Opportunities ETF	JPIB	$ 1,229,414.90	$ 1,219,399.30
Infrastructure	iShares US Infrastructure ETF	IFRA	$ 810,825.98	$ 799,315.10
Intermediate Core-Plus Bond	iShares Core Total USD Bond Market	IUSB	$ 18.52	$ 18.48
Intermediate Core-Plus Bond	Fidelity Total Bond ETF	FBND	$ 4,622,009.29	$ 4,596,054.16
Large Blend	Schwab S&P 500 Index	SWPPX	$ 2,977,197.93	$ 2,979,763.15
Large Blend	iShares MSCI USA Quality Factor ETF	QUAL	$ 1,651,553.29	$ 1,661,149.33
Large Blend	iShares US Equity Factor Rotation Active ETF	DYNF	$ 1,035,074.71	$ 1,037,061.46
Large Blend	iShares Core S&P 500	IVV	$ 1,218,832.64	$ 1,219,685.88
Large Growth	SPDR S&P 500 Growth ETF	SPYG	$ 770,154.41	$ 768,849.36
Large Value	SPDR S&P 500 Value ETF	SPYV	$ 1,325,161.42	$ 1,330,784.92
Multisector Bond	PIMCO Income Fund Instl	PIMIX	$ 5,069,283.89	$ 5,090,021.95
Multisector Bond	PIMCO Multisector Bond ETF	PYLD	$ 1,400,716.46	$ 1,399,514.67
Multisector Bond	JP Morgan Income ETF	JPIE	$ 1,432,202.22	$ 9.40
Multisector Bond	Tcw Flexible Income Etf	FLXR	$ -	$ 1,440,450.00
Technology	Vanguard Information Technology	VGT	$ 637,030.96	$ 639,010.81
Securitized Bond - Focused	Janus Henderson AAA CLO Fund	JAAA	$ 19.71	$ 19.84
	Totals		$ 31,166,358.00	$ 31,343,105.56

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Treasury Report - continued

SECTION 115 PENSION STABLIZATION ASSETS (SHUSTER/SCHWAB) - HOLDINGS DETAIL

December 31, 2025

FONTANA
CALIFORNIA

Asset Class	Name	Ticker/Symbol	Prior Month End	Ending Market Value
Cash	Schwab Bank Sweep	SchwabCash	$ 57,303.98	$ 74,220.07
Alternative Private Debt	Thorofare Asset Based Lending Fund V Lp	88599T108	$ 359,100.46	$ 359,100.46
Diversified Emerging Mkts	iShares Core MSCI Emerging Markets ETF	IEMG	$ 694,482.48	$ 707,703.09
Japan Stock	JPMorgan BetaBuilders Japan ETF	BBJP	$ 16.52	$ 16.71
Foreign Large Growth	Vanguard Intl Dividend Appreciation	VIGI	$ 6.88	$ 6.95
Foreign Large Blend	Avantis International Equity ETF	AVDE	$ 1,419,943.95	$ 1,443,975.12
Foreign Large Value	iShares MSCI EAFE Value	EFV	$ 1,090,903.69	$ 1,133,751.26
Global Bond-USD Hedged	JPMorgan International Bond Opportunities ETF	JPIB	$ 491,147.30	$ 487,146.10
Infrastructure	iShares US Infrastructure ETF	IFRA	$ 510,765.42	$ 503,514.35
Intermediate Core-Plus Bond	iShares Core Total USD Bond Market	IUSB	$ 33.14	$ 33.08
Intermediate Core-Plus Bond	Fidelity Total Bond ETF	FBND	$ 1,643,520.66	$ 1,634,291.38
Large Blend	iShares US Equity Factor Rotation Active ETF	DYNF	$ 569,481.34	$ 570,574.41
Large Blend	iShares Core S&P 500	IVV	$ 1,253,874.09	$ 1,254,751.86
Large Blend	Schwab S&P 500 Index	SWPPX	$ 1,088,826.36	$ 1,089,764.53
Large Blend	iShares MSCI USA Quality Factor ETF	QUAL	$ 965,162.90	$ 970,770.80
Large Growth	SPDR S&P 500 Growth ETF	SPYG	$ 426,348.88	$ 425,626.43
Large Value	SPDR S&P 500 Value ETF	SPYV	$ 786,251.40	$ 789,587.96
Multisector Bond	PIMCO Income Fund Instl	PIMIX	$ 1,899,588.36	$ 1,907,359.38
Multisector Bond	PIMCO Multisector Bond ETF	PYLD	$ 506,207.30	$ 505,772.98
Multisector Bond	JP Morgan Income ETF	JPIE	$ 517,639.15	$ 3.61
Multisector Bond	Tcw Flexible Income Etf	FLXR	$ -	$ 520,621.20
Technology	Vanguard Information Technology	VGT	$ 373,977.89	$ 375,140.18
Securitized Bond - Focused	Janus Henderson AAA CLO Fund	JAAA	$ 36.81	$ 37.03
	Totals		$ 14,654,618.96	$ 14,753,768.94

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Conclusion

The City Council has provided fiscal policy direction that has laid the foundation for the 2025/2026 Operating Budget's conservative approach to revenues and expenditures. **The recommended budget changes included in the Midyear Budget Report continue to adhere to City Council Policy.**

As stated by the City Council's Mission Statement below, the City of Fontana embraces every opportunity to enrich the lives of those who reside in this community, and this is possible due to its committed elected leadership and the talents and ingenuity of the individuals in this community and organization. The key is through a well-planned, long-term fiscal plan, based upon economic development that will continue to generate high paying long-term employment opportunities, bring in new and stable sales tax revenue sources, and maintaining intergovernmental relations. Though there are still great challenges ahead, the City is firmly committed to meeting each and every challenge that comes our way.

"We seek and embrace every opportunity to enrich the lives of those who live, work, play and invest in the City of Fontana."

Mission Statement Adopted April 26, 2022

General Fund - Fund Balance Reconciliation

(Five-Year Summary)

	2021/22 Audited Actuals	2022/23 Audited Actuals	2023/24 Audited Actuals	2024/25 Audited Actuals	2025/2026 Adopted Budget	2025/2026 Adjusted Budget	2025/2026 Proposed Adjustments	2025/2026 Proposed Budget
Revenues	$ 135,371,657	$ 146,743,017	$ 151,466,541	$ 164,278,569	$ 197,996,520	$ 198,115,854	$ 3,803,397	$ 201,919,251
Expenditures	111,341,793	118,017,538	128,062,185	136,851,861	153,758,210	159,111,460	2,600,880	161,712,340
Revenues over (under) expenditures	**24,029,864**	**28,725,479**	**23,404,356**	**27,426,708**	**44,238,310**	**39,004,394**	**1,202,517**	**40,206,911**
Other sources & uses:								
Operating transfers in	12,073,139	11,585,264	11,566,054	12,384,062	12,244,050	12,262,084	0	12,262,084
Operating transfers out	(26,313,909)	(26,336,232)	(43,805,438)	(45,398,527)	(52,916,410)	(51,877,358)	(1,042,682)	(52,920,040)
Total other sources & uses	**(14,240,770)**	**(14,750,968)**	**(32,239,384)**	**(33,014,465)**	**(40,672,360)**	**(39,615,274)**	**(1,042,682)**	**(40,657,956)**
Revenues & other sources over (under) expenditures and other uses	9,789,094	13,974,511	(8,835,028)	(5,587,757)	3,565,950	(610,880)	159,835	(451,045)
Fund balance, beginning of year	47,728,351	57,517,445	72,639,194	64,798,697	51,634,946	61,241,113	(159,835)	61,081,278
Fund Balance Adjustment		1,147,238	994,531	2,405,106	2,124,090	1,936,649		1,936,649
GASB 31 Adjustment				(534,767)				
Fund balance, end of year	**$ 57,517,445**	**$ 72,639,194**	**$ 64,798,697**	**$ 61,081,278**	**$ 57,324,986**	**$ 62,566,882**	**$ 0**	**$ 62,566,882**
FUND BALANCE								
Reserved								
Inventories	$ 375,878	$ 407,053	$ 512,764	$ 340,263	$ 512,764	$ 340,263		$ 340,263
Total reserved	**375,878**	**407,053**	**512,764**	**340,263**	**512,764**	**340,263**	**0**	**340,263**
Designated								
Economic Uncertainty	9,469,586	0	0	0	0	0		0
CALPERS UAL Forecased Increases	0	0	0	0	0	0		0
PERS Rate Stability	10,886,393	10,694,317	12,204,822	13,644,923	11,651,142	14,355,753		14,355,753
Animal Shelter JPA	0	0	800,000	800,000	582,570	582,570		582,570
Operating Contingencies	0	0	3,000,000	3,000,000	3,000,000	3,000,000		3,000,000
Future projects and reserves	0	0	750,000	750,000	3,201,460	4,494,226		4,494,226
Unappropriated	20,280,588	38,595,914	14,443,275	9,458,256	0	0		0
	$ 41,012,445	**$ 49,697,284**	**$ 31,710,861**	**$ 27,993,442**	**$ 18,947,936**	**$ 22,772,812**	**$ -**	**$ 22,772,812**
Total available for contingencies	**$ 16,505,000**	**$ 22,941,910**	**$ 33,087,836**	**$ 33,087,836**	**$ 38,377,050**	**$ 39,794,070**		**$ 39,794,070**

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available		
Other General Funds:									
102	City Technology	$ 3,412,830	$ -	$ 9,073,384	$ (11,804,030)	$ -	$ 682,184	(339,699)	$ 342,485
103	Facility Maintenance	755,292	0	9,683,940	(9,864,102)	0	575,130	(522,148)	52,982
104	Office of Emergency Services	1,250,323	0	0	(123,340)	0	1,126,983	(73)	1,126,910
105	KFON	1,936,782	250,000	0	(1,249,490)	0	937,292		937,292
106	Self Insurance	21,510,281	10,313,270	0	(10,634,357)	0	21,189,194	73,245	21,262,439
107	Retirees Medical Benefits	2,700,924	265,000	2,600,000	(2,813,960)	0	2,751,964		2,751,964
108	Supplemental Retirement	37,572	0	35,000	(36,410)	0	36,162		36,162
110	General Fund Operating Projects	675,466	100	1,223,050	(1,866,974)	0	31,642	(6,370)	25,272
115	Lease-Fire	3	5,768,590	0	0	(5,700,000)	68,593	(68,590)	3
125	Storm Water Compliance	444,115	304,500	0	(391,280)	0	357,335	3,064	360,399
	Total Other General Funds	**$ 32,723,588**	**$ 16,901,460**	**$ 22,615,374**	**$ (38,783,943)**	**$ (5,700,000)**	**$ 27,756,479**	**$ (860,571)**	**$ 26,895,908**
Special Revenue Funds:									
201	Muni Svcs Fiscal Impact Fee	$ 26,126,706	$ 943,100	$ -	$ -	$ (1,270,550)	$ 25,799,256	$ -	$ 25,799,256
221	Federal Seizure Treasury	171,577	0	0	(75,000)	0	96,577	(40,000)	56,577
222	Crime Prev Asset Seizure	34,755	2,500	0	(18,000)	0	19,255		19,255
223	Federal Asset Seizure	12,138,871	2,000,000	0	(5,253,342)	0	8,885,529	(1,597,134)	7,288,395
224	State Asset Seizure	541,035	20,000	0	(72,820)	0	488,215		488,215
225	PD Traffic Safety	3,417,930	400,000	0	(387,018)	0	3,430,912		3,430,912
226	Opioid Settlement	857,979	87,643	0	(839,578)	0	106,044	509,112	615,156
241	Air Quality Mgmt District	887,604	304,000	0	(204,687)	(13,480)	973,437	(431,831)	541,606
243	Traffic Safety	100,812	45,000	0	(52,760)	0	93,052		93,052
244	Prop 1B	146,491	0	0	0	0	146,491		146,491
245	Measure I Reimb 2010-2040	(2,875,240)	14,685,064	0	(11,809,824)	0	0		0
246	Measure I Local 2010-2040	12,555,539	5,710,860	0	(12,335,653)	(450,000)	5,480,746	(736,806)	4,743,940
281	Gas Tax (State)	2,118,532	6,012,640	0	(6,925,744)	(385,000)	820,428		820,428
282	Solid Waste Mitigation	9,487,247	5,505,000	0	(5,339,052)	(313,880)	9,339,315	(40,595)	9,298,720
283	Road Maintenance & Rehab	8,701,641	7,094,017	0	(12,746,110)	0	3,049,548		3,049,548
301	Grants	(11,239,754)	69,845,949	0	(58,582,791)	(76,524)	(53,120)	53,120	0
302	ARPA 2021	6,246,849	(2)	0	(6,246,848)	0	(1)	1	0
303	TDA/Article 3	(14,466)	514,259	0	(493,405)	0	6,388	(6,388)	0
304	ARPA - County	(886,432)	1,140,880	0	(254,448)	0	0		0

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available		
Special Revenue Funds:									
322	State COPS AB 3229	$ 1,457,205	$ 400,000	$ -	$ (733,131)	$ -	$ 1,124,074		$ 1,124,074
362	CDBG	(28,128)	5,015,184	0	(4,548,517)	(33,310)	405,229	33,310	438,539
363	Home Program	93,047	7,362,081	0	(7,157,099)	0	298,029	-	298,029
385	After School Program	0	4,407,400	0	(4,138,900)	(268,500)	0		0
386	ASES ELO-P Grant	(69,800)	13,127,390	0	(12,686,690)	(440,700)	(69,800)	69,800	0
395	LMD #1 City Wide	527,020	909,540	830,400	(1,560,975)	(207,900)	498,085		498,085
396	LMD #2 Village of Heritage	1,408,592	2,690,248	1,484,480	(4,218,162)	(431,190)	933,968		933,968
397	LMD #3 Empire Center	272,516	62,120	0	(75,810)	(7,100)	251,726		251,726
398	LMD #3 Hunter's Ridge	2,135,104	965,370	251,960	(1,266,024)	(146,260)	1,940,150		1,940,150
399	LLMD #3 Hunter's Ridge	89,454	35,810	0	(35,660)	(3,340)	86,264		86,264
401	CFD #1 Southridge Village	2,202,640	6,516,335	31,080	(5,120,501)	(3,095,150)	534,404	(10,583)	523,821
403	CFD #6-3A Bellgrove II	482,476	228,660	0	(172,140)	(46,820)	492,176		492,176
404	CFD #6-2 N Morningside	344,877	110,290	0	(105,660)	(14,460)	335,047		335,047
405	CFD #6-1 Stratham	500,035	209,240	0	(148,440)	(116,990)	443,845		443,845
406	CFD #6 The Landings	3,068,705	425,540	161,400	(609,090)	(87,160)	2,959,395	(89,900)	2,869,495
407	CFD #7 Country Club Estates	262,415	127,260	20,890	(231,360)	(27,700)	151,505		151,505
408	CFD #8 Presley	532,822	81,458	136,370	(300,930)	(34,260)	415,460		415,460
409	CFD #9M Morningside	(45,165)	184,680	115,300	(183,080)	(117,420)	(45,685)		(45,685)
410	CFD #10M Jurupa Industrial	237,558	42,610	0	(67,400)	(6,310)	206,458		206,458
412	CFD #12 Sierra Lakes	1,366,046	1,033,680	497,430	(1,561,680)	(174,580)	1,160,896		1,160,896
413	CFD #13M Summit Heights	147,566	559,310	477,600	(1,028,770)	(126,250)	29,456		29,456
414	CFD #14M Sycamore Hills	82,021	480,820	89,920	(527,950)	(115,840)	8,971		8,971
415	CFD #15M Silver Ridge	147,151	332,430	0	(181,340)	(217,970)	80,271		80,271
416	CFD #16M Ventana Pointe	64,220	48,670	0	(46,850)	(31,610)	34,430		34,430
418	CFD #18M Badiola Homes	47,204	7,010	0	(3,790)	(4,460)	45,964		45,964
420	CFD #20M	63,169	38,070	0	(38,940)	(20,080)	42,219		42,219
421	CFD #21M	243,058	40,950	0	(19,550)	(21,730)	242,728		242,728
423	CFD #23M	28,377	8,410	0	(2,270)	(10,920)	23,597		23,597
424	CFD#24M	191,286	46,400	0	(21,840)	(28,320)	187,526		187,526
425	CFD #25M	274,346	92,270	0	(61,960)	(53,710)	250,946		250,946
427	CFD #27M	(49,619)	66,210	38,280	(74,220)	(30,630)	(49,979)		(49,979)
428	CFD #28M	450,414	163,730	0	(108,060)	(110,680)	395,404		395,404

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

	Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
		Revenues	Transfers In	Expenditures	Transfers Out	Available		
Special Revenue Funds:								
429 CFD #29M	$ (4,284)	$ 29,910	$ 33,000	$ (42,430)	$ (21,060)	$ (4,864)		$ (4,864)
430 CFD #30M	744,646	241,050	0	(140,630)	(158,580)	686,486		686,486
431 CFD #31 Citrus Heights North	863,398	481,040	0	(275,030)	(190,800)	878,608		878,608
432 CFD #32M	107,915	18,730	0	(6,140)	(15,170)	105,335		105,335
433 CFD #33M Empire Lighting	178,917	46,700	0	(92,760)	(8,680)	124,177		124,177
434 CFD #34 Empire Detention Basin	266,847	21,140	0	(24,150)	(2,260)	261,577		261,577
435 CFD #35M	1,115,408	603,660	117,850	(884,657)	(106,880)	845,381		845,381
436 CFD #36M	30,455	24,940	7,570	(27,690)	(20,650)	14,625		14,625
437 CFD #37 Montelago	92,053	98,460	56,830	(153,140)	(58,240)	35,963		35,963
438 CFD #38M	909,552	181,870	0	(81,990)	(116,960)	892,472		892,472
439 CFD #39M	25,707	24,200	60	(21,180)	(16,580)	12,207		12,207
440 CFD #40M	79,156	10,530	0	(1,660)	(7,830)	80,196		80,196
441 CFD #41M	122,119	15,520	0	(12,550)	(8,090)	116,999		116,999
442 CFD #42M	252,359	49,380	0	(77,490)	(7,250)	216,999		216,999
444 CFD #44M	27,628	10,090	0	(10,980)	(6,220)	20,518		20,518
445 CFD #45M	318,901	113,370	0	(91,900)	(57,320)	283,051		283,051
446 CFD #46M	318,786	49,890	0	(43,530)	(24,510)	300,636		300,636
447 CFD #47M	(713)	12,980	9,680	(17,200)	(6,480)	(1,733)		(1,733)
448 CFD #48M	451,885	76,050	0	(61,010)	(31,670)	435,255		435,255
449 CFD #49M	26,949	14,470	0	(15,180)	(6,290)	19,949		19,949
450 CFD #50M	76,336	40,640	0	(22,920)	(30,160)	63,896		63,896
451 CFD #51M	72,621	75,350	0	(81,840)	(39,240)	26,891		26,891
453 CFD #53M	86,513	9,080	0	(6,210)	(5,230)	84,153		84,153
454 CFD #54M	17,770	28,280	15,300	(46,030)	(15,670)	(350)		(350)
455 CFD #55M	63,117	7,320	0	(6,530)	(3,210)	60,697		60,697
456 CFD #56M	126,907	26,040	0	(960)	(24,770)	127,217		127,217
457 CFD #57M	59,677	16,950	0	(18,010)	(6,560)	52,057		52,057
458 CFD #58M	18,336	4,410	0	(1,160)	(4,080)	17,506		17,506
459 CFD #59M	12,360	2,400	0	(1,160)	(110)	13,490		13,490
460 CFD #60M	85,717	12,940	0	(12,990)	(5,870)	79,797		79,797
461 CFD #61M	394,225	55,280	0	(30,070)	(29,090)	390,345		390,345
462 CFD #62M	55,598	5,580	0	(7,400)	(690)	53,088		53,088

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available		
Special Revenue Funds:									
463	CFD #63M	$ 611,365	$ 54,640	$ -	$ (39,840)	$ (3,730)	$ 622,435		$ 622,435
464	CFD #64M	85,512	5,070	0	0	0	90,582		90,582
465	CFD #65M	203,464	20,430	0	(10,330)	(10,700)	202,864		202,864
466	CFD #66M	0	0	2,850	0	(2,850)	0	-	0
467	CFD #67M	191,691	43,450	0	(30,400)	(21,630)	183,111	-	183,111
468	CFD #68M	155,098	25,280	0	(18,460)	(12,980)	148,938		148,938
469	CFD #69M	633,010	178,130	0	(211,456)	(92,460)	507,224		507,224
470	CFD #70M Avellino	221,524	80,220	0	(56,680)	(39,760)	205,304		205,304
471	CFD #71M Sierra Crest	409,360	132,740	28,110	(158,580)	(21,450)	390,180		390,180
472	CFD #72M	28,442	12,160	0	(11,480)	(6,590)	22,532		22,532
473	CFD #73M	294,295	67,580	0	(33,480)	(37,290)	291,105		291,105
474	CFD #74M	579,245	84,810	0	(41,500)	(52,360)	570,195		570,195
475	CFD #75M	55,788	14,750	0	(10,640)	(8,880)	51,018		51,018
476	CFD #76M	79,891	37,860	0	(39,890)	(8,520)	69,341		69,341
477	CFD #77M	49,731	13,290	0	(10,660)	(6,840)	45,521		45,521
478	CFD #78M	251,280	79,060	0	(36,900)	(61,080)	232,360		232,360
479	CFD #79M	209,509	21,500	0	(860)	(80)	230,069		230,069
480	CFD #80M	385,486	240,810	0	(129,640)	(124,280)	372,376		372,376
481	CFD #81M	81,907	123,610	0	(105,450)	(48,850)	51,217		51,217
482	CFD #82M	211,424	29,480	0	(500)	0	240,404		240,404
483	CFD #83M	199,673	63,940	0	(33,960)	(31,190)	198,463		198,463
484	CFD #84M	45,400	19,500	0	(11,550)	(9,590)	43,760		43,760
485	CFD #85 THE MEADOWS	1,054,022	431,720	0	(362,460)	(37,280)	1,086,002		1,086,002
486	CFD #86 ETIWANDA RIDGE	198,568	67,660	0	(47,020)	(34,210)	184,998		184,998
487	CFD #87 El Paseo	219,896	77,250	0	(27,560)	(67,320)	202,266		202,266
488	CFD #88 SIERRA CREST II	316,437	113,730	10,420	(90,490)	(8,470)	341,627		341,627
489	CFD #89 BELROSE	245,609	60,980	0	(33,750)	(32,950)	239,889		239,889
490	CFD #90 SUMMIT @ ROSENA PH i	1,446,883	363,610	0	(280,160)	(78,930)	1,451,403		1,451,403
491	CFD #91M	35,989	6,080	0	(500)	(2,320)	39,249		39,249
492	CFD #92M	94,473	17,220	0	(8,690)	(6,360)	96,643		96,643
493	CFD #93M	48,140	12,780	0	(17,090)	(5,990)	37,840		37,840
494	CFD #94M	9,948	2,100	0	(500)	(1,750)	9,798		9,798

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available		
Special Revenue Funds:									
495	CFD #95 SUMMIT @ ROSENA PH II	$ 431,865	$ 184,120	$ 3,200	$ (233,940)	$ (23,030)	$ 362,215		$ 362,215
496	CFD #96M Tr. 19957	46,622	11,330	0	(11,770)	(4,220)	41,962		41,962
497	CFD #97M	26,277	5,270	0	0	(3,690)	27,857		27,857
498	CFD #98M	26,684	6,050	0	(500)	(2,600)	29,634		29,634
500	CFD #100M	275,092	82,990	0	(29,280)	(58,590)	270,212		270,212
501	CFD #101M	35,041	8,010	0	(500)	(3,460)	39,091		39,091
502	CFD #102M	22,955	5,010	0	(500)	(1,750)	25,715		25,715
503	CFD #103M Estrada	20,104	4,420	0	0	(1,130)	23,394		23,394
504	CFD #104M	45,207	13,780	0	(9,790)	(4,610)	44,587		44,587
505	CFD #105M	109,765	47,560	0	(20,080)	(31,040)	106,205		106,205
506	CFD #106M	249,391	92,070	0	(22,930)	(47,510)	271,021		271,021
507	CFD #107M	59,441	39,910	0	(8,070)	(31,090)	60,191		60,191
509	CFD #109M	603,803	353,570	0	(180,470)	(154,100)	622,803		622,803
510	CFD #510M	26,066	17,420	0	0	(5,100)	38,386		38,386
511	CFD #111M	54,846	72,470	0	(14,490)	(57,490)	55,336		55,336
512	CFD #112M	122,978	304,580	0	(140,130)	(162,230)	125,198		125,198
513	CFD #113	0	64,960	0	0	0	64,960		64,960
514	CFD #114M	0	55,080	0	0	0	55,080		55,080
515	CFD #115M	0	426,000	0	0	0	426,000		426,000
516	CFD #116M	0	66,930	0	0	0	66,930		66,930
	Total Special Revenue Funds	**$ 102,850,348**	**$ 166,901,306**	**$ 4,419,980**	**$ (173,523,372)**	**$ (11,045,314)**	**$ 89,602,948**	**$ (2,287,894)**	**$ 87,315,054**
Debt Service Funds:									
580	General Debt Service	$ 62,975	$ 26,090,580	$ 2,866,800	$ (28,961,380)	$ -	$ 58,975	$ 2,927,225	$ 2,986,200
	Total Debt Service Funds	**$ 62,975**	**$ 26,090,580**	**$ 2,866,800**	**$ (28,961,380)**	**$ -**	**$ 58,975**	**$ 2,927,225**	**$ 2,986,200**
Capital Project Funds:									
601	Capital Reinvestment	$ 50,049,657	$ 125,910,918	$ 21,200,000	$ (196,160,459)	$ -	$ 1,000,116	$ 448,072	$ 1,448,188
602	Capital Improvements	8,723,151	1,959,396	0	(10,042,664)	0	639,883	(240,000)	399,883
603	Future Capital Projects	21,457,523	0	0	(344,883)	(13,000,000)	8,112,640		8,112,640
604	Capital Project -TUT	5,465,078	0	21,370,380	(21,641,425)	0	5,194,033	-	5,194,033
620	San Sevaine Flood Control	2,717,718	529,400	0	0	(39,250)	3,207,868	-	3,207,868
621	Upper Etiwanda Flood Control	49,554	0	0	0	0	49,554		49,554

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available		
Capital Project Funds:									
622	Storm Drain	$ 22,097,140	$ 1,105,000	$ -	$ (9,328,560)	$ (106,310)	$ 13,767,270	$ -	$ 13,767,270
623	Sewer Expansion	2,904,602	5,205,770	0	(685,652)	(3,750)	7,420,970		7,420,970
630	Circulation Mitigation	33,011,891	4,917,030	0	(12,447,939)	(46,120)	25,434,862	252,297	25,687,159
631	Fire Assessment	801,116	260,000	0	(423,922)	(260,000)	377,194	-	377,194
632	General Government	14,431,415	430,000	0	(12,517,764)	(48,490)	2,295,161	-	2,295,161
633	Landscape Medians	2,716,298	400,000	0	(1,622,603)	(35,170)	1,458,525	-	1,458,525
634	Library Capital Improvement	1,508,188	152,090	0	0	(31,700)	1,628,578	-	1,628,578
635	Parks Development	16,691,823	3,904,230	0	(5,056,096)	(34,580)	15,505,377	-	15,505,377
636	Police Capital Facilities	4,660,425	655,500	0	(324,971)	(70,280)	4,920,674	-	4,920,674
637	Underground Utilities	1,208,879	600,000	0	0	0	1,808,879		1,808,879
657	CFD #31 Citrus Heights North	1,894,388	0	0	0	0	1,894,388		1,894,388
658	CFD #31	6,052	0	0	0	0	6,052		6,052
659	CFD #70 Avellino	798	0	0	0	0	798		798
660	CFD #71 Sierra Crest	2,686	0	0	0	0	2,686		2,686
661	CFD #80 Bella Strada	15,782	0	0	0	0	15,782		15,782
663	CFD #74B Citrus/Summit	192,800	0	0	0	0	192,800		192,800
664	CFD #86 Etiwanda Ridge	989,653	0	0	0	0	989,653		989,653
665	CFD #85 The Meadows	19,502	0	0	0	0	19,502		19,502
666	CFD #88 Sierra Crest II	105,422	0	0	0	0	105,422		105,422
667	CFD #89 Belrose	(74)	0	74	0	0	0		0
668	CFD #90 Summit @ Rosena Ph I	8,691,981	0	0	0	(58,330)	8,633,651	(600,300)	8,033,351
669	CFD #95 Summit @ Rosena II	5,932,129	0	0	0	(24,800)	5,907,329		5,907,329
670	CFD #87 El Paseo	960,065	0	0	0	0	960,065		960,065
671	CFD #106 Mountain View	51,862	0	0	0	0	51,862		51,862
672	CFD #99 The Retreat	72,165	0	0	0	0	72,165		72,165
673	CFD #100 Victoria	3,856,250	0	0	(1,508,654)	0	2,347,596		2,347,596
674	CFD #111 Monterado	5,333,237	0	0	0	0	5,333,237	(2,313,804)	3,019,433
675	CFD#107 Highland	2,723,683	0	0	0	0	2,723,683	(1,944,398)	779,285
676	CFD#109 Narra Hills	75,569	0	0	0	0	75,569		75,569
677	CFD #112 The Gardens Phase One	28,974,840	0	0	(13,684,780)	0	15,290,060	(1,422,521)	13,867,539
Total Capital Project Funds		**$ 248,393,248**	**$ 146,029,334**	**$ 42,570,454**	**$ (285,790,372)**	**$ (13,758,780)**	**$ 137,443,884**	**$ (5,820,654)**	**$ 131,623,230**

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

	Audited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
		Revenues	Transfers In	Expenditures	Transfers Out	Available		
Enterprise Funds:								
701 Sewer Maintenance & Operations	$ 10,268,521	$ 31,162,640	$ -	$ (28,312,931)	$ (2,704,670)	$ 10,413,560	$ (2,503)	$ 10,411,057
702 Sewer Capital Projects	1,028,456	300,010	0	(1,376,946)	(4,320)	(52,800)	52,800	0
703 Sewer Replacement	4,132,260	1,000,000	400,000	(8,328,150)	(274,540)	(3,070,430)	3,902,015	831,585
710 Water Utility	952,518	0	0	0	0	952,518		952,518
720 Stage Red	1,171,584	0	0	(651,874)	(19,710)	500,000	(500,000)	0
Total Enterprise Funds	**$ 17,553,339**	**$ 32,462,650**	**$ 400,000**	**$ (38,669,901)**	**$ (3,003,240)**	**$ 8,742,848**	**$ 3,452,312**	**$ 12,195,160**
Internal Service Fund:								
751 FLEET OPERATIONS	$ 22,185,872	$ 8,588,190	$ 250,000	$ (15,877,431)	$ -	$ 15,146,631	$ 4,536	$ 15,151,167
Total Internal Service Funds	**$ 22,185,872**	**$ 8,588,190**	**$ 250,000**	**$ (15,877,431)**	**$ -**	**$ 15,146,631**	**$ 4,536**	**$ 15,151,167**
TOTAL ALL FUNDS	**$ 423,769,370**	**$ 396,973,520**	**$ 73,122,608**	**$ (581,606,399)**	**$ (33,507,334)**	**$ 278,751,765**	**$ (2,585,046)**	**$ 276,166,719**

General Fund - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
101 General Fund						2,600,880	3,803,397	-	1,042,682	159,835	
Revenue Adjustments						-	**2,910,715**	-	-	**2,910,715**	
	10128000	FN	Management Services	5010	Current Sec & Unsec		142,520			142,520	}
	10128000	FN	Management Services	5016	Prop Tax In Lieu of VLF		1,600,000			1,600,000	} Increase rev projections based on receipts to date
	10128000	FN	Management Services	6310	Interest - Investments		612,895			612,895	}
	10128000	FN	Management Services	6311	Interest - Fiscal Agent		555,300			555,300	}
Personnel Requests (One-Time)						**520,713**	-	-	-	**(520,713)**	
	10115000	HR	HR Administration	7111	Part-Time Employees	(30,250)				30,250	Decrease part-time appropriations for new Human Resources Technician position
	10124000	CS	Community Services-Admin	Various	Personnel Accounts	69,800				(69,800)	Move personnel appropriations to GF #101 from Fund #386 for PC#24052
	10140###	PD	Police Department	7010	Full-Time Employees	431,163				(431,163)	FY25/26 PD One-Time Bonus
	10140492	PD	Dispatch	Various	Personnel Accounts	50,000				(50,000)	Increase appropriations for signing bonus
Personnel Requests (Recurring)						**684,012**	-	-	-	**(684,012)**	
	Various	VAR	Various	7017	Cafeteria Plan	269,630				(269,630)	Cafeteria plan/health cost increases (six months)
	10110400	CA	Marketing & Communications	Various	Part-Time Accounts	(139,490)				139,490	Decrease part-time appropriations based on adoption of full-time personnel
	10110500	CA	Economic Development	Various	Personnel Accounts	27,850				(27,850)	Add new Business Development Coordinator position
	10115000	HR	HR Administration	Various	Personnel Accounts	30,250				(30,250)	Add new Human Resources Technician position
	10126100	IT	IT Applications	Various	Personnel Accounts	46,710				(46,710)	Add new Senior Business System Analyst position
	10126200	IT	IT Infrastructure	Various	Personnel Accounts	(99,230)				99,230	Eliminate IT System Technician position PC#26031
	10128500	FN	Customer Service	Various	Personnel Accounts	2,610				(2,610)	Reclass Account Clerk I to Accounting Tech PC#28006
	Various	PD	Police Department	Various	Personnel Accounts	545,682				(545,682)	FY25/26 PMA Contract Update
Offsetting Adjustments						**(100,000)**	**892,682**	-	**992,682**	-	
	Various	VAR	Various	8110	Legal Services	465,000				(465,000)	} Transfer appropriations for City Clerk, Finance legal fees from Human Resources, Admin Svcs, Development Svcs, PW&E, and Police
	Various	VAR	Various	8110	Legal Services	(465,000)				465,000	}
	10128000	FN	Management Services	6480	Miscellaneous Reimb		10,082			10,082	} Increase revenues and xfer out to Fund #751 for #91285E repairs
	10128000	FN	Management Services	8790	Operating Transfer Out				10,082	(10,082)	}
	10128000	FN	Management Services	5062	Transaction Use Tax		862,600			862,600	} Increase rev projections based on receipts to date and Xfer to Fund #604 for various TUT capital projects
	10128000	FN	Management Services	8790	Operating Transfer Out				862,600	(862,600)	}
	10130100	DS	DS Adm-Admin & Finance	6450	Miscellaneous Income		20,000			20,000	} Increase revenues and appropriations for IEUA Water connection Fees
	10130100	DS	DS Adm-Admin & Finance	8010	Departmental Expense	20,000				(20,000)	} File #21-3243, CC approved 9/10/24
	10130100	DS	DS Adm-Admin & Finance	7130	Payroll Offset	(120,000)				120,000	} FY25-26 salary savings (PC#30126) and Xfer to Fund #720 for
	10130102	DS	DSO Operating Transfers	8790	Operating Transfer Out				120,000	(120,000)	} Soundbox group File #25-0690, CC Approved 12/9/25
New Requests (One-Time)						**1,320,155**	-	-	**50,000**	**(1,370,155)**	
	10110400	CA	Marketing & Communications	8130	Other Professional Svcs	(40,000)				40,000	Decrease appropriations based on adoption of full-time personnel
	10128000	FN	Management Services	8790	Operating Transfer Out				50,000	(50,000)	Xfer to Fund #720 for SB County Downtown Economic Development grant 25% City match
	10128500	FN	Customer Service	8010	Departmental Expense	(2,610)				2,610	Decrease appropriations for PC#28006 reclass
	10130111	DS	DS Adm-HHW Program	8010	Departmental Expense	15,000				(15,000)	Increase appropriations for hazardous waste sharps containers
	10132000	BS	Building & Safety Admin	8115	Consultant Services	217,030				(217,030)	Increase appropriations for ADA consultant File #26-0819, CC Approved 02/24/26
	10132200	BS	Plan Check Services	8130	Other Professional Svcs	25,000				(25,000)	Increase appropriations for plan check services
	10134100	PL	Planning	8130	Other Professional Svcs	50,000				(50,000)	Increase appropriations for plan retyping
	10134100	PL	Planning	8130	Other Professional Svcs	300,000				(300,000)	Increase appropriations for state Housing Element update
	10137202	PW&E	Parks	8021	Rents	37,700				(37,700)	Increase appropriations for equipment rentals
	10137209	PW&E	Landscape Maintenance	8130	Other Professional Svcs	13,930				(13,930)	Increase appropriations for landscape contract increase
	10137210	PW&E	Technical Services	8010	Departmental Expense	34,500				(34,500)	Increase appropriations for damaged property materials
	10137210	PW&E	Technical Services	8010	Departmental Expense	57,300				(57,300)	Increase appropriations for welding equipment

General Fund - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization / Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
New Requests (One-Time) - continued											
	10137404	PW&E	Land Development	8130	Other Professional Svcs	70,000				(70,000)	Increase appropriations for additional plan check services
	10137505	PW&E	Traffic/Streets	8130	Other Professional Svcs	35,000				(35,000)	Increase appropriations for traffic study and plan check support
	10137505	PW&E	Traffic/Streets	8130	Other Professional Svcs	75,000				(75,000)	Increase appropriations for on-call support
	10137505	PW&E	Traffic/Streets	8320	Capital Acquisition	16,500				(16,500)	Increase appropriations for traffic signal cabinets
	10140114	PD	Community Program	8130	Other Professional Svcs	63,000				(63,000)	Increase appropriations for crossing guard contract increase
	10140221	PD	F.A.S.T.	8130	Other Professional Svcs	77,040				(77,040)	Increase appropriations for FY24-25 San Bernardino Animal Shelter
	10140300	PD	Special Operations-Admin	8420	Lease Expense - Principal	60,000				(60,000)	Increase appropriations for CCTV surveillance systems lease
	10140368	PD	Narcotics Unit	8210	Vehicle Maintenance	23,865				(23,865)	Increase appropriations for Narcotics vehicles O&M
	10140370	PD	SWAT	8019	Communications	15,000				(15,000)	Increase appropriations for SWAT paging system
	10140377	PD	Investigations	Various	Operating Accounts	3,900				(3,900)	Increase appropriations for radios purchase and maintenance
	10140491	PD	Records	8019	Communications	10,000				(10,000)	Increase CLETS Direct network fees
	10140491	PD	Records	8130	Other Professional Svcs	163,000				(163,000)	Increase appropriations for microfiche scanning File #26-0769, CC Approved 2/24/26
New Requests (Recurring)						**176,000**	**-**	**-**	**-**	**(176,000)**	
	10132401	BS	Graffiti	8130	Other Professional Svcs	100,000				(100,000)	Increase appropriations for graffiti abatement contract
	10137201	PW&E	Graffiti	8010	Departmental Expense	26,000				(26,000)	Increase appropriations for paint contract increase
	10140221	PD	F.A.S.T.	8130	Other Professional Svcs	50,000				(50,000)	Increase appropriations for FY25-26 San Bernardino Animal Shelter

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
102 City Technology						339,699	-	-	-	(339,699)	
	10226101	IT	Information Systems	8053	Cloud/Hosted	15,000				(15,000)	Increase appropriations for ActiveNet analytics platform
	10226101	IT	Information Systems	8053	Cloud/Hosted	29,000				(29,000)	Increase appropriations for ADA remediation software
	10226101	IT	Information Systems	8053	Cloud/Hosted	18,500				(18,500)	Increase appropriations for ADA website compliance program
	10226101	IT	Information Systems	8053	Cloud/Hosted	10,350				(10,350)	Increase appropriations for law enforcement training program
	10226101	IT	Information Systems	8053	Cloud/Hosted	9,000				(9,000)	Increase appropriations for scheduling software
	10226206	IT	Security	8130	Other Professional Svcs	20,000				(20,000)	Increase appropriations for alarm monitoring overages
	10226206	IT	Security	8130	Other Professional Svcs	120,000				(120,000)	Increase appropriations for security camera installation
	10226299	IT	Oper & Sup Project	8014	Computer Hardwar <$5000	119,380				(119,380)	FY24/25 project carryover update
	26100001-102-A	IT	Recreation Manage. System Replace	8130	Other Professional Svcs	(1,531)				1,531	Project closed. Return to fund balance
103 Facility Maintenance						522,148	-	-	-	(522,148)	
	10337317	PW&E	Facilities Maintenance	8019	Communications	103				(103)	Increase appropriations for SB County radio increase
	10337317	PW&E	Facilities Maintenance	8020	Utilities	30,886				(30,886)	Increase appropriations for new facilities utilities
	10337317	PW&E	Facilities Maintenance	8314	Land & Bldg Improvements	500,000				(500,000)	Increase appropriations for Jesse Turner gym floor replacement File #26-0797, CC Approved 2/24/26
	37300004-103-A	PW&E	Lewis Library Steps	8329	Other Construction	9,098				(9,098)	Carryover purchase orders from FY24/25 (Denied Q1)
	Various	VAR	Various	7017	Cafeteria Plan	(17,939)				17,939	FY25/26 cafeteria adjustment
104 Office of Emergency Svcs						73	-	-	-	(73)	
	10430209	DS	Treasury ERA2	7017	Cafeteria Plan	73				(73)	FY25/26 cafeteria adjustment
106 Self-Insurance						(1,712)	71,533	-	-	73,245	
	10615001	HR	Workers' Compensation	6429	Workers' Comp Charges		71,533			71,533	Increase revenue due to POA Contract Updates and other organizational changes
	10615###	HR	Human Resources	7017	Cafeteria Plan	(1,712)				1,712	FY25/26 cafeteria adjustment
110 GF Operating Projects						6,920	550	-	-	(6,370)	
	40200007-110-A	PD	Metal Recycling Program	6450	Miscellaneous Income		550			550	} Increase revenues and appropriations for metal/gun recycling
	40200007-110-A	PD	Metal Recycling Program	8013	Equip (Non-Comp) <$5000	550				(550)	}
	11040199	PD	Special Operations Project	Various	Operating Accounts	(80)				80	FY24/25 project carryover update
	04032033-110-A	PD	Bike Patrol-CDBG Public Safety	7015	PERS Retirement-F/T	(2,629)				2,629	FY25/26 PMA Contract Update
	04032033-110-A	PD	Bike Patrol-CDBG Public Safety	7017	Cafeteria Plan	9,079				(9,079)	FY25/26 cafeteria adjustment
115 Lease-Fire						-	576,859	-	645,449	(68,590)	
	11528100	FN	Lease-Fire	6835	Contribution From FFD		576,859			576,859	Contribution from Fund #210 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	11528100	FN	Lease-Fire	8790	Operating Transfer Out				(5,700,000)	5,700,000	Reverse Q1 Xfer to Fund #601 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	11528100	FN	Lease-Fire	8790	Operating Transfer Out				2,927,225	(2,927,225)	Xfer to Fund #580 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	11528100	FN	Lease-Fire	8790	Operating Transfer Out				3,418,224	(3,418,224)	Xfer to Fund #601 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
125 Storm Water Compliance						(3,064)	-	-	-	3,064	
	12537401	PW&E	Plan Check Engineering	7017	Cafeteria Plan	(3,064)				3,064	FY25/26 cafeteria adjustment
221 Federal Seizure Treasury						40,000	-	-	-	(40,000)	
	22140383	PD	Fed Asset Sez Treasury	8318	Office Equip Furn & Fix	40,000				(40,000)	Increase appropriations for SWAT equipment

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
223 Federal Asset Seizure						1,597,134	-	-	-	(1,597,134)	
	22340368	PD	NARC - Federal Seizure	8319	Vehicles	290,000				(290,000)	Increase appropriations for (3) Narcotic vehicles and outfitting
	22340373	PD	Federal Seizures	8018	Conference & Meetings	25,000				(25,000)	Increase appropriations for specialized law enforcement training
	22340373	PD	Federal Seizures	8130	Other Professional Svcs	100,000				(100,000)	Increase appropriations for cell tower ping services
	22340373	PD	Federal Seizures	8130	Other Professional Svcs	125,000				(125,000)	Increase appropriations for Flock camera ALPR software upgrade
	40100006-223-A	PD	CAD/RMS Software Project	8130	Other Professional Svcs	35,000				(35,000)	Increase appropriations for CAD/RMS consultant services File#26-0779, CC Pending 2/24/26
	40100007-223-A	PD	License Plate Reader Update	8130	Other Professional Svcs	1,100,000				(1,100,000)	Increase appropriations for license plate reader upgrade
	40102038-223-A	PD	Tiburon CAD/RMS Upgrade	Various Operating Accounts		(77,866)				77,866	Project closed. Return to fund balance
226 Opioid Settlement						250,888	760,000	-	-	509,112	
	22630299	DS	Opioid Program	8130	Other Professional Svcs	(35,591)				35,591	FY24/25 project carryover update
	30200025-226-#	DS	Opioid Program	Various Revenue Accounts			760,000			760,000	} Increase revenues and appropriations for settlements
	30200025-226-#	DS	Opioid Program	8130	Other Professional Svcs	286,479				(286,479)	}
241 Air Quality Mgmt Dist						431,831	-	-	-	(431,831)	
	37600050-241-A	PW&E	O'Day Short Elem SRTS (TDA 2025)	8329	Other Construction	383,660				(383,660)	Increase appropriations for TDA Grant O'Day Short Elementary SRTS City contribution File #26-0768, CC Approval Pending 2/10/26
	37600058-241-A	PW&E	Transit Stop Improvements TDA 2025	8329	Other Construction	48,171				(48,171)	Increase appropriations for TDA Grant Citywide transit stops City contribution File #26-0768, CC Approval Pending 2/10/26
246 Measure I 2010-2040 Local						736,806	-	-	-	(736,806)	
	24637519	PW&E	Traffic Related Signage	8115	Consultant Services	150,000				(150,000)	Increase appropriations for CalTrans signage consultant services
	37600064-246-A	PW&E	TMS Signal Upgrades	8329	Other Construction	115,000				(115,000)	Increase appropriations for TMS signal upgrade
	37600049-246-A	PW&E	Fontana Middle SRTS TDA 2025	8329	Other Construction	246,745				(246,745)	Increase appropriations for TDA Grant Fontana Middle School SRTS City contribution File #26-0768, CC Approval Pending 2/10/26
	37600051-246-A	PW&E	Ted J Porter Elem SRTS (TDA 2025)	8329	Other Construction	225,061				(225,061)	Increase appropriations for TDA Grant Ted J Porter Elementary City contribution SRTS File #26-0768, CC Approval Pending 2/10/26
282 Solid Waste Mitigation						40,595	-	-	-	(40,595)	
	28230113	DS	DS Adm-Solid Waste Program	8130	Other Professional Svcs	25,595				(25,595)	Increase appropriations for SBCFCD cost share
	28230113	DS	DS Adm-Solid Waste Program	8130	Other Professional Svcs	15,000				(15,000)	Increase appropriations for United pumping emergency spill response
301 Grants						63,361	116,481	-	-	53,120	
	30126210	IT	Downtown Sec Improv	5390	Misc Grant Reimb		65,000			65,000	} C/O Torres grant - Downtown Security Improvement
	30126210	IT	Downtown Sec Improv	8130	Other Professional Svcs	8,914				(8,914)	}
	30130299	DS	Housing Grant Project	8015	Computer Softwar <$5000	3,300				(3,300)	FY24/25 project carryover update
	30137221	PW&E	Dwnt Furn-Reyes Funding	5367	State Grant		21,547			21,547	} C/O Reyes grant org budget, moved to project at Q1
	30137221	PW&E	Dwnt Furn-Reyes Funding	8010	Departmental Expense	21,547				(21,547)	}
	30100002-301-B	DS	Oil Payment Program	5329	Oil Recycling Revenue		29,600			29,600	} Increase revenues and appropriations for OPP16 used oil grant
	30100002-301-B	DS	Oil Payment Program	8010	Departmental Expense	29,600				(29,600)	}
	40100004-301-A	PD	ABC Grant - 2025	5325	Police OTS Reimb		334			334	Project closed. Return to fund balance

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
302 ARPA - City						(991)	(990)	-	-	1	
	30237699	PW&E	Capital Projects	5311	Federal Grant Funds		(990)			(990)	FY24/25 project carryover update
	30237699	PW&E	Capital Projects	7015	PERS Retirement-F/T	(991)				991	
303 TDA/Article 3						1,124,400	1,118,012	-	-	(6,388)	
	37600025-303-A	PW&E	Transit Stops Improvements TDA 2021	5352	State TDA		(6,388)			(6,388)	Grant complete. Return to fund balance
	37600049-303-A	PW&E	Fontana Middle SRTS TDA 2025	5352	State TDA		475,000			475,000	Increase revenue and appropriations for TDA Grant Fontana Middle School SRTS File #26-0768, CC Approval Pending 2/10/26
	37600049-303-A	PW&E	Fontana Middle SRTS TDA 2025	8329	Other Construction	475,000				(475,000)	
	37600050-303-A	PW&E	O'Day Short Elem SRTS (TDA 2025)	5352	State TDA		250,000			250,000	Increase revenue and appropriations for TDA Grant O'Day Short Elementary SRTS File #26-0768, CC Approval Pending 2/10/26
	37600050-303-A	PW&E	O'Day Short Elem SRTS (TDA 2025)	8329	Other Construction	250,000				(250,000)	
	37600051-303-A	PW&E	Ted J Porter Elem SRTS (TDA 2025)	5352	State TDA		250,000			250,000	Increase revenue and appropriations for TDA Grant Ted J Porter Elementary SRTS File #26-0768, CC Approval Pending 2/10/26
	37600051-303-A	PW&E	Ted J Porter Elem SRTS (TDA 2025)	8329	Other Construction	250,000				(250,000)	
	37600058-303-A	PW&E	Transit Stop Improvements TDA 2025	5352	State TDA		149,400			149,400	Increase revenue and appropriations for TDA Grant Citywide transit stops File #26-0768, CC Approval Pending 2/10/26
	37600058-303-A	PW&E	Transit Stop Improvements TDA 2025	8329	Other Construction	149,400				(149,400)	
362 CDBG						75,453	108,763	-	-	33,310	
	30200003-362-A	DS	CDBG Project TBD	5328	CDBG Grant Reimbursement		34,032			34,032	Increase revenues and appropriations for CDBG Project TBD budget based on program income spent
	30200003-362-A	DS	CDBG Project TBD	8329	Other Construction	34,032				(34,032)	
	30200004-362-G	DS	Housing Rehab Loan Program	Various	Revenue Accounts		74,732			74,732	Increase revenues and appropriations to match Housing Rehab Loan program
	30200004-362-G	DS	Housing Rehab Loan Program	Various	Operating Accounts	74,732				(74,732)	
	30200011-362-A	DS	CDBG Housing Admin	5328	CDBG Grant Reimbursement		(1)			(1)	Decrease revenues and appropriations to match grant allocation
	30200011-362-A	DS	CDBG Housing Admin	8130	Other Professional Svcs	(1)				1	
	36230200	DS	CDBG Admin	8790	Operating Transfer Out				(33,310)	33,310	Adjust CDBG cost allocation
	30200011-362-A	DS	CDBG Housing Admin	8790	Operating Transfer Out				33,310	(33,310)	
	30200011-362-A	DS	CDBG Housing Admin	8130	Other Professional Svcs	(33,310)				33,310	
	04032033-362-A	PD	Bike Patrol-CDBG Public Safety	7015	PERS Retirement-F/T	(464)				464	FY25/26 PMA Contract Update
	04032033-362-A	PD	Bike Patrol-CDBG Public Safety	7113	Overtime	464				(464)	
363 HOME						(1)	(1)	-	-	-	
	30200017-363-A	DS	Home Program	5328	CDBG Grant Reimbursement		(1)			(1)	Decrease revenues and appropriations to match grant allocation
	30200017-363-A	DS	Home Program	8130	Other Professional Svcs	(1)				1	
386 ASES ELO-P Grant						(69,800)	-	-	-	69,800	
	38624101	CS	ASES ELO-P Admin	Various	Personnel Accounts	(69,800)				69,800	Move personnel appropriations to GF #101 from Fund #386 for PC#24052
401 CFD #1 Southridge Village						10,583	-	-	-	(10,583)	
	40137202	PW&E	Parks	8130	Other Professional Svcs	10,583				(10,583)	Increase appropriations for landscape maintenance for (2) new dog parks
406 CFD #6 The Landings						89,900	-	-	-	(89,900)	
	40637202	PW&E	Parks	8130	Other Professional Svcs	89,900				(89,900)	Increase appropriations for Kohler park restroom and park shelter roofs
580 General Debt Service						-	-	2,927,225	-	2,927,225	
	58028200	FN	General Debt Service	6900	Operating Transfers In			2,927,225		2,927,225	Xfer from Fund #115 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
601 Capital Reinvestment						2,859,464	5,589,312	(2,281,776)	-	448,072	
	60130000	DS	Special Projects	6835	Contribution From FFD		5,589,312			5,589,312	Contribution from Fund #210 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	60130000	DS	Special Projects	6900	Operating Transfers In			(5,700,000)		(5,700,000)	Reverse Q1 Xfer from Fund #115 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	60130000	DS	Special Projects	6900	Operating Transfers In			3,418,224		3,418,224	Xfer from Fund #115 for 2025 LRB Debt Service and Fire Lease Revenue Reconciliation
	60137699	PW&E	Capital Projects	7015	PERS Retirement-F/T	991				(991)	FY24/25 project carryover update
	37300002-601-A	PW&E	Center Stage Theater Renovation	8130	Other Professional Svcs	100,000				(100,000)	Increase appropriations for Stage Red improvements/equipment
	37600041-601-A	PW&E	Homelessness Prevent Res & Care Ctr	8310	Land	40,932				(40,932)	Increase appropriations for The Path property tax refund
	37600063-601-A	PW&E	Courtplace	8329	Other Construction	(2,800,000)				2,800,000	Partial defund of Courtplace project
	37600074-601-A	PW&E	Honor Roll Monument	8329	Other Construction	1,000,000				(1,000,000)	Increase appropriations for Honor Roll Memorial additional construction
	37600080-601-A	PW&E	8572 Sierra - Warm Shell Impr.	8329	Other Construction	500,000				(500,000)	Increase appropriations for 8572 Sierra Oldtimers construction
	37600081-601-A	PW&E	8470 Nuevo - Warm Shell Impr.	8329	Other Construction	800,000				(800,000)	Increase appropriations for 8470 Nuevo New Ministries design File #26-0708, CC Approved 1/13/26
	37600084-601-A	PW&E	Regional Navigation Center	8329	Other Construction	3,217,541				(3,217,541)	Increase appropriations for Navigation Center additional construction
	37000001-601-A	PW&E	Lease Revenue Bond Series 2025A	8130	Other Professional Svcs	(7,900,000)				7,900,000	} Program bond expenditure for pavement rehab bond funds
	37600090-601-#	PW&E	FY 25/26 Pavement Rehabilitation Pr	Various	Operating Accounts	7,900,000				(7,900,000)	}
602 Capital Improvement						240,000	-	-	-	(240,000)	
	60230000	DS	Special Projects	8113	Design/Architect Service	100,000				(100,000)	Increase appropriations for Fontana Fair Grounds design costs
	60230000	DS	Special Projects	8310	Land	140,000				(140,000)	Increase appropriations for SBCTA PE Trail land acquisition
604 Capital Project -TUT						862,600	-	862,600	-	-	
	60437000	PW&E	PW Admin - TUT	8130	Other Professional Svcs	(141,000)				141,000	} Transfer appropriations to replace 5 HVAC Unites at West
	37300007-604-A	PW&E	Public Works HVAC Replacement	8130	Other Professional Svcs	141,000				(141,000)	} Annex Admin
	60437000	PW&E	PW Admin - TUT	6900	Operating Transfers In			862,600		862,600	} Xfer from GF Fund #101 and Increase appropriations for East Courtyard fountain repair, Southridge ballfield shade structure, Sycamore Hills rubber playground surfacing replacement
	60437200	PW&E	Parks & Landscape - TUT	8130	Other Professional Svcs	862,600				(862,600)	}
	60437300	PW&E	Facility Improvement TUT	8130	Other Professional Svcs	200,000				(200,000)	} Transfer appropriations to replenish Q1 Aldea request
	37600090-604-C	PW&E	FY 25/26 Pavement Rehabilitation Pr	8330	Construction Contracts	(200,000)				200,000	}
620 San Sevaine Flood Control						111,023	-	111,023	-	-	
	62037000	PW&E	San Sevaine Eng Admin	6900	Operating Transfers In			75,866		75,866	} Xfer from Fund #674 for DIF reimbursement draw and
	62037000	PW&E	San Sevaine Eng Admin	8097	Reimbursements-Developers	75,866				(75,866)	} increase appropriations for developer reimbursement
	62037000	PW&E	San Sevaine Eng Admin	6900	Operating Transfers In			35,157		35,157	} Xfer from Fund #675 for DIF reimbursement draw and
	62037000	PW&E	San Sevaine Eng Admin	8097	Reimbursements-Developers	35,157				(35,157)	} increase appropriations for developer reimbursement
622 Storm Drain						508,080	-	508,080	-	-	
	62237424	PW&E	S/D Master I-10 North	6900	Operating Transfers In			307,179		307,179	} Xfer from Fund #674 for DIF reimbursement draw and
	62237424	PW&E	S/D Master I-10 North	8097	Reimbursements-Developers	307,179				(307,179)	} increase appropriations for developer reimbursement
	62237424	PW&E	S/D Master I-10 North	6900	Operating Transfers In			200,901		200,901	} Xfer from Fund #675 for DIF reimbursement draw and
	62237424	PW&E	S/D Master I-10 North	8097	Reimbursements-Developers	200,901				(200,901)	} increase appropriations for developer reimbursement

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
630 Circulation Mitigation						2,195,044	-	2,447,341	-	252,297	
	63037000	PW&E	Circulation Mitigation	6900	Operating Transfers In			414,954		414,954	} Xfer from Fund #674 for DIF reimbursement draw and
	63037000	PW&E	Circulation Mitigation	8097	Reimbursements-Developers	414,954				(414,954)	} increase appropriations for developer reimbursement
	63037000	PW&E	Circulation Mitigation	6900	Operating Transfers In			1,319,958		1,319,958	} Xfer from Fund #675 for DIF reimbursement draw and
	63037000	PW&E	Circulation Mitigation	8097	Reimbursements-Developers	1,319,958				(1,319,958)	} increase appropriations for developer reimbursement
	63037000	PW&E	Circulation Mitigation	6900	Operating Transfers In			712,429		712,429	} Xfer from Fund #677 for DIF reimbursement draw and
	63037000	PW&E	Circulation Mitigation	8097	Reimbursements-Developers	712,429				(712,429)	} increase appropriations for developer reimbursement
	37603323-630-A	PW&E	I-15/Baseline Interchange	8329	Other Construction	(252,297)				252,297	Project closed. Return to fund balance
631 Fire Assessment						191,548	-	191,548	-	-	
	63134105	PL	Fire Assessment Projects	6900	Operating Transfers In			66,625		66,625	} Xfer from Fund #674 for DIF reimbursement draw and
	63134105	PL	Fire Assessment Projects	8097	Reimbursements-Developers	66,625				(66,625)	} increase appropriations for developer reimbursement
	63134105	PL	Fire Assessment Projects	6900	Operating Transfers In			38,823		38,823	} Xfer from Fund #675 for DIF reimbursement draw and
	63134105	PL	Fire Assessment Projects	8097	Reimbursements-Developers	38,823				(38,823)	} increase appropriations for developer reimbursement
	63134105	PL	Fire Assessment Projects	6900	Operating Transfers In			86,100		86,100	} Xfer from Fund #677 for DIF reimbursement draw and
	63134105	PL	Fire Assessment Projects	8097	Reimbursements-Developers	86,100				(86,100)	} increase appropriations for developer reimbursement
632 General Government						394,047	-	394,047	-	-	
	63234105	PL	Public Fac DIF-CDA/PLN	6900	Operating Transfers In			80,341		80,341	} Xfer from Fund #674 for DIF reimbursement draw and
	63234105	PL	Public Fac DIF-CDA/PLN	8097	Reimbursements-Developers	80,341				(80,341)	} increase appropriations for developer reimbursement
	63234105	PL	Public Fac DIF-CDA/PLN	6900	Operating Transfers In			46,784		46,784	} Xfer from Fund #675 for DIF reimbursement draw and
	63234105	PL	Public Fac DIF-CDA/PLN	8097	Reimbursements-Developers	46,784				(46,784)	} increase appropriations for developer reimbursement
	63234105	PL	Public Fac DIF-CDA/PLN	6900	Operating Transfers In			266,922		266,922	} Xfer from Fund #677 for DIF reimbursement draw and
	63234105	PL	Public Fac DIF-CDA/PLN	8097	Reimbursements-Developers	266,922				(266,922)	} increase appropriations for developer reimbursement
633 Landscape Medians						79,715	-	79,715	-	-	
	63337000	PW&E	Landscape Medians	6900	Operating Transfers In			50,359		50,359	} Xfer from Fund #674 for DIF reimbursement draw and
	63337000	PW&E	Landscape Medians	8097	Reimbursements-Developers	50,359				(50,359)	} increase appropriations for developer reimbursement
	63337000	PW&E	Landscape Medians	6900	Operating Transfers In			29,356		29,356	} Xfer from Fund #675 for DIF reimbursement draw and
	63337000	PW&E	Landscape Medians	8097	Reimbursements-Developers	29,356				(29,356)	} increase appropriations for developer reimbursement
634 Library Cap Improvement						138,623	-	138,623	-	-	
	63434105	PL	Library DIF-CDS/SP	6900	Operating Transfers In			17,899		17,899	} Xfer from Fund #674 for DIF reimbursement draw and
	63434105	PL	Library DIF-CDS/SP	8097	Reimbursements-Developers	17,899				(17,899)	} increase appropriations for developer reimbursement
	63434105	PL	Library DIF-CDS/SP	6900	Operating Transfers In			10,443		10,443	} Xfer from Fund #675 for DIF reimbursement draw and
	63434105	PL	Library DIF-CDS/SP	8097	Reimbursements-Developers	10,443				(10,443)	} increase appropriations for developer reimbursement
	63434105	PL	Library DIF-CDS/SP	6900	Operating Transfers In			110,281		110,281	} Xfer from Fund #677 for DIF reimbursement draw and
	63434105	PL	Library DIF-CDS/SP	8097	Reimbursements-Developers	110,281				(110,281)	} increase appropriations for developer reimbursement
635 Parks Development						1,195,973	-	1,195,973	-	-	
	63537000	PW&E	Parks Dev Cap Fd-Eng	6900	Operating Transfers In			1,195,973		1,195,973	} Xfer from Fund #674 for DIF reimbursement draw and
	63537000	PW&E	Parks Dev Cap Fd-Eng	8097	Reimbursements-Developers	1,195,973				(1,195,973)	} increase appropriations for developer reimbursement
636 Police Capital Facilities						381,755	-	381,755	-	-	
	63634105	PL	Police Fac DIF-CDA/SP	6900	Operating Transfers In			85,256		85,256	} Xfer from Fund #674 for DIF reimbursement draw and
	63634105	PL	Police Fac DIF-CDA/SP	8097	Reimbursements-Developers	85,256				(85,256)	} increase appropriations for developer reimbursement
	63634105	PL	Police Fac DIF-CDA/SP	6900	Operating Transfers In			49,709		49,709	} Xfer from Fund #675 for DIF reimbursement draw and
	63634105	PL	Police Fac DIF-CDA/SP	8097	Reimbursements-Developers	49,709				(49,709)	} increase appropriations for developer reimbursement
	63634105	PL	Police Fac DIF-CDA/SP	6900	Operating Transfers In			246,790		246,790	} Xfer from Fund #677 for DIF reimbursement draw and
	63634105	PL	Police Fac DIF-CDA/SP	8097	Reimbursements-Developers	246,790				(246,790)	} increase appropriations for developer reimbursement

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
668 CFD #90 Summit @ Rosena Ph 1						600,300	-	-	-	(600,300)	
	66837000	PW&E	CFD #90 Summit @ Rosena Ph I	8330	Construction Contracts	600,300				(600,300)	Increase appropriations for developer reimbursement charges.
674 CFD #111 Monterado						-	-	-	2,313,804	(2,313,804)	
	67437000	PW&E	CFD #111 Monterado	8790	Operating Transfer Out				2,313,804	(2,313,804)	Xfer to Funds #620, 622, 630, 631, 632, 633, 634, 635, 636, 702, 702 for DIF reimbursement draw
675 CFD#107 Highland						117,005	-	-	1,827,393	(1,944,398)	
	67537000	PW&E	CFD #107 Highland	8743	Contribution To FHA	117,005				(117,005)	Contribution to Fund #698 for DIF reimbursement draw
	67537000	PW&E	CFD #107 Highland	8790	Operating Transfer Out				1,827,393	(1,827,393)	Xfer to Funds #620, 622, 630, 630, 631, 632, 633, 634, 636, 702 for DIF reimbursement draw
677 CFD #112 The Gardens Phase One						-	-	-	1,422,521	(1,422,521)	
	67737000	PW&E	CFD #112 The Gardens Phase I	8790	Operating Transfer Out				1,422,521	(1,422,521)	Xfer to Funds# 630, 631, 632, 634, 636 for DIF reimbursement draw
701 Sewer Maint & Operations						2,503	-	-	-	(2,503)	
	70128500	FN	Sewer Billing	7010	Full-Time Employees	2,400				(2,400)	Reclass Account Clerk I to Accounting Tech PC#28006
	70130112	DS	DS Adm-PT & Sewer Program	8019	Communications	103				(103)	Increase appropriations for SB County radio access/maintenance
702 Sewer Capital Projects						62,813	-	115,613	-	52,800	
	70237000	PW&E	Eng Sewer Improvement Ad	6900	Operating Transfers In			19,352		19,352	} Xfer from Fund #674 for DIF reimbursement draw and
	70237000	PW&E	Eng Sewer Improvement Ad	8097	Reimbursements-Developers	19,352				(19,352)	} increase appropriations for developer reimbursement
	70237000	PW&E	Eng Sewer Improvement Ad	6900	Operating Transfers In			96,261		96,261	} Xfer from Fund #675 for DIF reimbursement draw and
	70237000	PW&E	Eng Sewer Improvement Ad	8097	Reimbursements-Developers	96,261				(96,261)	} increase appropriations for developer reimbursement
	70237699	PW&E	Capital Projects	8791	Expenditure Transfer	(52,800)				52,800	FY24/25 project carryover update
703 Sewer Replacement						(3,902,015)	-	-	-	3,902,015	
	70337199	PW&E	Utility & Streets Project	8791	Expenditure Transfer	(3,902,015)				3,902,015	FY24/25 project carryover update
720 Stage Red						820,000	150,000	170,000	-	(500,000)	
	72030100	DS	Stage Red Admin	6425	Donations		150,000			150,000	} Increase revenues and appropriations for SB County
	72030100	DS	Stage Red Admin	8130	Other Professional Svcs	150,000				(150,000)	} Downtown Economic Development grant File #25-0688, CC Approved 1/13/25
	72030104	DS	Stage Red	6900	Operating Transfers In			50,000		50,000	} Xfer from GF #101 and increase appropriations for SB
	72030100	DS	Stage Red Admin	8130	Other Professional Svcs	50,000				(50,000)	} County Downtown Economic Development grant 25% City match
	72030100	DS	Stage Red Admin	8130	Other Professional Svcs	500,000				(500,000)	Increase appropriations for ASM operating funds File #26-0738, CC Approved 1/13/25
	72030104	DS	Stage Red	6900	Operating Transfers In			120,000		120,000	} Xfer from GF Fund #101 for FY25-26 salary savings
	72030100	DS	Stage Red Admin	8130	Other Professional Svcs	120,000				(120,000)	} (PC#30126) and increase appropriations for Soundbox group File #25-0690, CC Approved 12/9/25
751 Fleet Operations						11,620	6,074	10,082	-	4,536	
	75137305	PW&E	Fleet Maintenance	6710	Motorpool Charges		6,074			6,074	Increase revenue due to FY24/25 project carryover update and Midyear O&M
	75137305	PW&E	Fleet Maintenance	6900	Operating Transfers In			10,082		10,082	} Xfer in from GF #101 and increase appropriations for PD Unit
	75137305	PW&E	Fleet Maintenance	8130	Other Professional Svcs	10,082				(10,082)	} 91285E repairs
	75137305	PW&E	Fleet Maintenance	8019	Communications	1,538				(1,538)	Increase appropriations for SB County radio access/maintenance

File #: 26-0810
Agenda #: B.

Agenda Date: 2/24/2026
Category: New Business

FROM:
Engineering

SUBJECT:
Ordinance of the City Council of the City of Fontana, California Rescinding and Replacing Articles I Through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal

RECOMMENDATION:
Waive full reading and introduce for first reading by title only **Ordinance No. 1984**, Ordinance of the City Council of the City of Fontana, California rescinding and replacing Articles I through VIII of Chapter 23 of the Fontana Municipal Code Regarding Sewers and Sewage Disposal.

COUNCIL GOALS:

- To operate in a businesslike manner by correcting problems immediately.
- To promote economic development by establishing a quick, consistent development process.

DISCUSSION:
Chapter 23 of the Fontana Municipal Code ("Sewers and Sewage Disposal") has been assembled and amended incrementally over multiple decades. As a result, comprehensive amendments are necessary to enhance internal consistency and align the City's sewer regulations with current operational requirements. In addition, several regulatory areas governed by Chapter 23-particularly onsite wastewater treatment systems (OWTS) and industrial pretreatment-have evolved substantially under state and federal law, and the City's implementation responsibilities are also shaped by the City's regional sewer service arrangements.

The proposed ordinance is a comprehensive overhaul of Chapter 23 intended to modernize, reorganize, and clarify the City's sewer use regulations. The update represents a coordinated effort by staff to (1) improve readability and internal consistency, (2) align local requirements with current state and federal regulatory frameworks, and (3) ensure the City has clear administrative and enforcement authority to operate an effective sewer program and meet its obligations under applicable sewer service agreements.

Key Revisions

1) *Onsite Wastewater Treatment Systems (OWTS).*

The ordinance updates the City's approach to OWTS to reflect current State Water Resources Control Board policy and the Regional Water Quality Control Board's implementation practices. The revised provisions clarify when sewer connection is required versus when OWTS may be permitted,

and they align thresholds and regulatory triggers with the OWTS Policy “tier” structure and Regional Board oversight. For example, the updated code identifies circumstances where properties served by OWTS must connect to the public sewer or obtain Regional Board authorization (e.g., higher-flow systems, nondomestic discharges, high-strength food service wastewater, Tier 3/Tier 4 corrective action scenarios, or cesspools).

2) *Pretreatment program requirements and enforcement tools.*

The ordinance modernizes pretreatment standards and administrative procedures to support an effective and efficient pretreatment program. The update expands and clarifies staff authority and enforcement mechanisms necessary to regulate nondomestic wastewater discharges, including permit administration, monitoring and reporting, and a full range of enforcement responses. These provisions are structured to support the City’s compliance responsibilities under its regional sewer service agreements and to ensure discharges within the City do not cause pass-through, interference, or other violations at downstream facilities.

3) *Grease interceptor and grease trap requirements.*

The ordinance updates requirements for grease interceptors/grease traps to reflect current best practices and reduce risks of blockages, overflows, and related maintenance and environmental impacts. The revisions clarify when grease control devices are required, improve standards for installation and maintenance, and strengthen the City’s ability to ensure ongoing compliance-particularly for food service and similar high-risk uses.

4) *Fees and charges-clarity and alignment with current practice.*

The ordinance updates fee and charge provisions to better reflect current City operational practices and to provide clearer direction to staff and customers regarding when charges apply, how they are calculated, and how they are administered. This includes clarifying procedural steps tied to permitting and use-related charges, improving transparency, and reducing ambiguity that can lead to inconsistent application.

5) *Organization, terminology, and cross-references.*

Finally, the ordinance performs a comprehensive internal cleanup of Chapter 23 by standardizing terminology, correcting and updating cross-references, and improving overall organization. This work is intended to make the code more uniform and user-friendly for customers, developers, and regulated users, while also improving day-to-day administration for staff.

Conclusion

Overall, the proposed ordinance is a substantial modernization of the City’s sewer use code. It is designed to provide a clearer and more enforceable regulatory framework; align local standards with current state and federal requirements; and better position the City to implement OWTS oversight, pretreatment controls, and grease management consistent with contemporary regulatory expectations and the City’s regional wastewater service obligations.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item.

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING CHAPTERS 23 (SEWERS AND SEWAGE DISPOSAL) AND 30 (ZONING AND DEVELOPMENT CODE) OF THE FONTANA MUNICIPAL CODE, REGARDING ONSITE WASTEWATER TREATMENT SYSTEMS.

WHEREAS, the City of Fontana ("City") owns and operates a municipal sewer enterprise, including facilities for the collection and conveyance of wastewater (the "Sewer System"); and

WHEREAS, the City Council may adopt ordinances not in conflict with the Constitution and laws of the State of California or the United States (Gov. Code, § 37100), and may adopt reasonable rules and regulations for the conduct of the City's sewer enterprise (Gov. Code, §§ 54309, 54343); and

WHEREAS, Chapter 23 ("Sewers and Sewage Disposal") of the Fontana Municipal Code was adopted and amended over time, and the City Council desires to update Chapter 23 to improve clarity and consistency and to reflect current regulatory requirements and City practices; and

WHEREAS, the City is a party to sewer service agreements with the City of Rialto and the Inland Empire Utilities Agency ("IEUA") that require the City to regulate discharges to the Sewer System in a manner consistent with applicable state and federal law and the terms of those agreements; and

WHEREAS, the City desires to rescind and replace Articles I through VIII of Chapter 23 to modernize and clarify sewer use regulations, including updates to onsite wastewater treatment system (OWTS) provisions consistent with State and Regional Board requirements, updates to pretreatment and enforcement provisions, updates to grease control requirements, updates to fee and charge provisions, and corrections to terminology and cross-references.

THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

Section 2. Amendment of Municipal Code. Articles I through VIII of Chapter 23 are hereby rescinded and replaced as set forth in Exhibit A, which exhibit is incorporated into this Ordinance by this reference.

Section 3. Environmental Review. Based upon the whole of the administrative record before it, the City Council hereby finds that adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15061(b)(3) and 15378(b)(5). An activity is subject to CEQA only if that activity has "the potential for causing a significant effect on the environment." (State CEQA Guidelines, § 15061(b)(3).) An activity is thus exempt from CEQA "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." (*Ibid*.) Here, the Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15061(b)(3).) Approval of the Ordinance constitutes an administrative activity of the City and is additionally exempt from CEQA on that basis. (State CEQA Guidelines, § 15378(b)(5).)

Section 4. Effective Date. This Ordinance shall go into effect thirty (30) days after the date of its passage and adoption.

Section 5. Publication. The City Clerk is hereby directed to certify the adoption of this Ordinance and cause a summary of the same to be published as required by law.

Section 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council of the City of Fontana hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrases be declared unconstitutional.

APPROVED AND ADOPTED this 10th 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 Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 24th day of February, 2026 and was finally passed and adopted not less than five days thereafter on the 10th 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

CHAPTER 23 SEWERS AND SEWAGE DISPOSAL[1]

ARTICLE I *IN GENERAL*

Sec. 23-1. Definitions and abbreviations.[2]

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or Clean Water Act means the Federal Water Pollution Control Act of 1972, as amended, 33 USC Section 1251 et seq.

Analytical methods means the sampling referred to in 40 CFR Section 403.7(b)(2)(i—iv), and analysis of these samples shall be performed in accordance with the techniques prescribed in 40 CFR Section 136 and amendments thereto. Where 40 CFR Section 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the City or other parties, approved by the EPA.

Applicant means the person making application for a permit issued under this chapter. In the case of a sewer connection permit, the applicant shall be the owner of premises to be served by the sewer for which a permit is requested, or his authorized agent.

At-grade system means an OWTS dispersal system with a discharge point located at the preconstruction grade (ground surface elevation). The discharge from an at-grade system is always subsurface.

Authorized representative means:

(1) If the industrial user is a corporation:

(A) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(B) The manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including the explicit or implicit duty to make major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to father complete and accurate information for wastewater discharge permit requirements; and where authority to sign documents has been delegated to the manager in accordance with corporate procedures.

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[1] **Cross reference—** Public works department, § 2-311; buildings and building regulations, ch. 5; toilet facilities on construction projects, § 5-7; plumbing, § 5-86 et seq.; standards for utilities in flood hazard areas, § 12-40; health, ch. 13; solid waste, ch. 24; subdivisions, ch. 26; utilities, ch. 27.

State Law reference— Sewers generally, Health and Safety Code § 4600 et seq.; authority of City to regulate construction of sewers, Government Code §§ 38660, 38900.

[2] **Cross reference —** Definitions and rules of construction generally, § 1-2.

(2) If the industrial user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the industrial user is a federal, state or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or their designee.

(4) The individuals described in subsections (1) through (3) may designate a Duty Authorized Representative if the authorization is in writing; the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates.

If authorization under subsection (4) of this definition is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subsection (4) of this definition must be submitted to the City prior to or together with any reports to be signed by an authorized representative.

Average daily flow means the number of gallons of wastewater discharged into the sewer system during a 24-hour period.

Best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Biochemical oxygen demand or BOD is the measurement of the dissolved oxygen used by microorganisms in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees Celsius, usually expressed as a concentration (e.g. mg/L).

Building means any structure used for human habitation or a place for business, industry, recreation or any other purpose containing sanitary plumbing facilities.

Building Official means the building official for the City of Fontana or their designee.

Building sewer means that portion of any sewer beginning at the plumbing or drainage outlet of any building and running to the property line or to an OWTS.

Bypass means intentional diversion of waste streams from any portion of a user's treatment facility.

Categorical standards means the federal categorical pretreatment standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the POTW by existing or new industrial users in specific industrial categories established as separate regulations under the appropriate subpart of 40 CFR chapter 1, subchapter N, Parts 405-471 as it exists and as it may be amended.

Cesspool means an excavation in the ground receiving domestic wastewater, designed to retain the organic matter and solids, while allowing the liquids to seep into the soil. Cesspools differ from seepage pits because cesspool systems do not have septic tanks. The term cesspool does not include pit-privies and out-houses.

Chief Financial Officer means the chief financial officer for the City of Fontana or their designee.

Chemical oxygen demand or COD means the quantity of oxygen required to chemically oxidize material in a waste sample, expressed in milligrams per liter, under specific conditions of oxidizing agent, temperature and time.

City means the City of Fontana or the City Council of the City of Fontana.

City Manager means the City manager for the City of Fontana or their designee.

Commercial users include all retail stores, restaurants, office buildings, laundries and other private business and service establishments, schools, churches and all public and private institutions.

Compliance time schedule means a formal timetable for achieving compliance required of industrial users in violation of the provisions of this chapter. Each compliance time schedule shall contain milestone dates as well as a final compliance date and shall be approved by the Public Works Director.

Control Authority means owner and operator of the wastewater treatment plant that treats wastewater generated within the City's boundaries, i.e., IEUA or the City of Rialto, as applicable.

Daily maximum means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily maximum limit means the maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where the daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Discharger means any person who causes or contributes a discharge into the sewer or storm drain system.

Dispersal system means a leachfield, seepage pit, mound system, at-grade, subsurface drip field, evapotranspiration and infiltration bed, or other type of system for final wastewater treatment and subsurface discharge.

Domestic wastewater or domestic sewage means water bearing wastes derived from the ordinary living processes and of such character as to permit satisfactory disposal in the POTW.

Effluent means treated wastewater flowing from an industrial user or wastewater treatment facilities. *Electrical conductivity or EC* means the ability of a solution to carry an electrical current, expressed in terms of micromhos per centimeter at 25 degrees Celsius, and analyzed in accordance with the most recent publication of Standard Methods.

Environmental Protection Agency or EPA means the federal Environmental Protection Agency, its administrator or its duly authorized representative.

Equivalent dwelling unit (EDU) means a measure of sewage flow equivalent in quantity and strength to the daily flow of an average single-family household.

Food processing facility means wholesale or retail facilities, including restaurants, which handle, process or prepare food intended for human and/or animal consumption.

General and departmental overhead means:

(1) Maintenance and operating fund. Rental costs attributable to building occupancy shall be allocated based on the pro rata share of floor space used.

(2) Sewer capital fund. Costs attributable to the expenditure of such funds not directly chargeable to a construction project. Such costs are to be limited to a fixed percentage of the construction cost of a construction project not to exceed ten percent. Such percentage is to be deemed for the purpose of paying for the project's general and departmental administrative costs of the City.

Grab sample means a sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Gravity separation interceptor means an approved detention chamber designed to remove grease, oil, and solids from wastewater before discharge to the sewer system.

Hazardous substance means any substance capable of creating imminent endangerment to health or the environment, including but not limited to any substance designated under the Clean Water Act, 40 CFR this sections 307 and 311; or any imminently hazardous chemical substance subject to regulation under the Toxic Mixtures or Substances Control Act, 15 USC Section 2601 et seq. In general, hazardous substance means substances which are toxic, explosive, corrosive, flammable, or irritants, or which generate pressure through heat or decomposition.

Hazardous waste means any hazardous substance which is either the resultant or intermediate or final byproduct of any process.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

House connection sewer means the portion of a sewer lying within a public street connecting a building sewer to the main sewer.

Industrial users means all users classified as industrial under the Clean Water Act and the General Pretreatment Regulations (40 CFR Part 403) and shall include all dairies.

Indirect discharge means the discharge or the introduction of pollutants from any nondomestic source regulated under Section 307(b) or (c) of the Act (33 USC Section 1317), into the sewer system and POTW, including holding tank waste discharged into the system.

Inland Empire Utilities Agency or IEUA means the owner and operator of regional wastewater treatment facilities. A portion of the wastewater generated within the City's boundaries is transported to IEUA's facilities for treatment.

Interference means a discharge, that alone or in conjunction with other discharges, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and

(2) Causes a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder, or more stringent state or local regulations: Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Local limit means specific discharge limits developed and enforced by the IEUA or the City of Rialto upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR Section 403.5(a)(1) and (b).

Local system means a sewer system consisting of but not limited to sewer lines, manholes, stub-outs, and/or house connection sewer laterals designed and intended to serve a particular tract or group of dwellings.

Lower explosive limit or LEL means the minimum concentration of a combustible gas or vapor in the air which will ignite if an ignition source is present.

Mound system means an aboveground dispersal system (covered sand bed with effluent leachfield elevated above original ground surface inside) used to enhance soil treatment, dispersal, and absorption of effluent discharged from an OWTS treatment unit such as a septic tank. Mound systems have a subsurface discharge.

Multi-family dwelling means a structure or group of structures, separate or connected, on one parcel of land, occupied or intended for occupancy by more than one family or living group.

New Source means

(1) any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that Section, provided that:

(A) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(B) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(C) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this subsection has commenced if the owner or operator has:

(A) Begun, or caused to begin, as part of a continuous onsite construction program

1. any placement, assembly, or installation of facilities or equipment; or (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

Non-contact cooling water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Nondomestic wastewater means wastewater arising from or associated with a nondomestic operation. Such operation shall be understood to include the following: production or refining of petroleum; production, processing, packing or canning of fruits, vegetables, meat or beverages; laundering of clothes in public laundries; public self-service laundries; hospitals; restaurants; vehicle service facilities, wash racks and garages; production of fertilizer; keeping of livestock or poultry and operation of dairies; production or dyeing of textiles; production of soap and other detergents or chemicals; production and processing of plastic; cleaning of tanks, tank cars or barrels; plating or processing of metals; processing or reclamation of refuse; the washing of equipment or spaces used in nondomestic operations; and any other similar manufacturing, processing and servicing operations. Nondomestic wastewater does not include the following: wastewaters from the operation of hotels, schools, single- or multi- family dwellings and places engaged exclusively in retail business.

Oil and grease means any of the following in part or in combination:

(1) Petroleum derived products, e.g., oils, fuels, lubricants and solvents.

(2) Vegetable derived products, e.g., oils, shortenings and soluble cutting oils.

(3) Animal derived products, e.g., fats, greases, oils and lard.

Onsite waste treatment system (or *OWTS*) means any individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS includes any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for the subsurface disposal of sewage. OWTS do not include "graywater" systems pursuant to Health and Safety Code Section 17922.12.

Owner means the person having legal title to a property or the person having an interest in a property through a contract of sale, long-term lease or similar agreement.

OWTS Policy means the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems, dated June 19, 2012, adopted by the State Water Resources Control Board on June 19, 2012, in Resolution No. 2012-0032, approved by the Office of Administrative Law on November 13, 2012, with an effective date of May 13, 2013, and any amendments thereto.

Pass-through means any discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with other discharges, cause a violation of the POTW's national pollutant discharge elimination system permit, including an increase in the magnitude or duration of a violation.

Permit means any written authorization required pursuant to this chapter or any other regulation of the City for the installation or use of any part of the sewer system.

Person means an individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities

pH means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions, expressed in gram equivalents per liter of solution.

Planning Department means the planning department for the City of Fontana or their designee.

Pollutant means any agent that may cause, contribute to or increase the degradation of the water quality of the waters of the United States including but not limited to dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxiCity, or odor).

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes or other means, except as prohibited by 40 CFR Section 403.6(d).

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on a user.

Pretreatment wastes means all wastes, liquid or solid, removed from nondomestic wastewater by physical, chemical or biological means.

Private sewage disposal facility means an independent sewage disposal system not connected to the sewer system and which accommodates one or more structures, buildings or industries.

Property means a parcel of land together with any buildings or appurtenances.

Public sewer means a sewer lying within a street and which is controlled by or under the jurisdiction of the City.

Publicly owned treatment works or POTW means treatment works (as defined 33 USC Section 1292) owned and operated by IEAU, the City, or the City of Rialto. This definition includes any devices or systems used in the storage, treatment, recycling and reclamation of sewage. It also includes sewers, pipes, lift stations and other conveyances which convey wastewater to wastewater treatment facilities.

Public Works Director means that person designated as the director of the City of Fontana Public Works Department or their designee.

Regional sewer service agreement means either (1) the agreement entitled "Regional Sewage Service Contract," dated November 1, 2023, as it exists and may be amended from time to time, entered into by and between the City, IEUA, and other contracting agencies, which governs the discharge of sewage from the City's sewer system into IEUA's sewerage system, or (2) the agreement entitled "Extra Territorial Sewer Service Agreement," dated July 16, 1991, as it exists and may be amended from time to time, entered into by and between the City and the City of Rialto, which governs the discharge of sewage from the City's sewer system into the City of Rialto's sewerage system.

Replacement OWTS means an OWTS that has its treatment capaCity expanded, or its dispersal system replaced or added onto, after the effective date of this Policy.

Residential users means any single-family dwelling, multi-family dwelling or mobile home park for the purpose of sewer use charge determination.

Restaurant means any retail establishment selling prepared foods and drinks for consumption on the premises, which shall include but not be limited to restaurants, lunch counters, drinking places and refreshment stands selling prepared foods and drinks for immediate consumption. Restaurants, lunch counters, drinking places and refreshment stands operated as subordinate service facilities by other establishments shall also be included.

Service unit (SU) means the unit derived from a mathematical formula in which daily flow, biochemical oxygen demand and suspended solids are converted to a numerical value in proportion to residential levels for the same three variables.

Service unit rate is the monthly charge per service unit.

Sewage means wastewater.

Sewage factor (SF) is a calculated or assigned percentage used to determine the EDU for commercial and industrial structures.

Sewer connection permit means a permit used for the connection of a property to the sewer system.

Sewer deposits means funds provided by property owners pursuant to Section 23-312 for guarantee of payment of sewer service charges. These funds are recorded and accounted for in the maintenance and operating fund, and only the interest earnings may be used for maintenance and operating expenses.

Sewer service charge is the product of service units and the service unit rate.

Sewer system means all facilities owned and operated by the City or owned or operated by others for the benefit of the City for collecting, pumping, treating and disposing of sewage. At times, this chapter may refer to the sewer system as the City's sewer system.

Significant industrial user means any industrial user of the POTW who:

(1) Is subject to categorical standard(s);

(2) Has an average daily flow of 25,000 gallons or more of process wastewater, excluding sanitary, non-contact cooling and boiler blowdown wastewater; or

(3) Has a discharge which makes up five (5) percent or more of the average dry-weather hydraulic or organic capaCity of the wastewater treatment facilities receiving the wastewater; or

(4) Has in its wastes toxic pollutants; or

(5) Is designated by the Public Works Director to have a reasonable potential, either singly or in combination with other contributing industries, for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

Single-family dwelling means a single structure together with any garage, guestroom, servant's quarters or similar appurtenant structure on a parcel of land designed for use by one family or living group.

Single pass cooling water non-contacting cooling water which is used only once and then discarded.

Single pass heating water means water used solely for the purpose of heating, which has no direct contact with any raw material, intermediate or final product, and is used only once and then discarded.

Slug discharge means any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate the POTW's regulations, local limits or permit conditions. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 23-117.

Source means a point of discharge to the sewer system.

Solvent management plan or toxic organic management plan means a plan submitted to the City by an industrial user which specifies to the Public Works Director's satisfaction the solvents and other toxic organic compounds used, the methods of disposal used, and procedures for ensuring that solvents and other toxic organics do not routinely spill or leak into the wastewater.

Special sewer permit means a permit issued for a special use of the sewer system.

Suspended solids or *SS* means that fraction of the total solids with particle size greater than one micron as determined by passing a known volume of liquid through a filter.

Standard industrial classification or SIC means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

Standard Methods means "Standard Methods for the Examination of Water and Wastewater," prepared and published by the American Public Health Association, American Water Works Association and Water Pollution Control Federation.

Storm drain system means all storm water conveyance and treatment facilities located in the City, including, but not limited to, conduits, natural or artificial storm drains, catch basins, storm drain manholes, storm water pumping facilities, pumping stations and equipment. This definition of storm drain system shall not be construed as affecting in any way the City's ownership, use or control of property for municipal liability purposes.

Storm water means urban runoff and snowmelt runoff consisting only of those discharges which originate from precipitation events. Storm water is that portion of precipitation that flows across a surface to the storm drain system or receiving waters.

Street means any public highway, road, street, avenue, alley, way, public place, public easement or right-of-way.

Structure means building.

Stub-out means a partial house connection sewer extending laterally from the sewer main to a point just beyond the edge of the pavement or curbing which is within the right-of-way adjoining the properties which will be served by the sewer main.

Temporary user means any user who is granted temporary permission by the Public Works Director to discharge unpolluted water or wastewater to the sewer system and controlled by a wastewater discharge permit.

Total dissolved solids or TDS means the quantity of nonvolatile substances remaining after filtration through a standard glass fiber filter and drying to constant weight at 180 degrees Celsius, expressed in terms of milligrams per liter and analyzed in accordance with the most recent publication of Standard Methods. TDS shall be synonymous with total filterable residue (TFR).

Total suspended solids or TSS means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by Environmental Protection Agency under Section 307(a) Clean Water Act 307(a) or federal laws.

Trailer space means an area within a trailer court designated for use by a trailer, whether the space is occupied or not, provided the space is served by plumbing connected to the sewer system.

Unpolluted water means single pass cooling water, single pass heating water, air conditioning condensate, ice melt, condensate and rainwater.

User means any person who contributes, causes or permits the contribution of wastewater into the City's sewer system; or recipient of wastewater collection and treatment services.

Utility means an enterprise operated for the benefit of the citizens of the City.

Wastewater means the liquid and water-carried industrial or domestic wastes and sewage from residential, dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater discharge permit means the regulatory procedure established and enforced by the Public Works Director to control the flow of wastes into the POTW. Wastewater discharge permit shall also mean a permit issued by the City as provided in and subject to provisions of Division 7 of Article II and payment of fee requirements of Section 23-50.

Wastewater treatment facilities means the structures, equipment and processes owned and operated by the City, the City of Rialto, or IEUA which are required to transport, treat and dispose of domestic and nondomestic wastewater.

Wastewater treatment plant means the portion of the POTW designed to provide wastewater treatment.

Water conditioning device means any device used to soften or otherwise condition water, including zeolite or resinous anion or cation exchange softeners, demineralizers and any other like devices.

Water supply means the water supply serving the area tributary to the sewer system. Water supply to an individual establishment shall be interpreted as meaning specifically a composite analysis over a 12-month period of samples of the water served to an establishment or location as determined by testing and compositing samples and analyses approved by the Public Works Director.

Waters of the United States means those waters that are more particularly described in 40 CFR Section 120.2.

(b) *Abbreviations*. For purposes of this chapter, the following abbreviations shall have the meanings designated in this subsection:

BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
COD	Chemical oxygen demand
EC	Electrical conductivity
EPA	Environmental Protection Agency
l	Liter
IEUA	Inland Empire Utilities Agency
MBAS	Methylene blue activated substances
mg	Milligrams
mg/l	Milligrams per liter
NPDES	National pollutant discharge elimination system
OTWS	Onsite waste treatment system
POTW	Publicly owned treatment works

RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
SIU	Significant industrial user
SNC	Significant noncompliance
SWDA	Solid Waste Disposal Act, 42 USC §6901 et seq.
TDS	Total dissolved solids
TRC	Technical review criteria
TSS	Total suspended solids
µg	Micrograms
µg/l	Micrograms per liter
µmhos/cm	Micromhos per centimeter
USC	United States Code

Sec. 23-2. Applicability.

This chapter is intended to provide rules and regulations for construction and use of building sewers, local sewers, the City's sewer system and storm drain system.

Sec. 23-3. Compliance.

(a) All work with respect to sewer construction and disposal of sewage and drainage of buildings and connection to the City's sewer system shall be done in conformity with this chapter and not otherwise.

(b) No person shall connect to, construct, install, provide, maintain or use any means of sewage disposal from any building in the City other by connection to a public sewer, or inhabit or produce any sewage in any building not connected to a public sewer, except in the manner provided in this chapter.

(c) No person shall conduct, make, permit, authorize or otherwise cause or allow any discharge into the sewer system or storm drain system except in conformity with and in a manner allowed by this chapter.

(d) No person shall take, perform, permit, authorize, or otherwise cause or allow any action that would cause the City to violate any federal, state, or local law, permit, or regional sewerage agreement.

(e) Every person who owns an OWTS must comply with the responsibilities and duties for OWTS owners set forth in the OWTS Policy.

Sec. 23-4. Public Works Director.

(a) The City Manager shall appoint a Public Works Director, which office shall be under the terms and subject to the provisions of chapter 20. The salary of the Public Works Director is to be fixed by the City Council from time to time by resolution.

(b) The Public Works Director shall have power and it shall be his duty to enforce all rules and regulations concerning the sewer system and storm drain system, to supervise the maintenance and operation of the system and to make necessary repairs thereto.

Sec. 23-5. Connection required and OTWS prohibited, generally.

(a) The owner of any premises with structure in or from which sewage is generated must connect the structure directly with the sewer system in accordance with Article III, unless exempted under the provisions thereof.

(b) Except as provided in Article III, it shall be unlawful to construct or maintain an OWTS.

Sec. 23-6. Unlawful disposal of waste.[3]

It shall be unlawful for any person to place, deposit or permit to be deposited upon public or private property within the City, or in any area under the jurisdiction of the City, any human excrement, garbage or other objectionable waste unless otherwise authorized by the City.

Sec. 23-7. Pollution of waters.

It shall be unlawful to discharge into any stream or watercourse any sewage, wastes or other pollution, except where suitable treatment has been provided in accordance with the provisions of this chapter. The City's authorization to discharge into any stream or watercourse does not relieve any person of the obligation to comply with applicable state or federal laws.

Sec. 23-8. Compliance required prior to occupancy.

No building shall become occupied until the owner of the premises has complied with this chapter and any rules and regulations of the City.

Sec. 23-9. Fees, charges, etc.

Unless otherwise specified herein, all fees, charges, rates, deposits, surcharges, fines, and penalties under this chapter shall be established, and may be updated, by resolution of the City. Additional provisions related to fees and charges are contained within Articles II, V, and VII.

Sec. 23-10. Reserved.

Sec. 23-11.Use of noncomplying building.

Continued habitation of any building or continued operation of any building in violation of the provisions of this chapter or any other ordinance, rule or regulation of the City is hereby declared to be a public nuisance. Pursuant to Chapter 18 of this Code, the City may commence an action or actions for the abatement thereof, in the manner provided by law, including those established in Chapter 18 of this Code.

Sec. 23-12. Disconnection of service.

As an alternative method of enforcing the provisions of this chapter or any other ordinance, rule or regulation of the City pertaining to the sewer system, the Public Works Director shall have the power to disconnect the user from the sewer system. Upon disconnection, the Public Works Director shall estimate the cost of disconnection from and reconnection to the system and such user shall deposit the cost, as estimated, of disconnection and reconnection in accordance with Section 23-356. Any part of the deposit remaining after payment of all costs of disconnection and reconnection shall be refunded.

Sec. 23-13. Occupation of building while service disconnected.

During the period of disconnection as provided for in Section 23-12, habitation of the subject property shall constitute a public nuisance, whereupon the City shall cause proceedings to be brought for the abatement. In such event, and as a condition of reconnection, there is to be paid to the City a reasonable attorney's fee and cost of such proceedings.

Sec. 23-14. Liability of City.

The City and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising during or growing out of the performance of any work by any applicant under a sewer connection permit. The applicant shall be answerable for and shall save the City and its officers, agents and employees harmless from any liability imposed by law upon the City or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending such action or in seeking to enforce this

[3] **Cross reference—** Solid waste, ch. 24.

provision. The applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

Sec. 23-15. Liability for damage caused by violations.

Any person violating any of the provisions of this chapter and other ordinances, rules or regulations of the City pertaining to the sewer system shall become liable to the City for any expense, loss or damage sustained by the City by reason of such violation.

Sec. 23-16. Notice of Correction (NOC) and Notice of Violation (NOV)

(a) Notice of correction (NOC). Whenever the Public Works Director finds that any person threatens to violate or has already violated any provision contained in this chapter, except Articles II and IX, the City may serve upon such person a written notice of correction stating the nature of the violation and the necessary actions that must be implemented to correct the situation. The NOC shall stipulate a time period by which the problem must be corrected and the penalties for noncompliance. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.

(b) Notice of violation (NOV).

(1) When the Public Works Director finds that any person has failed to comply with a notice of correction or has violated or continues to violate any provision contained in this chapter, except Articles II and IX, the City may serve upon such person a written notice of violation stating the nature of the violation and the penalties for noncompliance. At a minimum, the notice of violation shall require that the person to submit to the Public Works Director, within a time period specified in the notice, a plan indicating the cause of the violation and corrective actions which will be taken to prevent recurrence. The time period for submittal shall not exceed more than 30 days. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action.

(2) Every day during which a violation of this chapter, except Articles II and IX, continues to exist shall constitute a separate offense.

(3) Pursuant to Government Code sections 53069.4 and 36900(b), the following violation assessments will apply to the issuance of a notice of violation by the Public Works Director:

(A) A first notice of violation may be issued for a first violation of this chapter, except Articles II and IX, and may be punishable by a fine of $100.

(B) A second notice of violation shall be issued for a second violation of this chapter, except Articles II and IX, within one year and shall be punishable by a fine of $200.

(C) A third notice of violation shall be issued for a third violation of this chapter, except Articles II and IX, within one year and shall be punishable by a fine. Each additional violation of this chapter, except Articles II and IX, within one year shall also be punishable by a fine of up to $500.

Sec. 23-17. Reserved.

Sec. 23-18. Civil remedies.

In addition to any other remedies provided by this Code or available to the City under applicable law, the City, through its City attorney, may enforce violations of this chapter by filing a complaint in superior court seeking any applicable civil remedies, including, without limitation, declaratory or injunctive relief.

In any such action commenced by the City attorney, the City shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees and expert expenses.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for taking any other action against a person in violation of this chapter. The City may institute further legal action to collect such penalties in the event that a person fails or refuses to pay said penalty within thirty (30) days from the date that it has been assessed.

Sec. 23-19. Violations deemed a public nuisance.

Any violation of this chapter is hereby declared to be unlawful and a public nuisance and the City attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions for the abatement thereof, in the manner provided by law, including those established in Chapter 18 of this Code.

The cost of such abatement shall be borne by the owner of the property where the public nuisance occurs. The costs thereof may become a lien upon and against the property, if the costs are not paid and such lien shall continue in existence until the same shall be paid. If the lien is not satisfied by the owner, the property may be sold in satisfaction thereof in a like manner provided by law.

Notwithstanding anything in this chapter to the contrary, the City may take all action necessary to inspect, investigate, assess, remedy or otherwise abate any discharge of wastewater on or into any public property.

Sec. 23-20. Criminal penalties.

Any person violating any of the provisions of chapter shall be guilty of a misdemeanor and shall be subject to a fine not to exceed $1,000.00, or by imprisonment not to exceed six months, or by both such fine and imprisonment. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any such person, and shall be punished accordingly.

Sec. 23-21. Administrative Hearings and Appeals.

(a) Any person who violates any provision of this chapter, or any permit or order issued hereunder, or any person subject to an order, waiver, permit condition, permit modification, disapproval of a permit application, or any other decision made by the Public Works Director under this chapter, may request—or the Public Works Director may order—an administrative hearing. An administrative hearing officer not directly involved in the enforcement of this chapter shall preside over the hearing, at which each party shall have the right to present evidence.

(1) The person requesting an administrative hearing may request a stay of the challenged decision or action during the pendency of the administrative hearing. The Public Works Director may grant such a request upon a finding that a stay does not threaten public health or safety, including damage to the sewer or storm water systems.

(2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during pendency of the administrative hearing, unless the Public Works Director or administrative hearing officer determines that such a stay would threaten public health or safety.

(b) The City shall serve written notice on the person subject to the hearing. The notice shall specify the time and place of the hearing, the challenged action or violation, and the proposed enforcement action, if any. For administrative hearings regarding proposed enforcement actions under this chapter, the notice shall direct the person subject to the enforcement action to show cause before the hearing officer why the proposed enforcement action should not be taken. The notice of hearing shall be served personally or by registered or certified mail, return receipt requested, at least ten (10) days and no more than sixty (60) days before the hearing. Service may be made on any agent or officer of the person.

(c) Such a hearing shall not be a bar to, or a prerequisite for, taking any other authorized action against the person.

(d) Administrative hearing decisions issued pursuant to this chapter may be appealed to the City Manager. The City Manager may amend, modify, confirm, or reject any such decision, provided that

the purpose and intent of this chapter are not violated. The City Manager's determination shall constitute the final administrative decision of the City.

(1) The person requesting an appeal may request a stay of the administrative hearing decision during the pendency of the appeal. The City Manager may grant such a request if the City Manager finds that granting the stay does not threaten public health or safety, including potential damage to the sewer or storm water systems.

(2) Notwithstanding subsection (1), the imposition of fines or penalties shall be automatically stayed during the appeal period, unless the Public Works Director, administrative hearing officer, or City Manager determines that such a stay would threaten public health or safety.

Sec. 23-22. Notice.

Unless otherwise specifically provided, all notices required under this chapter shall be given in writing and served by messenger or by first class, certified or registered mail. Notice shall be deemed received as follows, depending upon the method of transmittal:

(a) By messenger, as of the date delivered; or

(b) By United States mail, first class, certified or registered, as of 72 hours after deposit in the United States mail, or

(c) By electronic mail (e-mail), as of the date delivered.

Sec. 23-23 to 23-40 Reserved.

ARTICLE II *INDUSTRIAL WASTE*

DIVISION 1. GENERALLY

Sec. 23-41. Scope; objectives.

(a) This article sets forth uniform requirements for all users of the POTW within the sphere of influence of the City. This article enables the City to comply with agreements between the City and applicable Control Authority and all applicable state and federal laws, including the Clean Water Act and General Pretreatment Regulations (40 CFR Part 403). The objectives of this article are to:

(1) Prevent the introduction of pollutants into the POTW which will interfere with the operation of the POTW or contaminate the resulting sludge;

(2) Prevent the introduction of pollutants into the POTW which will pass through, inadequately treated, into receiving surface waters, groundwaters or the atmosphere, or otherwise be incompatible with the POTW;

(3) To promote reuse of wastewaters and sludges from the system; and

(4) Protect and preserve the health and safety of the citizens and personnel of the City.

(b) This article provides for regulation of wastewater through issuance of wastewater discharge permits to certain industrial users and enforcement of general requirements for the other users. The Article also authorizes monitoring and enforcement activities and user reporting and provides for the setting of fees for the equitable distribution of costs for sewer service.

Sec. 23-42. Reserved.

Sec. 23-43. Administration.

Except as otherwise provided, the Public Works Director shall administer, implement and enforce the provisions of this article. Any powers granted to or duties imposed upon the Public Works Director may be delegated by the Public Works Director to a duly authorized City employee.

Sec. 23-43.1 IEUA; Regional pretreatment agreement.

Pursuant to its regional sewer service agreement with IEUA, the City authorizes IEUA to regulate industrial users within the corporate limits of the City that are tributary to IEUA's sewerage system and grants IEUA fully enforceable legal authority to inspect, permit, and control indirect discharges to IEUA's sewerage system. The regional sewer service agreement, and any subsequent agreements and amendments entered into by the City and IEUA in furtherance thereof, are hereby adopted and incorporated by reference as if fully set forth herein. Copies of the regional sewer service agreement, and any subsequent agreements or amendments, are on file with the City Clerk of the City of Fontana. To the extent this article conflicts with the regional sewer service agreement with IEUA or IEUA's pretreatment ordinance, as currently adopted and as may be amended from time to time, the regional sewer service agreement with IEUA and IEUA's pretreatment ordinance shall control.

Sec. 23-44. Inspection and sampling.

(a) The Public Works Director shall have the right to enter the property of any user whom the Public Works Director has reason to believe may be a generator of nondomestic wastewater, to inspect facilities and determine compliance with all provisions of this article, a wastewater discharge permit, or order issued hereunder. Persons or occupants of premises where nondomestic wastewater is created or discharged, or where the Public Works Director has reason to believe that nondomestic wastewater may be created or discharged, shall allow the Public Works Director ready access at all reasonable times to all parts of the property for the purposes of inspection, sampling, examination and copying of records, taking photographs, and performance of any other duties.

(b) The Public Works Director shall have the right to set up on the industrial user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring or metering operations. The Public Works Director may also require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense.

(c) Where a user has security measures in force which would require proper identification and clearance before entry into the user's premises, the user shall make necessary arrangements with its staff so that, upon presentation of suitable identification, the Public Works Director will be permitted to enter, without delay, for the purpose of performing inspection and sampling. Unreasonable delays in allowing the Public Works Director access to the user's premises shall be a violation of this article.

(d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Public Works Director and shall not be replaced. The costs of clearing such access shall be borne by the user.

(e) The Public Works Director or his designee shall exercise his rights under this article in a manner consistent with applicable law, and no inspections or other actions are authorized under this section if such action would violate the rights of the person which is the subject of the action.

Sec. 23-45. Public access to information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the director's inspection and sampling activities, shall be available to the public without restriction, except where the user specifically requests, and is able to demonstrate to the satisfaction of the Public Works Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. All other information which is submitted by the industrial user to the City shall be available to the public to the extent provided by 40 CFR Section 2.302 or as required by state law, including, without limitation, the Public Records Act

(Government Code Section 6250 et seq.). With the exception of government agencies, any person requesting this information from the City shall be required, prior to receipt of the information, to pay the reasonable costs of the data gathering, reproduction and transmission incurred by the City.

Sec. 23-46. Designation of confidential information.

Any information other than discharge data submitted to the City pertaining to the pretreatment program may be claimed by the industrial user to be confidential. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program and in enforcement proceedings involving the person furnishing the report. Any such claim must be asserted at the time of submission of the information or data to the City. The claim may be asserted by stamping the words "confidential business information" on each page containing such information or by other means; however, if no claim is asserted at time of submission, the City may make the information available to the public without further notice. If such a claim is asserted, the information will be treated in accordance with the procedure in 40 CFR Section 2 (Public Information). Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR Section 2.302, shall not be recognized as confidential information and shall be available to the public without restriction.

Sec. 23-47. Slug discharge control plan.

The Public Works Director shall evaluate, at least once every two years, whether each industrial user must submit a slug discharge control plan. The Public Works Director may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the Public Works Director may develop such a plan for any user. A slug discharge control plan shall be developed in accordance with Section 23-200(d).

Sec. 23-48. Time limits.

Time limits provided in any written notice or any provision of this article may be extended only by a written directive of the Public Works Director.

Sec. 23-49. Reserved.

Sec. 23-50. Pretreatment program fees.

(a) It is the purpose of this section to establish the mechanisms whereby the City may recover from industrial and commercial users for the implementation and operation of this article. The City may adopt charges and fees, by resolution, which may include:

(1) Fees for the processing of applications;

(2) Fees for reimbursement of costs of developing and operating the City pretreatment program;

(3) Fees for monitoring, inspections, surveillance procedures and laboratory costs including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports and certification statements submitted by users;

(4) Fees for reviewing plans and construction inspections;

(5) Fees for reviewing and responding to accidental discharge procedures;

(6) Fees for filing appeals and non-compliance meeting fee;

(7) Non-compliance fees as established by category by City Council ordinance or resolution or, in the absence of a specific category, the actual costs incurred by the City in causing compliance, including administrative and legal costs associated with the enforcement activity taken by the Public Works Director to address noncompliance;

(8) Extra strength charges and surcharge fees. These fees shall be assessed based on the pounds discharged of a constituent above stated permit conditions or allowable limits. At no time shall any user affected by categorical standards be permitted to discharge wastewater to the POTW in violation of categorical standards;

(9) Administrative fees for compensation for damages in accordance with Section 23-81;

(10) Other fees deemed necessary by the City to implement the provisions of this article.

(b) These fees relate exclusively to matters covered by this article and are separate from all other fees chargeable by the City. The City may incorporate the equivalent amount of any of the fees provided for in this section into its sewer charges.

Sec. 21-51 to 23-80 Reserved.

DIVISION 2. ENFORCEMENT

Sec. 23-81. Compensation for damages.

Any person who, by discharge of wastewaters or by any other means, damages monitoring equipment, detrimentally affects wastewater treatment processes, significantly increases City operation costs, requires nonroutine inspection or sampling, causes blockages of, damage to, interference with or pass-through from the POTW, or causes any other damages, including the imposition of fines or penalties on the City by federal, state or local regulatory agencies, shall be liable to the City, as applicable, for all damages and additional costs, including the fines or penalties, occasioned thereby. An administrative fee, which shall be fixed by the City Manager based on the City's current overhead cost allocation percentage, shall be added to these charges and shall be payable within 30 days of invoicing by the City.

Sec. 23-82. Suspension or Revocation of permit.

(a) Any industrial user who violates the following conditions or applicable state and federal regulations is subject to having his permit suspended or revoked:

(1) Failure of the user to factually report the wastewater constituents and characteristics of his discharge;

(2) Failure of the user to report significant changes in operations or wastewater constituents and characteristics prior to the changed conditions pursuant to Section 23-198;

(3) Failure of the user to provide timely access to records or the user's premises;

(4) Failure to meet effluent limitations;

(5) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(6) Falsifying self-monitoring reports and certification statements;

(7) Falsifying, tampering with, or knowingly rendering inaccurate any monitoring equipment or sample collection;

(8) Failure of the user to pay sewer service charges or pretreatment program fees;

(9) Failure to pay fines;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership or a permitted facility; or

(13) Violation of a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement.

(b) A user subject to termination may request an administrative hearing pursuant to Section 23-21.

Sec. 23-83. Notice of violation; compliance meeting.

(a) Whenever the Public Works Director finds that any user has violated or is violating a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may serve upon such user a written notice of violation stating the nature of the violation and stating the penalties for continued noncompliance. If required in the notice, the user shall submit to the Public Works Director, within a prescribed period specified in the notice, which period shall not be less than fifteen (15) days unless an emergency situation dictates a shorter period, an explanation indicating the cause of the violation, a plan for satisfactory corrective and preventive actions, and, if required, a proposed compliance time schedule indicating the dates those corrective actions will be completed. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. The issuance of a notice of violation shall not be a prerequisite for the Public Works Director to take any emergency action or other enforcement action.

(b) A compliance meeting may be required of all users who have failed to achieve compliance after the issuance of a notice of violation, or violation(s) resulting in significant noncompliance. This meeting shall be for the Public Works Director to consider drafting a consent or compliance order and for the user to propose solutions, request time extensions, or file an appeal.

Sec. 23-84. Compliance time schedule.

The Public Works Director may adopt a proposed compliance time schedule submitted by the user, or may adopt a revised compliance time schedule if, in the judgment of the Public Works Director, the proposed compliance time schedule would allow the user to cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW. The Public Works Director will notify the user of the adopted compliance time schedule in a timely manner. The Public Works Director shall not adopt a compliance time schedule which extends beyond applicable federal deadlines.

Sec. 23-85. Administrative orders.

The Public Works Director may require compliance with this article, wastewater discharge permit conditions or limitations, or any other pretreatment standard or requirement by issuing administrative orders that are enforceable in a court of law or by directly seeking court action. Administrative orders may include stop work orders, cease and desist orders, consent orders, compliance orders, termination of sewer service and immediate termination of service orders.

(a) Stop work order. The Building Official or Public Works Director may serve a written stop work order on any person engaged in doing or causing to be done new construction, tenant improvements, alterations or additions, if:

(1) No permit has been granted by the City.

(2) Work has begun without prior written approval by the Public Works Director.

(3) Violations of this article are found at the site of the new construction, tenant improvements, alterations or additions.

Any person served a stop work order shall stop such work forthwith until written authorization to continue is received from the Public Works Director.

(b) Cease and desist order. When the Public Works Director finds that any industrial user has violated or threatens to violate a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations

are likely to recur, the Public Works Director may issue a cease and desist order directing the user to:

(1) Comply immediately with all requirements; or

(2) Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge.

A cease and desist order may include modifications in the frequency of monitoring, testing and submission of self-monitoring reports. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(c) Consent order. The Public Works Director may enter into consent orders, assurances of compliance, or other documents establishing an agreement with any user responsible for noncompliance. Such document shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document.

(d) Compliance order: When the Public Works Director finds that a user has violated, or continues to violate a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(e) Termination of service. When the Public Works Director finds that any industrial user has violated an administrative order, the Public Works Director may terminate sewer service to that user. The user shall be liable for all costs for termination of sewer service incurred by the user and the City. This provision is in addition to other statutes, rules or regulations authorizing termination of service for delinquency in payment, or for any other reason. Sewer service shall be reinstituted by the Public Works Director after the user has complied with all provisions in the administrative order. The user shall be liable for all costs for reinstituting sewer service.

(f) Immediate termination of service. The Public Works Director may immediately suspend sewer service and any wastewater discharge permit when such suspension is necessary, in the opinion of the Public Works Director, to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, or which significantly interferes with the POTW. Any industrial user notified that wastewater treatment service and any wastewater discharge permit has been suspended shall immediately stop and eliminate the applicable contributions to the POTW. In the event of failure to comply voluntarily with the suspension order, the Public Works Director shall take steps as deemed necessary, including immediate severance of the sewer connection. The industrial user shall be liable for all costs incurred by the City in terminating sewer service. Sewer service shall be reinstituted by the Public Works Director after the actual or threatened discharge has been eliminated. A detailed written statement, submitted by the industrial user, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Public Works Director within 15 days of the date of sewer service termination.

(g) Invoice for costs. The Public Works Director may deliver to the owner or occupant of any property, any permittee or any other person who becomes subject to an administrative order, an invoice for

costs. An invoice for costs is immediately due and payable to the City for the actual costs incurred by the City in issuing and enforcing any notice or order, including any costs incurred by the City to prevent, contain and/or clean up any potential or actual prohibited discharge. If any owner or occupant, permittee or any other person subject to an invoice for costs fails to either pay the invoice for costs or successfully appeal the invoice for costs in accordance with Section 23-21, then the enforcing attorney may institute collection proceedings.

Sec. 23-86. Reserved.

Sec. 23-87. Publication of list of noncomplying users.

In accordance with 40 CFR Section 403.8(f)(2)(viii), the City shall publish annually in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City and applicable Control Authority, a list of the users which, at any time during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. Prior to publication, the City shall provide at least ten (10) days' written notice to all industrial users to be included in the listing, and such industrial users shall be given the opportunity to comment on the proposed publication prior to publication. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates subsections (3), (4), or (8) of this section) and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined in by 40 CFR Section 403.3(l);

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR Section 403.3(l), multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any other violation of a pretreatment standard or requirement, as defined by 40 CFR Section 403.3(l) (daily maximum, long term average, instantaneous limit, or narrative standard), that the Public Works Director determines has caused, alone or in combination with other discharges, interference or pass-through, including any violation that has endangered the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent danger to the public or to the environment, or has resulted in the Public Work Director's exercise of his or her emergency authority to halt or prevent such a discharge;

(e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for commencing construction, completing construction, or attaining final compliance;

(f) Failure to provide within forty-five (45) days after the due date any required reports, including baseline monitoring reports, reports on compliance with categorical standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately and timely report noncompliance; or

(h) Any other violation(s), which may include a violation of best management practices, that the Public Works Director determines will adversely affect the operation or implementation of the City's pretreatment program.

Sec. 23-88. Legal action.

(a) If a person violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement, the City attorney may commence

an action for appropriate legal, equitable or injunctive relief in the superior court of the county. Filing a suit shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) In addition to the penalties provided in this article, the City may recover reasonable attorney fees, court costs, court reporters' fees and other expenses associated with enforcement activities by appropriate suit of law.

Sec. 23-89. Civil penalties.

Any industrial user who is found to have violated a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement may be fined no more than a maximum civil penalty of $25,000.00 per violation per day. Each violation shall be considered a separate and distinct offense, and each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

Sec. 23-90. Criminal penalties.

Any person who (a) willfully or negligently violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement; (b) who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage; (c) who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or a wastewater discharge permit; or who falsifies, tampers with or knowingly causes inaccuracy in any monitoring device or method required or authorized under this article is guilty of a misdemeanor, which, upon conviction, is punishable by a fine not to exceed $1,000.00 or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person, and shall be punishable for that violation as provided by this section.

Sec. 23-91. Reserved.

Sec. 23-92. Administrative complaints.

(a) In addition to any other remedies provided by this Code or available to the City by applicable law, the Public Works Director may issue an administrative complaint to any person who violates a wastewater discharge permit, any provision of this article or order issued hereunder, or any other pretreatment standard or requirement. The administrative complaint shall allege the act or failure to act that constitutes the violation, the provisions of law authorizing civil liability to be imposed, and the proposed administrative penalty.

(b) The administrative complaint shall be served by personal delivery or certified mail on the person subject to the City's discharge requirements and shall inform the person served that an administrative hearing shall be conducted. The administrative hearing and appeal procedures shall be consistent with Section 23-21. The person who has been issued an administrative complaint may waive the right to a hearing, in which case the City shall not conduct a hearing.

(c) If after the hearing, or appeal, if any, the hearing officer or City Manager upholds the violation, the hearing officer or City Manager may assess an administrative penalty against that person. In determining the amount of the administrative penalty, the hearing officer or City Manager may take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs and corrective action, if any, attempted or taken by the discharger.

(d) Administrative penalties may be imposed by the City as follows:

(1) In an amount that shall not exceed $2,000.00 for each day for failing or refusing to furnish technical or monitoring reports.

(2) In an amount that shall not exceed $3,000.00 for each day for failing or refusing to timely comply with any compliance schedule established by the City.

(3) In an amount that shall not exceed $5,000.00 per violation for each day for discharges in violation of any provision of this article, wastewater discharge permit, or any other pretreatment standard or requirement.

(4) In an amount that does not exceed $10.00 per gallon for discharges in violation of any suspension, cease and desist order or other orders.

(5) The amount of any administrative penalties imposed under this section which have remained delinquent for a period of 60 days shall constitute a lien against the real property of the discharger from which the discharge originated resulting in the imposition of the administrative penalty. The lien provided herein shall have no force and effect until recorded with the county recorder and when recorded shall have the force and effect and priority of a judgment lien and continue for ten years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of the California Code of Civil Procedure sections 683.110 to 683.220, inclusive.

(e) All monies collected under this section shall be deposited in a special account of the City and shall be made available for the monitoring, treatment, and control of discharges into the sewer system or for other mitigation measures.

(f) Unless appealed, orders setting administrative penalties shall become effective and final upon issuance thereof, and payment shall be made within 30 days. Copies of these orders shall be served by personal service or by registered mail upon the party served with the administrative complaint and upon other persons who appeared at the hearing and requested a copy. Such service shall be accompanied by a written affidavit of service.

(g) The City may, at its option, elect to petition the superior court to confirm any order establishing administrative penalties and enter judgment in conformity therewith in accordance with the provisions of the Code of Civil Procedure sections 1285 to 1287.6, inclusive.

(h) No penalties shall be recoverable under this section for any violation for which civil liability is recovered under Section 23-89.

Sec. 23-93. Supplemental Enforcement Actions

(a) Penalties for late reports. Penalties may be assessed to any user for each day that a report required by this article, a permit or order issued hereunder is late, beginning five (5) days after the date the report is due and higher penalties may also be assessed where reports are more than thirty (30) days late. Penalties shall be in accordance with a resolution established and modified from time to time by the City Council.

(b) Performance bonds. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this article, a previous wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Public Works Director to be necessary to achieve consistent compliance.

(c) Liability insurance. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provisions of this article, a previous discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(d) Payment of outstanding fees and penalties. The Public Works Director may decline to issue or reissue a wastewater discharge permit to any user who has failed to pay any outstanding fees, fines

or penalties incurred as a result of any provision of this article, a previous wastewater discharge permit, or order issued hereunder.

Sec. 23-94. Remedies Nonexclusive.

The remedies provided in this article are not exclusive. The Public Works Director may take any, all, or any combination of these actions against a noncompliant user. The Public Works Director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 23-95 to 23-115 Reserved.

DIVISION 3. GENERAL AND SPECIFIC PROHIBITIONS

Sec. 23-116. Authorization for new or increased pollutant discharges or changes in the nature of pollutant discharges.

No person shall commence, increase or substantially change any discharge of wastewater to the POTW except as authorized by the Public Works Director in accordance with the provisions of this article.

Sec. 23-117. General and specific prohibited discharges to sewer system.

(a) No user shall introduce or cause to be introduced in the POTW any pollutant or wastewater which causes pass-through or interference or would cause the City or Control Authority to violate any federal, state, or local requirement or permit. This general prohibition shall apply to all users of the POTW whether or not they are subject to categorical standards or any other national, state, or local pretreatment standard or requirement.

(b) No user shall, except as provided in this article, introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Section 261.21;

(2) Wastewater having a pH less than the minimum or greater than the maximum specified in Section 23-137, or otherwise causing corrosive structural damage to wastewater treatment facilities or the POTW;

(3) Solid or viscous substances in amounts which will cause obstruction of the flow in wastewater treatment facilities or the POTW resulting in interference, but in no case solids greater than three-eighths inches (3/8") in any dimension, including, but not limited to, asphalt, concrete, dead animals, ashes, mud, straw, shavings, stone or marble dust, spent lime, diatomaceous earth, metal, glass, rags, spent grains, spent hops, feathers, grass clippings, tar, plastics, wood, paunch manure, bones, hair, fleshings, animal guts and tissues, waste paper;

(4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or which will inhibit biological activity in the wastewater treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Any wastes containing petroleum oil, non-biodegradable cutting oil, refined petroleum products, dispersed biodegradable oils, fats and greases, such as lard, tallow, vegetable oil, or products of mineral oil origin, in amounts that will cause interference or pass-

through, obstruct flows within the collection system, or contributes to or causes a sanitary sewer overflow;

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except as authorized by the Public Works Director;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewer system for maintenance or repair;

(10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable Control Authority's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted water, unless specifically authorized by the applicable Control Authority's director and provided that the discharger gives notice to the Public Works Director pursuant to Section 23-22;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;

(14) Solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories, or other medical facilities including, but not limited to, hypodermic needles, syringes, instruments, utensils, paper or plastic items of a disposable nature, or recognizable portions of the human anatomy or laboratory animals;

(15) Wastewater causing, alone or in conjunction with other sources, the wastewater treatment plant's effluent to fail toxiCity test;

(16) Detergents, surface-active agents (surfactants), or other substances that cause excessive foaming in the POTW;

(17) Waste generated outside the City service area unless otherwise approved by the General Manager

(18) Wastewater containing excessive quantities of bromide causing, alone or in conjunction with other sources, the wastewater treatment plant's effluent to violate the applicable Control Authority's NPDES permit for Chlorodibromomethane or Dichlorobromomethane;

(19) Wastewater containing excessive quantities of 2,3,7,8-TCDD (Dioxin);

(20) Hydrolysate or wastewater resulting from Hydrolysis;

(21) Unused, unwanted, or expired pharmaceuticals (both over the counter and prescription-only medications), except in accordance with federal and state regulations, or in the absence of such regulations, using best management practices;

(22) Holding tank waste;

(23) Any quantity of wastewater flow in excess of permitted limits or purchased capaCity;

(24) Wastewater containing excessive quantities of 1,2,3 Trichloropropane.

(c) Pollutants, substances, or wastewater prohibited by subsection (b) shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 23-118. Discharge of pollutant to watercourse.

No person shall circumvent or obviate the intent or purpose of this article by discharging or by causing to be discharged, into any storm drain, channel, natural watercourse or public street, any material or waste prohibited or restricted as to its discharge into a sewer system.

Sec. 23-119. Discharge of pollutant to ground.

No person shall deposit or discharge or cause to be deposited or discharged into any sump which is not impermeable, or into any pit or well, or onto the ground, or into any storm drain or watercourse, any material which, by seeping underground or by being leached or by reacting with the soil, can pollute usable groundwaters, or any pretreatment wastes.

Sec. 23-120. Point of discharge.

No person, excluding authorized City personnel involved in maintenance functions of sewer system, shall discharge or cause to be discharged any wastewater or any other matter directly into a manhole or other opening leading to the POTW other than through an approved building sewer, unless written permission for the discharge has been provided by the Public Works Director.

Sec. 23-121. Dilution of flow.

No person shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the local limits established by the City or the applicable Control Authority, categorical standards, or in any other pollutant-specific limitations developed by the City or the applicable Control Authority, unless expressly authorized by an applicable pretreatment standard or requirement.

Sec. 23-122. Interference with City equipment or facilities.

No person shall enter, break, damage, destroy, uncover, deface or tamper with any temporary or permanent structure, equipment or appurtenance which is part of the POTW or is required or authorized by the provisions of this article.

Sec. 23-123. Right of Revision.

The Public Works Director reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this chapter.

Sec. 23-124 to 23-135 Reserved.

DIVISION 4. LOCAL LIMITS AND CATEGORICAL STANDARDS

Sec. 23-136. Local Limits

(a) Local limits are established to protect against pass-through and interference. No industrial user shall discharge wastewater to the sewer system in excess of the local limits established by the applicable Control Authority or adopted by the City. It is unlawful for an industrial user to discharge wastewater to the sewer system that exceeds either the local limits or that results in the inability of the applicable Control Authority to meet its NPDES permit requirements. Modifications to the local limits may be necessary to meet the requirements for discharge to the POTW or for basin groundwater recharge.

(b) Discharges from industrial users subject to categorical standards shall be limited to the more stringent of the local limits or the applicable categorical standards.

(c) The Public Works Director may specify a mass limit for any pollutant in a wastewater discharge permit. Any mass limit shall be based on the local limit or categorical standard, whichever is stricter,

and the user's average daily wastewater discharge. The average daily wastewater discharge shall be based on the previous twelve (12) months of operation or other representative data. The Public Works Director may revise the mass limit previously established in the user's wastewater discharge permit at any time, based on the user's current or anticipated operating data, and the City's ability to comply with any agreement with the applicable Control Authority and the requirements of any other regulatory agency. The excess use of water to establish an artificially high flow rate for mass emission rate determination is prohibited.

(d) In order for the POTW to remain in uninterrupted compliance with mandated changes in federal, state or local requirements, the City shall adopt any required changes to the local limits.

(e) The Public Works Director may specify an electrical conductivity limit of 1075 micro-Ohms per centimeter in lieu of the TDS local limit, if there is reason to believe that there may be significant interference with the analytical procedure to determine TDS.

(f) The Public Works Director may develop best management practices (BMPs), by ordinance or in wastewater discharge permits, to implement local limits or other pretreatment requirements.

Sec. 23-137. Limitations on pH.

(a) Maximum daily wastewater flow up to 50,000 gallons per day. No person shall discharge or cause to be discharged to the POTW wastewater characterized by a pH less than 5.0 or greater than 10.0.

(b) Maximum daily wastewater flow exceeding 50,000 gallons per day. No person shall discharge or cause to be discharged to the POTW wastewater characterized by a pH less than 6.5 or greater than 9.0 at a maximum daily flow exceeding 50,000 gallons per day.

Sec. 23-138. National categorical pretreatment standards; applicability.

(a) Upon the effective date of a categorical standard (subpart I of 40 CFR chapter 1, subchapter N, Parts 405-471, as it exists and as it may be amended, or other applicable federal standard for a particular industrial category), the categorical standard shall, if more stringent than limitations imposed under this article for sources in that category, supersede the limitations imposed under this article. The Public Works Director shall notify all affected users of the applicable limitations and reporting requirements.

(b) Where a categorical standard is expressed in only terms of either the mass or the concentration of a pollutant in wastewater, the Public Works Director may impose equivalent concentration or mass limits.

(c) When the limits in a categorical standard are expressed only in terms of mass of pollutant per unit of production, the Public Works Director may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual industrial users.

(d) When wastewater subject to a categorical standard is mixed with wastewater not regulated by the same standard, the Public Works Director shall impose an alternate limit in accordance with 40 CFR Section 403.6(e).

(e) Once included in its permit, the user must comply with the equivalent limitations developed in this section in lieu of the promulgated categorical standards from which the equivalent limitations were derived.

(f) Many categorical standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum monthly average, or 4-day average, limitations. Where such standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

(g) Any industrial user operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based standard shall notify the Public Works Director within two (2)

business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not notifying the Public Works Director of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

Sec. 23-139 to 23-160 Reserved.

DIVISION 5. SPECIAL RESTRICTIONS

Sec. 23-161. Vehicle servicing facilities – interceptor requirement.

(a) Any facility maintained for the servicing, washing, cleaning or repair of vehicles licensed by the state department of motor vehicles, construction equipment, industrial transportation or power equipment shall install and maintain a gravity separation interceptor in accordance with Section 23-190.

(b) All wastewaters arising from the servicing and repair of vehicles shall pass through this interceptor before discharge to the sewer system. Toilets; urinals; lavatories; showers; and any waste stream the Public Works Director determines should remain separate to prevent dilution, operational upset, or interference with effective pretreatment.

(c) Any interceptor legally and properly installed at a vehicle servicing facility before December 7, 1973, shall be acceptable as an alternative to the interceptor specified in subsection (a) of this section, provided such interceptor is effective in removing sand and oil and is so designed and installed that it can be inspected and properly maintained.

(d) The Public Works Director or Building Official shall not approve the plumbing of a vehicle servicing facility if it does not have a gravity separation interceptor meeting the requirements of this section.

(e) A wastewater discharge permit application shall be submitted to the Public Works Director prior to Certificate of Occupancy approval.

Sec. 23-162. Water conditioning devices.

It is unlawful to install or cause to be installed, replace or enlarge any residential, industrial or commercial self-regenerating water conditioning devices which is used for softening all or any part of the water supply to any premises, when such appliance is regenerated by the on-site application of a salt-containing brine solution with the regenerated wastes being discharged to the sewer system. This section shall not apply to any portable exchange water softener of the type which is regenerated off-site at a lawfully regulated location.

Sec. 23-163. Food processing facilities – permit, interceptor requirement.

(a) Food processing facilities must submit a wastewater discharge permit application to the Public Works Director prior to Certificate of Occupancy approval.

(b) All food processing facilities shall install a gravity separation interceptor that meets the following requirements:

(1) Except as approved by the Public Works Director and Building Official consistent with the California Plumbing Code, all sinks, drains, and other fixtures or equipment in a food processing facility that may discharge fats, oils, or grease in amounts that could cause a blockage or interfere with the sewer system shall discharge through the grease interceptor, including pot sinks; wash sinks; sinks used for food preparation or processing; mop sinks; janitorial/service sinks serving food processing or food preparation areas; floor drains; trench drains; indirect waste receptors in areas where grease may be present; and indirect waste from equipment that may generate or convey grease.

(2) Toilets; urinals; lavatories; showers; drinking fountains; dishwashers and any discharge from dishwashers; food waste disposal units/grinder and any discharge from such units

(unless the unit discharges to a separately approved interceptor specifically designed to receive such discharge, where allowed by the California Plumbing Code and approved by the Public Works Director and Building Official); and any waste stream the Public Works Director determines should remain separate shall not be connected to, or discharge through, a grease interceptor.

(3) All other applicable requirements in Section 23-190.

(c) A food processing facility with a gravity separation interceptor or grease trap legally and properly installed prior to January 1, 1991, may be exempted subsection (b) if the following conditions are met:

(1) The food processing facility demonstrates, to the satisfaction of the Public Works Director, that the existing gravity separation interceptor or grease trap effectively removes grease; and

(2) The gravity separation interceptor or grease trap is designed and installed so that it can be inspected and properly maintained.

(d) Conditional waivers for the gravity separation interceptor requirement may be granted if the Public Works Director finds all of the following:

(1) The discharge will not cause harm to the POTW, and will not unreasonably or inequitably burden the operation of the POTW;

(2) The discharge would not violate (A) any applicable federal categorical discharge standard; (B) any other federal, state, or local law; or (C) any agreement between the City and applicable Control Authority; and

(3) The discharge, when considered together with discharges from other users, will not materially affect the ability of the City or Control Authority to meet any federal or state requirement.

(e) A food processing facility seeking a conditional waiver shall submit to the Public Works Director, in addition to any wastewater discharge permit application required by subsection (a), such a conditional waiver application, which shall include at minimum: (1) a description of operations and food processing activities; (2) an equipment list; (3) a menu or product list, as applicable; (4) a plumbing schematic, and (5) any other materials the Public Works Director deems necessary to evaluate the application.

(f) The Public Works Director shall not grant a conditional waiver upon a finding that the installation and use of grease trap is feasible. If a conditional waiver is denied because a grease trap is feasible, the Director shall require a grease trap pursuant to Section 23-164 in lieu of granting a waiver.

(g) Conditional waivers may be revoked for the following reasons:

(1) Changes in types of food prepared;

(2) Falsification of information submitted in the restaurant survey form;

(3) Changes in operating hours;

(4) Changes in equipment used;

(5) Failure to maintain grease trap;

(6) Failure to maintain building sewer;

(7) Failure to comply with conditional waiver stated requirements and/or conditions;

(8) Any sewer blockages and/or sanitary sewer overflows which require any response from the City, and which may be attributed to the discharge of the business; or

(9) At any time the Public Works Director makes a subsequent finding that the discharge unreasonably burdens the POTW, or materially affects the ability of the City or IEUA to meet any federal or state requirement.

Sec. 23-164. Food processing facilities – grease trap in lieu of interceptor; conditions and requirements.

(a) Notwithstanding subsection 23-163(b), the Public Works Director may allow the installation and use of a grease trap in lieu of a gravity separation interceptor, pursuant to this section.

(b) The Public Works Director may allow a grease trap in lieu of a gravity separation interceptor only upon finding all of the following:

(1) Due to either physical constraints of the facility or economic hardship, installation of a gravity separation interceptor is infeasible;

(2) The nature of the facility's operations, fixtures, and anticipated wastewater characteristics indicate that a grease trap will provide adequate control of fats, oils, and grease for the facility's discharge;

(3) The discharge will not cause harm to the POTW, and will not unreasonably or inequitably burden the operation of the POTW;

(4) The discharge would not violate (A) any applicable federal categorical discharge standard; (B) any other federal, state, or local law; or (C) any agreement between the City and any applicable Control Authority; and

(5) The discharge, when considered together with discharges from other users, will not materially affect the ability of the City or Control Authority to meet any federal or state requirement;

(c) A food processing facility seeking installation of a grease trap in lieu of a gravity separation interceptor shall submit to the Public Works Director, in addition to any wastewater discharge permit application required by Section 23-163(a), such information as the Public Works Director may require to evaluate the findings in subsection (b), including at minimum: (1) a description of operations and food processing activities; (2) an equipment list; (3) a menu or product list, as applicable; (4) a plumbing schematic, and (5) any other materials the Public Works Director deems necessary to evaluate claimed physical constraints or economic hardship.

(d) Where a grease trap is allowed under this section, the owner or operator shall comply with the following:

(1) A grease trap shall be installed on waste lines leading to all sinks, drains, and other fixtures or equipment in a food processing facility that may discharge fats, oils, or grease in amounts that could cause a blockage or interfere with the sewer system except for a food waste disposal units/grinder or dishwasher shall not discharge into a grease trap.

(2) A grease trap required under this section shall not be located in any food or utensil handling area and shall be located and maintained to prevent any sanitary nuisance, odors, or spillage, and to allow ready access for inspection and maintenance.

(3) All grease traps shall be of a type or design approved by the Public Works Director.

(4) The size and installation of grease traps shall comply with the requirements of the latest edition of the California Plumbing Code adopted by the City.

(5) The owner or operator shall not install a grease trap that has a stated rate of flow of more than fifty-five (55) gallons per minute or less than twenty (20) gallons per minute, unless approved by the Public Works Director in writing.

(6) The owner or operator shall maintain grease traps in efficient operating condition, including, but not limited to, the frequent, periodic removal of accumulated grease and food debris, and shall maintain them in accordance with the manufacturer's directions. The owner, operator, and employees shall not allow accumulated grease to be introduced into the sewer system.

(7) The owner or operator shall not allow wastewater in excess of one hundred forty degrees Fahrenheit (140°F) or sixty (60) degrees Celsius to discharge into a grease trap.

(e) The Public Works Director may impose reasonable conditions on the installation, inspection, monitoring, and maintenance of grease traps required under this section to ensure protection of the sewer system and compliance with this chapter.

(f) If the Public Works Director determines that the facility's discharge or operations have changed, or that the grease trap is not being properly maintained or is not adequately controlling fats, oils, and grease, the Public Works Director may require installation of a gravity separation interceptor in accordance with Section 23-190, modify any conditions imposed under this section, or take enforcement action as authorized by this chapter.

Sec. 23-165 to 23-185 Reserved.

DIVISION 6. NONDOMESTIC WASTEWATER DISCHARGE REQUIREMENTS

Sec. 23-186. Pretreatment.

(a) All users shall provide the necessary wastewater treatment required to comply with this article and shall achieve compliance with all applicable categorical standards within the time limitations specified therein, or within the time established by the state or by the Public Works Director, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the Public Works Director shall be provided, operated and maintained at the user's expense.

(b) Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Public Works Director for review and shall be acceptable to the Public Works Director before construction of the facility. The City's review of such plans and operating procedures will not relieve the user from the responsibility of modifying the facility as necessary to produce an effluent which complies with all provisions of this article.

(c) Whenever deemed necessary, the Public Works Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.

(d) The Public Works Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

(e) The user shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the user to achieve compliance with the conditions of the permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by an industrial user when the operation is necessary to achieve compliance with the conditions of the permit.

(f) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(g) Waste solids and/or liquids containing pollutants removed in the course of the user's pretreatment processes shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering the sewerage system

Sec. 23-187. Monitoring facilities.

(a) The City may require, at the user's expense, installation and operation of monitoring facilities to allow inspection of discharges to the sewer system and collection of wastewater samples. The monitoring facilities, including sampling and monitoring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(b) Monitoring facilities shall normally be situated on private property, but the City may, when such a location would be impractical, allow the facilities to be constructed in a public right-of-way.

(c) There shall be ample room and a 120-volt power outlet in or near monitoring facilities to allow installation of portable sampling and monitoring equipment.

(d) Construction drawings for proposed monitoring facilities shall be approved by the Public Works Director prior to construction. The sampling and monitoring facilities shall be constructed in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written approval by the Public Works Director.

Sec. 23-188. Flow measuring device.

The Public Works Director may require any significant industrial user to install and operate a flow measuring device capable of continuously monitoring the flow of the user's discharge to the sewer system. The flow measurement device shall conform to standards established by the Public Works Director.

Sec. 23-189. Separation of domestic and nondomestic wastewaters.

Every person who discharges nondomestic wastewater to the sewer system shall keep domestic wastewater separate from nondomestic wastewater until the nondomestic wastewater has passed through any required pretreatment facility or facilities.

Sec. 23-190. Gravity separation interceptors.

(a) Any person so required by the Public Works Director shall install and maintain a gravity separation interceptor.

(b) A gravity separation interceptor must meet the following specifications:

(1) Unless otherwise specific in this section, interceptors shall have an operational fluid capaCity of not less than 100 gallons.

(A) Food processing facilities shall have interceptors with a minimum fluid capaCity of 750 gallons, or as required by appendix H of the latest edition of the California Plumbing Code, whichever is greater.

(B) Vehicle servicing facility with the capaCity for washing or cleaning more than one vehicle at a time, the interceptor shall be as large as necessary so that a seven-day accumulation of sand and oil together will not fill more than 25 percent of the fluid capaCity.

(2) Interceptors shall be watertight, structurally sound and durable.

(3) Interceptors shall be designed so as to retain any material, e.g., oil and grease, which will float and any material, e.g., sand, which will settle.

(4) Interceptors of less than 750 gallons capaCity and interceptors for food processing facilities shall have two chambers.

(5) Interceptors of 750 gallons capaCity or larger, except those designed for food processing facilities, shall have a minimum of two chambers.

(6) All interceptor chambers shall be immediately accessible at all times for the purpose of inspection and cleaning. At no time shall any material, debris, obstacles or obstructions be placed in such a manner so as to prevent immediate access to the interceptor.

(7) All interceptors shall be equipped with a sample chamber located at the downstream end of the final interceptor unit. The sample chamber shall have a minimum 24-inch clear round opening and a 47-inch height minimum for the temporary installation of the City's portable automatic sampling equipment.

(8) All domestic wastewater from restrooms, showers, and drinking fountains shall be kept separate until the nondomestic wastewater has passed through the interceptor.

(9) Two-way cleanouts shall be installed between the building and interceptor, and downstream of sample box. See Section 23-253 regarding cleanouts.

(c) Interceptors legally and properly installed before December 18, 1990, shall be acceptable as an alternative to the interceptor specified in this section, provided such interceptor is effective in removing floatable and settleable material and is so designed and installed that it can be inspected and properly maintained. This subsection shall not apply to interceptors required by Section 23-161 and 23-163.

(d) If the Building Official or Public Works Director finds that an interceptor is incapable of adequately retaining the floatable and settleable material in the wastewater flow, is structurally incomplete, or is undersized, he shall condemn such interceptor and declare that it does not meet the requirements of this section and shall require the user to install, at the user's expense, an acceptable interceptor.

(e) If a gravity separation interceptor is required, the Building Official shall only approve plumbing plans which include an interceptor which meets the requirements of this section.

(1) Interceptor and sample box manufacturer specifications shall be included in the plan submittal. Equipment must be installed to match the approved design plan specifications. Any deviation in manufacturer, type, location, layout, or design will require prior approval by Building Official and Public Works Director through the plan check process. Equal or equivalent pretreatment equipment installations will not be accepted without prior approval through plan check process.

(f) *Maintenance*. Any user who owns, operates or maintains a gravity separation interceptor shall maintain it according to the user's wastewater discharge permit or as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the interceptor. The use of chemicals to dissolve grease is specifically prohibited. When an interceptor is cleaned, the accumulated sediment and floating material shall be removed and legally disposed of by means other than discharge to the sewer system. An interceptor is not considered to be properly maintained if for any reason it is not in good working condition or if the operational fluid capaCity has been reduced by more than 25 percent by the accumulation of floating and settled solids, fats, oils and grease. The owner of any facility required to install an interceptor, the lessee and sublessee, if there be such, and any proprietor, operator or Public Works Director of such facility are individually and severally liable for any failure of proper maintenance of such interceptor. If the interceptor is not properly maintained under the conditions of use, the Public Works Director may require that the interceptor be resized and replaced.

Sec. 23-191. Spill containment systems.

Each industrial and commercial user so required by the Fire Marshall or Building Official shall install spill containment systems which conform to requirements established by the Fire Marshall or Building Official. No person

shall operate a spill containment system that allows incompatible liquids to mix thereby creating hazardous or toxic substances in the event of failure of one or more containers. Spill containment systems shall consist of a system of dikes, walls, barriers, berms, secondary vessels or other devices designed to contain spillage of the liquid contents of containers. Spill containment systems shall be constructed of impermeable and nonreactive materials to the liquids being contained. Spill containment systems shall conform to local regulations and policies as to percent containment, container type and size.

Sec. 23-192. Bypass

(a) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (b), (c), and (d) of this section.

(b) Bypass is prohibited, and the Public Works Director may take enforcement action against a user for a bypass, unless:

(1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(3) The user submitted notices as required under subsections (c) and (d) of this section.

(c) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Public Works Director, if possible, at least ten (10) days before the date of the bypass.

(d) A user shall submit oral notice to the Public Works Director of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The Public Works Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(e) The Public Works Director may approve an anticipated bypass, after considering its adverse effects, if the Public Works Director determines that it will meet the three conditions listed in subsection (b) of this section. Notification provided pursuant to subsection (d) shall not relieve the user of liability for any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the City, the applicable Control Authority or any other damage or loss to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed under this chapter or other applicable law.

Sec. 23-193. Recordkeeping

All industrial and commercial users shall keep and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required under this article or taken by the user independent of such requirements, including but not limited to records of waste hauling, reclamations, monitoring, pH and flow measuring device calibration reports, sample analysis data, flow and pH meter chart recordings, records of pretreatment equipment maintenance, interceptor and clarifier maintenance and cleaning, and correspondence with the City, and any documents associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analyses; the analytical techniques or methods used; and the results

of such analyses. All these records are subject to inspection and shall be copied as needed. All records must be kept on the site of generation for a minimum period of three (3) years. The records retention period shall be automatically extended for the duration of any litigation concerning the user, the City, IEUA, or the City of Rialto, or where the user has been specifically notified of a longer retention period by the Public Works Director.

Sec. 23-194. Baseline Monitoring Reports.

(a) Within either one hundred eighty (180) days after the effective date of a categorical standard, or the final administrative decision on a category determination under 40 CFR Section 403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the Public Works Director a report which contains the information listed below in subsection (b). At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become categorical industrial users subsequent of the promulgation of an applicable categorical standard, shall submit to the Public Works Director a report which contains the information listen in subsection (b). A New Source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(b) Users described above shall submit the information set forth below.

(1) All information required in subsections 23-218(a)(1)(A), (a)(2), (a)(3)(A), and (a)(6).

(2) Measurement of pollutants.

(A) The user shall provide the information required in subsection 23-218(a)(7)(A) through (D).

(B) The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.

(C) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentration necessary to allow use of the combined wastestream formula in 40 CFR Section 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR Section 403.6(e) this adjusted limit along with supporting data shall be submitted to the Public Works Director;

(D) Sampling and analysis shall be performed in accordance with Section 23-204;

(E) The Public Works Director may allow the submission of a baseline monitoring report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

(F) The baseline monitoring report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the sewer system.

(3) Compliance Certification. A statement, reviewed by the user's authorized representative as defined in Section 23-1 and certified by a registered California professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M), additional pretreatment, or both is required to meet the pretreatment standards and requirements.

(4) Compliance Schedule. If additional pretreatment, O&M, or both will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such

additional pretreatment, O&M, or both must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 23-195.

(5) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 23-206 and signed by an authorized representative as defined in Section 23-1.

Sec. 23-195. Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required by subsection 23-194(b)(4):

(a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment facilities or O&M required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(b) No increment referred to above shall exceed nine (9) months;

(c) The user shall submit a progress report, certified in accordance with Section 23-206, to the Public Works Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule;

(d) In no event shall more than nine (9) months elapse between such progress reports to the Public Works Director.

Sec. 23-196. Reports on compliance with categorical standard deadline.

Within ninety (90) days following the date for final compliance with applicable categorical standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Public Works Director a report containing the information described in subsections 23-218(a)(6)-(7) and 23-194(b)(2). For users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 23-138, this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 23-206. All sampling will be done in conformance with Section 23-204.

Sec. 23-197. Periodic compliance reports.

(a) All users must submit, at a minimum during June and December of each year, periodic compliance reports indicating the nature, concentration of pollutants which are limited by pretreatment standards and the measured or estimated average daily flows and maximum daily flows for the reporting period. The reports must include all monitoring data specified in the applicable categorical standard and any additional monitoring data obtained by the user if the user monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Public Works Director, using procedures prescribed in Section 23-204.

(b) All periodic compliance reports must be signed and certified in accordance with Section 23-206.

(c) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurements facilities shall be properly operated, kept clean and maintained in good

working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

Sec. 23-198. Reports of changed conditions.

Each user must notify the Public Works Director of any significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least thirty (30) days before the change.

(a) The Public Works Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including submission of a wastewater discharge permit application under Section 23-218.

(b) The Public Works Director may issue a wastewater discharge permit under Section 23-223 or modify an existing wastewater discharge permit under Section 23-221 in response to changed conditions or anticipated changed conditions.

Sec. 23-199. Reports of potential problems.

(a) If, for any reason, pollutants are discharged at a flow rate or concentration which might cause interference with the POTW or pass-through or which might result in a violation of NPDES permit requirements or requirements of this article or a hazard to City or Control Authority personnel or the public, the industrial user shall verbally notify the Public Works Director and Control Authority's director immediately. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken or planned by the user.

(b) The verbal report shall be followed by a detailed written report submitted to the Public Works Director within five (5) days. The written report shall describe the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed under this chapter.

(c) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (a), above. Employers shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedures.

(d) Significant industrial users are required to notify the Public Works Director and the applicable Control Authority's director immediately of any changes at its facility affecting the potential for a slug discharge.

(e) A user shall notify the Public Works Director at least ten (10) days in advance of any planned production, operational change, maintenance activity that may cause a violation of the user's permit or this article. The notification shall describe the potential problem, actions the user is taking to prevent a discharge violation, and the contingency plans that will be used if a violation were to occur.

(f) The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within 30 days after becoming aware of the violation.

Sec. 23-200. Additional reporting requirements.

Industrial users are required to submit the following reports:

(a) *Self-monitoring reports*. Permittees may be required to submit periodic self-monitoring reports containing a description of the nature, concentration and flow of pollutants required to be reported by the City. Sampling for self-monitoring reports shall be performed during the period covered by the report. All required analyses shall be performed by a state-certified laboratory using analytical

methods as defined in Section 23-1. Significant industrial users shall be required to submit self-monitoring reports at least every six months.

(b) *Periodic Measurements*. Periodic measurements of flow, suspended solids and BOD for surcharge determination and other appropriate waste characteristics shall be made by those permittees specifically designated by the Public Works Director.

(c) *Solvent management plans*. All industrial users subject to effective categorical standards which include a total toxic organic limitation shall be required to file a solvent management plan.

(d) *Slug discharge control plans.* All industrial users so required by the Public Works Director shall file a slug discharge control plan. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Public Works Director and the applicable Control Authority's director of any slug discharge as required by Section 23-199;

(4) Procedures to prevent adverse impact from slug discharge. Such procedures may include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and measures and equipment for emergency response; and

(5) If necessary, follow up practices to limit the damage suffered by the treatment plant or the environment.

(e) *Notification of hazardous waste discharge*.

(1) All industrial users shall notify the Public Works Director, the applicable Control Authority's director, the EPA regional waste management division director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be classified as a hazardous waste pursuant to 40 CFR Section 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Section 261, the EPA hazardous waste number, and the type of discharge (continuous, batch or other). If the industrial user discharges more than one-hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge of the hazardous waste.

(2) Any notification under subsection (e) needs to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 23-198.

(3) The hazardous waste discharge notification requirements specified in subsection (e) do not apply to pollutants already reported under the self-monitoring requirements of Sections 23-194, 23-196, and 23-197. Industrial users are also exempt from such requirements during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR sections 261.30(d) and 261.33(e).

(4) Discharges of more than fifteen (15) kilograms of nonacute hazardous wastes, as specified in 40 CFR sections 261.30(d) and 261.33(e), require a one-time notification. Additional notification is not required for subsequent months during which the industrial user discharges additional quantities of the same nonacute hazardous waste.

(5) In the case of new federal regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user shall provide written notice to the Public Works Director, the applicable Control Authority's director, the EPA regional waste management division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(6) In the case of any notification made under these requirements, the industrial user shall certify that it has a program in place to reduce the volume or toxiCity of hazardous wastes generated to the degree it has determined to be economically practical.

(7) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this chapter, a permit issued thereunder, or any applicable federal or state law.

(f) *Other reports*. Industrial users shall file any other reports required by state law, including such reports as are required by Health and Safety Code sections 25500 through 25547.2.

Sec. 23-201. Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit shall provide appropriate reports as required by the Public Works Director.

Sec. 23-202. Notice of violation/repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the Public Works Director within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Public Works Director within thirty (30) days after becoming aware of the violation. Resampling by the user is not required if the Public Works Director performs sampling at the user's facility at least once a month, or the Public Works Director performs sampling at the user's facility between the time when the initial sampling was conducted and the time when the user or Public Works Director receives the results of this sampling, or if the Public Works Director has performed the sampling and analysis in lieu of the user.

Sec. 23-203. Analytical requirements.

All required analyses to be submitted as part of a wastewater discharge permit application or report shall be performed by a state certified laboratory using analytical methods as defined in Section 23-1.

Sec. 23-204. Sample Collection.

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(a) Except as indicated in subsection (b) and (c) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time proportional composite sampling or grab sampling is authorized by the Public Works Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple Grab Samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized

by the City, as appropriate. In addition, Grab Samples may be required to show compliance with instantaneous limits.

(b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(c) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 23-194 and 23-196 (40 CFR Section 403.12(b) and (d)), a minimum of four (4) Grab Samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Public Works Director may authorize a lower minimum. For the reports required by Section 23-197 (40 CFR sections 403.12(e) and 403.12(h)), the industrial user is required to collect the number of Grab Samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

Sec. 23-205. Date of receipts of reports.

Written reports will be deemed to have been submitted on the postmarked date. For reports, which are not mailed, postage paid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec. 23-206. Certification Statements.

The following certification statement is required to be signed and submitted by users submitting permit applications under Section 23-218; users submitting baseline monitoring reports under Section 23-194; users submitting compliance schedule progress reports under Section 23-195; users submitting reports on compliance with the categorical standard deadlines under Section 23-196; users submitting periodic compliance reports required by Section 23-197; and user submitting other reports and plans under 23-200. The following certification statement must be signed by an authorized representative as defined in Section 23-1 and include the printed name of the authorized representative, signature date, and contact information:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 23-207. Application Signatories and Certifications

(a) All wastewater discharge permit applications, user reports and certifications must be signed by an authorized representative of the user, contain the certification statement in Section 23-206, identify the name and contact information of the Authorized Representative

(b) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization to satisfy the requirements of this section must be submitted to the Public Works Director prior to or together with any reports to be signed by an authorized representative.

Sec. 23-208 to 23-215 Reserved.

DIVISION 7. WASTEWATER DISCHARGE PERMIT

Sec. 23-216. Permits Required.

All significant industrial users proposing to connect to or discharge to the POTW and all other industrial and commercial users so required by the Public Works Director shall obtain a wastewater discharge permit before

connecting to or discharging to the POTW, or at any other time as required by the director. The industrial and commercial users shall maintain a copy of the current permit readily accessible on the site of wastewater discharge at all times.

A wastewater discharge permit process fee(s) will apply to the initial permit application submission and any subsequent permit renewals. h

Sec. 23-217. Classification.

Wastewater discharge permits shall be classified as follows:

Permit Class	Industrial User Description
I	All industrial users subject to categorical standards
II	Significant industrial users not subject to categorical standards
III	Other industrial users with average daily flows of more than 5,000 and less than 25,000 gallons of nondomestic wastewater per day
IV	Other industrial and commercial users with average daily flows of 5,000 gallons of nondomestic wastewater per day or less
V	Temporary users

Sec. 23-218. Submission of application; contents.

(a) All industrial and commercial users proposing to discharge nondomestic wastewater to the POTW shall complete and submit a wastewater discharge permit application to the Public Works Director. Any existing user shall apply for a wastewater discharge permit within 30 days after notification by the Public Works Director. The Public Works Director may require all or some of the following information (if applicable):

(1) Identifying Information.

(A) The name and address of the facility, including the name of the operator, authorized representative, and owner.

(B) The SIC number according to the Standard Industrial Classification Manual, U. S. Office of Management and Budget, 1987, as amended.

(C) Copies of business licenses; tax or utility bills; vehicle licenses and capaCity of waste hauler tank; general, automobile, workers compensation, and employer's liability insurances.

(D) Contact information, description of activities, facilities, and plant production processes on the premises.

(2) Environmental Permits. A list of any environmental control permits held by or for the facility, including but not limited to permits issued by the San Bernardino County Department of Environmental Health Services, State of California, and South Coast Air Quality Management District, and a copy of the county business plan which addresses the location, type and quantity of hazardous materials handled by the user.

(3) Description of Operations.

(A) A brief description of activities, facilities, and processes on the premises, including average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such user. This description should include an 8½-inch by 11-inch schematic process diagram, which indicates points of water usage, wastewater generation, treatment, and discharge to the POTW from the regulated processes.

(B) Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are or could accidentally or intentionally be discharged to the POTW.

(C) Number and type of employees, hours of operation, and proposed or actual hours of operation.

(D) Type and amount of raw materials processed (average and maximum per day).

(E) Site plans, floor plans, mechanical and plumbing plans, and detail to show all sewers, floor drains, and appurtenances by size location, and elevation, and all points of discharge.

(F) Time and duration of discharges.

(G) The location for monitoring all wastes covered by the permit.

(4) Flow Measurement. Information showing the measured average daily flow and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR Section 403.6(e).

(5) Measurement of Pollutants.

(A) The categorical standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

(B) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Public Works Director, of regulated pollutants in the discharge from each regulated process.

(C) Daily Maximum and long-term average concentrations, or mass, where required, shall be reported.

(D) The sample shall be representative of daily operations and shall be analyzed in accordance with Section 23-203. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documentation as required by the Public Works Director or the applicable standards to determine compliance with the standard.

(E) Sampling must be performed in accordance with procedures set out in Section 23-204.

(6) Special studies may be required in the processing of an application, or a wastewater discharge permit update. In the event a special study is required, the Public Works Director shall notify the applicant or the user in writing, of the need for the special study, and what parameters the study should address. If the Public Works Director performs the study, the applicant or user shall deposit with the City the estimated cost of performing the study. All costs shall be borne by the applicant or user. Final costs will be based upon actual costs incurred by the City.

(7) A time schedule for compliance with any provision of this article or categorical standard for which immediate compliance is not possible.

(8) Any other information as may be deemed necessary by the Public Works Director to evaluate the permit application.

(b) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Sec. 23-219. Evaluation of application.

(a) The Public Works Director shall evaluate the permit application based on the data furnished by the user and such other information as known to the Public Works Director or which is otherwise requested from the user, such as critical parameter reporting.

(b) The Public Works Director shall issue a permit upon the determination that the information in the application demonstrates that the user's proposed activities will not cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW.

(c) The Public Works Director shall not issue a permit if he determines that the application demonstrates that the proposed activities have the potential to cause harm to the POTW or to unreasonably or inequitably burden the operation of the POTW. Upon making such a determination, the Public Works Director shall notify the applicant, in writing, specifying the reasons for denial and the applicable appeals process. The applicant shall be prohibited from undertaking the proposed activity but may immediately submit a revised permit application for the evaluation of the Public Works Director or appeal the decision pursuant to Section 23-21.

Sec. 23-220. Contents.

(a) Wastewater discharge permits shall be subject to all provisions of this article and all other applicable regulations, charges and fees established by City resolution or ordinance. A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Public Works Director to prevent pass-through or interference, protect the quality of the water body receiving the wastewater treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(b) Permits shall contain at least the following:

(1) Statement of permit duration that indicates the wastewater discharge permit issuance date, expiration date and effective date, and which duration shall in no case exceed five years from the effective date of the permit.

(2) Statement of permit non-transferability.

(3) Effluent limits, including best management practices, based on applicable pretreatment standards.

(4) Specifications for self-monitoring, sampling, reporting, notification, and record-keeping requirements, which shall include identification of pollutants (or best management practice) to be monitored; sampling locations; frequency of sampling; sampling types based on federal, state, and local law; and which may include number, types and standards for tests; and reporting schedule; and may include total toxic organic monitoring.

(5) Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

(c) Permits may also contain the following:

(1) The unit charge or schedule of user charges and fees for the wastewater discharged to the POTW.

(2) Schedule of penalty fees for noncompliance.

(3) Limitations on the average and maximum flow rates.

(4) Requirements for installation and maintenance of inspection and sampling facilities.

(5) Requirements for installation and maintenance of spill containment systems.

(6) Requirements for submission of technical or discharge reports.

(7) Requirements for maintaining and retaining plant records relating to the wastewater discharge, as specified by the Public Works Director.

(8) Requirements to control and notify of slug discharges and discharges of hazardous waste.

(9) Requirements for submittal of slug discharge control plans and solvent management plans.

(10) Other conditions as deemed appropriate by the Public Works Director to ensure compliance with this article.

Sec. 23-221. Modifications.

The Public Works Director may modify a wastewater discharge permit for good cause, including, but not limited to the following reasons:

(a) *Promulgation of categorical standards*. Within three months of the promulgation of a categorical standard, permits for users subject to such categorical standards shall be revised to require compliance within the time frame prescribed by such categorical standard. Where an affected user has not previously submitted an application for a permit as required by Section 23-218, the user shall apply for a permit within 180 days after the promulgation of the applicable categorical standard. In addition, users with existing permits shall submit to the Public Works Director, within 180 days after the promulgation of an applicable categorical standard, the information required by subsection 23-218(a)(7).

(b) *Changes in operation*. Industrial users shall receive written approval from the Public Works Director prior to initiating any changes in the operation of the user's facility which may result in a change in quantity or quality of nondomestic wastewater contributed to the POTW. As a condition approving such changes, the Public Works Director may impose such conditions as may be necessary to ensure that the user's system, as modified, will not cause harm to the POTW or unreasonably or inequitably burden the operation of the POTW. For the purposes of this section, the word "changes" shall include but not be limited to the following: a positive or negative change of 25 percent in the quantity of industrial wastes discharged, additional processes, additional or different equipment, and an increase in production capaCity.

(c) *Changes in permit conditions*. The terms and conditions of the permit may be subject to modification by the Public Works Director during the term of a permit if limitations or requirements, as referenced in Division 4 of this article, are modified or the user violates a provision of this article, misrepresents or fails to fully disclose all relevant facts in the wastewater discharge permit or in any required reporting. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of change and may appeal the modification pursuant to Section 23-21. Any changes or new conditions in a permit shall include a reasonable time schedule for compliance.

(d) The Public Works Director receives information indicating that the permitted discharge poses a threat to the POTW, beneficial use of the biosolids, City or Control Authority personnel, or the receiving waters.

(e) To correct typographical or other errors in the wastewater discharge permit.

Sec. 23-222. Transfer.

Wastewater discharge permits are issued to specific users for specific operations. A wastewater discharge permit shall not be transferable, either from one location to another, or from one person to another. Statutory mergers or name change shall not constitute a transfer or a change in ownership. Following a change in ownership, and upon application for a new nondomestic wastewater discharge permit, an interim permit may be issued by the Public Works Director. The new owner or operator is prohibited from discharging without a valid permit.

Sec. 23-223. Duration; reissuance

Wastewater discharge permits shall be issued for a time period specified by the Public Works Director, not to exceed five years from the effective date of the permit. The industrial user shall apply for permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the user's existing permit. The terms and conditions of each permit may be subject to modification by the City during the term of the permit in accordance with Section 23-221.

Sec. 23-224 to 23-250 Reserved.

ARTICLE III *SEWER CONNECTIONS; ON-SITE WASTE TREATMENT SYSTEMS*

Sec. 23-251. Connection required for existing and new structures.

(a) Connection of existing structures. The owner of any premises with an existing structure in or from which sewage is generated must connect the structure directly with the proper public sewer in accordance with the provisions of this chapter as follows:

(1) The owner of any building occupied by humans situated within the City and abutting on any street or easement in which there is now located or may in the future be located a public sewer of the City which will serve the building is hereby required, at the owner's expense, to connect the building directly with the proper public sewer, within 90 days after the date of official notice to do so, provided the public sewer is within two hundred feet (200') of the nearest point of the building. For purposes of this section, the house connection sewer shall be considered a portion of the public sewer.

(2) The owner of any property which is served by an OWTS must connect any structure served by that OWTS to the public sewer or obtain a permit to operate that OWTS from the Santa Ana Regional Water Quality Board if any of the following are true:

(A) The OWTS receives a flow of more than 10,000 gallons per day;

(B) The OWTS receives wastewater other than domestic wastewater from residential or commercial buildings; or

(C) The OWTS receives high-strength wastewater from commercial food service buildings that exceed 900 mg/L for biological oxygen demand or does not have a properly sized and functioning oil/grease interceptor (a.k.a. grease trap);

(D) The OWTS requires supplemental treatment under Tier 3 of the OWTS Policy;

(E) The OWTS requires and cannot comply with the corrective actions under Tier 4 of the OWTS Policy; or

(F) The OWTS consists of a cesspool.

(b) Connection of new structures. The owner of any property on which a new structure is proposed for construction must connect the structure to the public sewer if sewage will be generated in or from the structure, unless all of the following are satisfied:

(1) the public sewer is not available. For purposes of this section, the public sewer is not available when the property boundary is more than two hundred feet (200') away from the public sewer; and

(2) the lot size is more than one-half acre (average gross) in size, or the owner obtains an exemption from this requirement from the Santa Ana Regional Water Quality Control Board; and

(3) the new structure will be served by an OWTS that satisfies the Tier 1 or Tier 3 standards under the OWTS Policy; and

(4) if the new structure is a detached accessory dwelling unit or junior accessory dwelling unit or increases the size of an existing OWTS, the Santa Ana Regional Water Quality Control Board reviews and approves the proposed OWTS.

(c) Permit Required. In accordance with Article IV of this chapter, no person shall connect to the sewer system or construct OTWS without first obtaining a written permit from the City and paying all fees and connection charges as required therein.

Sec. 23-252. Separate connection required for each building; exception.

(a) No owners of separate properties shall be permitted to join in the use of the same building sewer or house connection sewer. Every property on which structures are situated and are to be connected with a public sewer shall be separately connected except as provided in this section.

(b) Adjacent properties owned by the same property owner may be served by the same house connection sewer or building sewer so long as the properties remain under the ownership of the same property owner. If a property owner sells a portion of his property and any buildings on the property sold are not separately connected with a public sewer, they shall be so connected at no expense to the City. Following the sale of a portion of a property owner's property it shall be unlawful for the owner of the portion sold or the original property owner to continue to use or maintain a common building sewer or a connection to a common house connection sewer.

Sec. 23-253. Cleanouts.

Cleanouts in building sewers shall be provided where the building sewer joins the house connection sewer and in accordance with the rules, regulations and ordinances of the City. Two-way clean outs in conjunction with gravity separation interceptor are to be installed between the building and interceptor, and downstream of sample box.

Sec. 23-254. Sewage pump.

If any building sewer is too low to permit gravity flow to the public sewer, wastewater carried by such building sewer shall be lifted by artificial means approved by the Building Official and discharged to the public sewer at the expense of the owner.

Sec. 23-255. Location of connection.

(a) If a public sewer is available in a street adjoining the property to be served, the connection of the house connection sewer to the public sewer shall be made at the public sewer main. The property owner shall construct one house connection sewer from the existing public sewer main to the property to be connected. The property owner shall obtain proper excavation permits and work is to be completed by a properly licensed contractor.

(b) The house connection sewer shall be constructed in accordance with the standard specifications of the City which are in effect at the time of construction. If the applicant desires or requires an additional house connection sewer or any special construction, he shall pay for the cost of the additional sewer connection or additional cost of the special construction in accordance with City specifications, at no cost to the City.

(c) If a public sewer is not available as described in Section 23-251, the owner shall either construct an OWTS in accordance with this article or shall extend the existing sewer system in accordance with Article VI of this chapter.

Sec. 23-256. Maintenance of house connection sewer.

(a) Any stub-out and, following connection by the property owner to the sewer system, the house connection sewer shall be maintained and repaired by the City from the point of connection with the sewer main line to the property line closest to the sewer main; provided, however, it shall be the property owner's responsibility to repair such house connection sewer which is damaged as a

result of the negligent or intentional acts of the property owner, its tenants, lessees, subcontractors, agents, or employees.

(b) The property owner shall defend, indemnify, save and hold harmless the City, its elected officials, officers, employees, agents and subcontractors from any and all fines, attorneys' fees, claims for loss, damage or personal injury, including wrongful death, which arise out of the City's maintenance and repair of the house connection sewer pursuant to subsection (a) of this section.

Sec. 23-257. Construction of local systems.

The City may, in its absolute discretion, construct a local system, which shall be placed, designed, and constructed in accordance with plans and specifications approved by the Public Works Director. At the time that a property owner elects to connect to the City's sewer system, the property owner shall be required to use the stub-out constructed as part of the local system for connection to the City's sewer system unless the Public Works Director, or his designee, determines in his reasonable discretion that connection to the City's sewer system may be made by alternate means.

Sec. 23-258. Construction of partial house connection sewer lateral.

At the time of the construction of any addition to or extension of the City's sewer system, the City may, in its absolute discretion, construct a stub-out, which shall be placed, designed, and constructed in accordance with plans and specifications approved by the Public Works Director. At the time that a property owner elects to connect to the sewer system, the property owner shall be required to use the stub-out constructed by the City for connection to the sewer system unless the Public Works Director, or his designee, determines in his reasonable discretion that connection to the sewer system may be made by alternate means.

Sec. 23-259. Record of local system construction costs.

The City shall keep a record of the costs of construction for a local system constructed pursuant to Section 23-257 and shall identify such record with each parcel of property to be served by such system. Costs of construction shall include, without limitation, the costs of construction directly attributable to the construction of the local system and the amount of indirect engineering, design and administrative costs, all of which shall be proportionally attributed to the property to be served in a manner determined in the reasonable discretion by the Public Works Director. The City shall maintain such records until such time as the property owner reimburses the City for such costs in accordance with Section 23-261.

Sec. 23-260. Record of partial house connection sewer lateral construction costs.

The City shall keep a record of the costs of construction for each stub-out constructed pursuant to Section 23-258 and shall identify such record with each parcel of property to be served by such stub-out. Costs of construction shall include, without limitation, the costs of construction directly attributable to the construction of the stub-out and the amount of indirect engineering, design and administrative costs proportionally attributed to the property to be serviced, as determined in the reasonable discretion by the Public Works Director. The City shall maintain such records until such time as the property owner reimburses the City for such costs in accordance with Section 23-262.

Sec. 23-261. Local system construction costs reimbursement and escalation.

(a) If the property owner connects to the City's sewer system at any time within one year following the City's completion of a local system serving that particular property, the property owner shall pay the amount determined pursuant to Section 23-259. If the property owner connects to such system at a point past one year following the completion of the system serving that particular property, the owner shall pay an additional amount over and above the amount determined pursuant to Section 23-259. The additional reimbursement shall be a percentage of the construction costs determined pursuant to Section 23-259, which percentage reflects the change in the engineering news record construction cost index between the time that local system construction is completed for the particular property to be served and the date that the property owner applies to the City for a permit to connect to the City's sewer system. If the engineering

news record construction cost index ceases to be published, the City may, in its reasonable discretion, use a similar construction cost index to ascertain the additional reimbursement required.

(b) The reimbursement required by this section shall be in addition to all other fees and charges imposed by this chapter.

Sec. 23-262. Partial house connection sewer lateral construction cost reimbursement and escalation.

(a) If the property owner connects to the City's sewer system at any time within one year following the City's completion of the stub-out for that particular property to be served, the property owner shall pay the amount determined pursuant to Section 23-260. If the property owner connects to the City's sewer system at a point past one year following the completion of the stub-out for the particular property to be served, the owner shall pay an additional amount over and above the amount determined pursuant to Section 23-260. The additional reimbursement shall be a percentage of the construction costs determined pursuant to Section 23-260, which percentage reflects the change in the engineering news record construction cost index between the time that stub-out construction is completed for the particular property to be served and the date that the property owner applies to the City for a permit to connect to the City's sewer system. If the engineering news record construction cost index ceases to be published, the City may, in its reasonable discretion, use a similar construction cost index to ascertain the additional reimbursement required.

(b) The reimbursement required by this section shall be in addition to all other fees and charges imposed by this chapter.

Sec. 23-263. Replacement OWTS.

(a) The owner of any property served by an OWTS must submit an application to replace that OWTS in accordance with Section 23-288 and may, after receiving a permit, replace the OWTS when the following conditions are met:

(1) The existing OWTS is failing and must be replaced to meet the Tier 1 or Tier 3 OWTS standards or standards established in this Code. Under this condition, the owner must comply with the Tier 4 standards in the OWTS Policy for correcting or replacing the OWTS.

(2) The replacement OWTS will satisfy the requirements for Tier 1 or Tier 3 OWTS in the OWTS Policy.

(3) The size of the replacement OWTS must not be larger than the OWTS subject to replacement unless approved by the Santa Ana Regional Water Quality Control Board.

(4) Notwithstanding subsection (a)(1) of this section, replacement of the OWTS is proposed to allow additional flows resulting from additions to an existing single family residential dwelling unit without any increase in size to the OWTS. This subsection does not include any free-standing additional structures subject to subsection 23-251(b)(4). An existing development on land zoned single-family residential will be considered as a new development if the addition of any free-standing structures which result in additional wastewater flows to the septic system is proposed. Commercial and industrial developments will be considered as new development if an addition to an existing structure is proposed which will result in additional wastewater flows to the OWTS.

Sec. 23-264 to 23-280 Reserved.

ARTICLE IV *PERMITS*

Sec. 23-281. Generally.

(a) No unauthorized person shall uncover, alter or disturb any portion of the sewer system without first obtaining a written sewer connection permit from the City.

(b) No person shall connect any property to the sewer system until after a sewer connection permit shall have been issued. The sewer connection permit shall specify the property to be connected, and only the property so specified shall be connected.

(c) No person shall place, discharge or dispose of any material, solid or liquid, into the sewer system or any part thereof, except by means of authorized connections; and no substance shall be placed, discharged or disposed of in the sewer system except substances or waste materials originating on the premises for which a sewer connection permit has been issued; except that authorized substances may be placed in the sewer system at places designated by the Public Works Director when a special sewer permit shall have been issued by the Public Works Director. Special sewer permits shall specify the terms and conditions under which substances may be placed in the sewer system.

Sec. 23-282. Sewer connection permit—Application; issuance.

(a) Any person legally entitled to apply for and receive a sewer connection permit shall make such application on forms provided by the City for that purpose. The applicant shall describe the location, ownership, occupancy and use of the premises to be connected. The Public Works Director may require plans, specifications or drawings and such other information as he may deem necessary.

(b) If the Public Works Director determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with this Code and other ordinances, rules and regulations of the City, the permit applied for shall be issued upon payment of the required deposit and fees as fixed in this chapter.

Sec. 23-283. Same—Compliance with terms.

After approval of an application for a sewer connection permit, evidenced by the issuance of a sewer connection permit, no change shall be made in the location of the sewer, the grade or other details from those described in the sewer connection permit or as shown on the plans and specifications for which the permit was issued, except with written permission from the Public Works Director

Sec. 23-284. Special sewer permits—Application; issuance.

(a) Any person legally entitled to apply for and receive a special sewer permit shall make application on forms provided by the City for that purpose. The applicant shall give a description of the character of the work proposed to be done or the use proposed to be made of the sewer, and the location, ownership, occupancy and use of any premises in connection with the special sewer permit. The Public Works Director may require plans, specifications or drawings and such other information as he may deem necessary.

(b) If the Public Works Director determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with the provisions of this Code and other ordinances, rules and regulations of the City, the permit applied for shall be issued upon payment of the required fees as fixed in this chapter.

Sec. 23-285. Same—Compliance with terms.

After approval of an application for a special sewer permit, evidenced by the issuance of the special sewer permit, no change shall be made to the conditions agreed to in the permit or as shown on the plans and specifications for which the permit was issued except with written permission from the Public Works Director.

Sec. 23-286. Permit for connections outside City.

(a) No lot or parcel of land located outside the corporate limits of the City shall discharge to the sewer system unless a permit therefore is obtained and the connection is inspected and approved by the

Public Works Director. The applicant shall first enter into a contract in writing whereby he shall bind himself and his heirs, successors and assigns to abide by all of the provisions of this Code and other ordinances, rules and regulations in regard to the manner in which the sewer system shall be used and the manner of connecting therewith, and also shall agree to pay all fees required for securing the permit and a monthly charge in the amount set by the City Council.

(b) Permit fees, sewer connection fees, deposits and monthly charges for properties or users located outside the corporate limits of the City shall be as agreed upon by the City Council and the applicant for service, but in no case shall be less than the fees, deposits or charges made within the corporate limits of the City.

(c) The granting of permission for the connection to or use of the sewer system by properties or users located outside the corporate limits of the City, in any event, shall be optional with and in the discretion of the City Council.

Sec. 23-287. Agreement by permittee.

(a) The applicant's signature on an application for any permit shall constitute an agreement to comply with all of the provisions, terms and requirements of this chapter and other ordinances, rules and regulations of the City pertaining to the sewer system, and with any plans and specifications he has filed with his application, together with any corrections or modifications as may be made or permitted by the City.

(b) Such an agreement shall be considered a guarantee that the bills for service to the property or to the occupant thereof will be paid and shall be binding upon the applicant and may be altered only by the City upon the written request for the alteration from the applicant.

Sec. 23-288. Permit application required for new and replacement OWTS.

(a) The owner of any property on which an OWTS will be installed or replaced must submit an application to the Public Works Director for a permit to install or replace the OWTS. No application shall be considered by the Public Works Director until the application is determined to be complete and all required fees have been paid to the City. No construction or replacement work may begin until the permit has been issued and all such work must be undertaken in accordance with the requirements of this Code and the permit.

(b) The application required by this section must be submitted in a form provided by the City and must include, at a minimum, the following information:

(1) owner's name and contact information;

(2) property address or description;

(3) a topographical plot plan for the parcel showing the OWTS components, the property boundaries, proposed structures;

(4) the estimated wastewater flows;

(5) the intended use of proposed structure generating the wastewater;

(6) soil data, and estimated depth to seasonally saturated soils; and

(7) any other information required by the Public Works Director.

Sec. 23-289 to 23-310 Reserved.

ARTICLE V *FEES, CHARGES AND BILLING*

DIVISION 1. GENERALLY

Sec. 23-311. Fees, charges, generally.

(a) Every person whose property in the City is served by a connection to the City's sewer system is subject to the fees and charges established in this chapter or by resolution or ordinance adopted by the City Council.

(b) The City Council may, from time to time in its discretion, and by resolution or ordinance, alter, change, amend or revise the fees and charges for services and facilities in connection with the sewer system.

(c) It shall be the duty of the Chief Financial Officer to collect all fees and charges provided for in this chapter.

Sec. 23-312. Sewer connection fee; sewer deposits.

(a) An applicant for a new sewer connection shall pay a sewer connection fee prior to the issuance of a sewer connection permit. The fee is calculated in accordance with Section 23-316.

(b) In addition to the sewer connection fee in subsection (a), commercial and industrial applicants shall deposit with the Chief Financial Officer an amount equal to four times the monthly charge set forth in Section 23-317 prior to the issuance of a sewer connection permit. The deposit shall be retained by the City and, in case of delinquency, it shall be applied as necessary to liquidate the cumulative amount of the delinquent charges plus penalties and the cost of collection.

(1) After a connection is established, if the monthly rate is increased or decreased, the owner shall be required to make a supplementary deposit equal to four times the increase in monthly rate in the case of an increase, and the City shall refund to the owner an amount equal to four times the decrease in the monthly rate in the case of a decrease.

(c) Revenue collected under this section shall be used in a manner that is consistent with Article VIII, Division 3.

Sec. 23-313. Transfer of ownership of property.

(a) Upon sale of the property, the former owner shall furnish the Chief Financial Officer with the correct name and mailing address of the new owner. The former owner shall be entitled to a refund of the unused portion of his deposit only after all bills and penalties and other charges have been paid and after the new owner has effected transfer of sewer service by applying for service, by guaranteeing that the bills for service to the property or to the occupant thereof will be paid, and by making the required deposit, which four actions shall constitute transfer of sewer service. Bills will continue to be sent to the former owner, or to the occupant in case the occupant is being billed, until the sewer service has been transferred or until such other date as may be agreed upon between the former owner and the new owner.

(b) Notwithstanding any other provisions of this chapter, a former owner who has sold a property shall be entitled to a refund of any unused portion of his deposit after all bills, penalties and other charges for which he is responsible have been paid and when he has shown proof that the sale has been completed. For the purpose of this subsection, the former owner shall be responsible for bills, penalties and charges until the end of the month during which he shows proof of the sale, except that under unusual circumstances and upon written appeal by the former owner the City Council may determine some other appropriate date for the cessation of such responsibility.

(c) If a new owner fails for one month to apply for service or make the guarantee or deposit required, the Chief Financial Officer will mail a copy of the sewer bill to the address of the new owner beginning the date the county reflects transfer of ownership up to two years in arrears of failure to create an account. If, after the payment has not been received after 60 days, a lien will be placed against the property, and any associated penalties and costs will be added.

(d) If service has been disconnected or terminated it shall not be reconnected or restored until all charges, including penalties, have been paid as provided in Section 23-356 or in Section 23-357, except that, when the responsibility for the payment of delinquent charges plus penalties or accrued charges is in bona fide dispute, a new owner may obtain temporary service by paying the reconnection charge or restoration charge and by applying for service, guaranteeing that the bills for service to the property or to the occupant thereof will be paid, and making the required deposit. Temporary service shall be for a period not to exceed four months, by the end of which time all charges remaining unpaid shall have been paid or service shall be disconnected or terminated. Bills for temporary service shall be rendered in the same manner as for ordinary service. All rules and regulations pertaining to bills, delinquencies and disconnections shall apply to temporary services in the same manner as they apply to ordinary services.

Sec. 23-314. Change of classification.

(a) Whenever the Chief Financial Officer finds that the use of a property has changed so that the classification to be used as a basis for determining monthly sewer charges has changed, they shall change the classification accordingly. The owner shall be notified of the change in classification. The effective date of change in classification shall be the first day of the month following the change.

(b) If an owner believes his property is improperly classified, he may request a change in classification. This request shall be filed in writing with the Planning Department and shall state the reasons why the owner believes the classification should be changed. Upon receipt of a request for change of classification, the Planning Department shall investigate the request and either change the classification as provided in this section or, if a change is not justified, notify the owner of this fact.

(c) If the use of the property has changed so that the monthly sewer charge will be decreased, the responsibility for notifying the City of the change shall rest with the owner and he shall not be entitled to a refund of sewer charges paid in excess of the proper charges as a result of his failure to notify the City of the change in use. If a change in use results in an increase in monthly sewer charge the responsibility for determining the change in use shall rest with the City and the owner shall not be liable for any back charges for increased sewer charges except where it can be shown that the owner has concealed the fact of the change in use or has knowingly withheld information which could have been used in determining the true circumstances.

Sec. 23-315. Reserved.

Editor's note— Ord. No. 1331, § 4, adopted September 19, 2000, repealed Section 23-315 in its entirety. Formerly, Section 23-315 pertained to the rate formula for monthly charges and derived from Code 1968, § 26-43; Ord. No. 998, § 11, adopted Dec. 18, 1990.

Sec. 23-316. Calculation of equivalent dwelling units for purposes of determining connection fee.

(a) All sewer connection fees for residential, commercial and industrial uses shall be based upon the residential equivalent dwelling unit (EDU) service unit rate established in this section.

(b) Residential. Each structure or part of a structure which is designed for the purpose of providing permanent housing for one family or tenant shall be one EDU. On average, this flow is two hundred seventy (270) gallons per day. Residential uses include without limitation single-family detached residences, apartments, townhouses, condominiums, mobile homes and trailer spaces.

(c) Commercial. Commercial structures are those structures designed for the purpose of providing a permanent structure for enterprises engaged in the exchange of goods and services. This includes but is not limited to all private business and service establishments, schools, churches and public facilities. For purposes of establishing connection fee, commercial equivalent dwelling units shall be determined by multiplying the fixture units (as defined by the 2010 California Plumbing Code) shown on the approved building plans by the appropriate sewage factor from the following table

(Table I). Total equivalent dwelling units for commercial centers with various use categories will be the sum of the equivalent dwelling units computed for each use category.

(d) Industrial. Industrial structures are those designed for the purpose of providing a permanent structure for an enterprise engaged in the production, manufacturing or processing of material. For purposes of establishing industrial connection charges, equivalent dwelling units for industrial uses shall be determined as follows:

(1) For domestic wastewater, multiply the fixture units (as defined by the 210 California Plumbing Code) as shown on approved building plans by a sewage factor of 0.0741 based upon a 20-gallon-per-fixture unit flow per day.

(2) For nondomestic wastewater, compute from information contained on the Wastewater discharge permit using the following formula:

$$EDU = NDF/270\ [0.37 + 0.31\ (BOD)/230 + 0.32\ (SS)/220]$$

Where:

EDU	=	Equivalent dwelling units
NDF	=	Estimated nondomestic wastewater flow
BOD	=	User's discharge—Biochemical oxygen demand (mg/l)
SS	=	User's discharge—Suspended residue (mg/l)

(3) Combine the resultant EDU's derived from subsections (1) and (2).

TABLE I
Commercial Use Categories and Sewage Factors

Use Category	Type of Business	Sewage Flow (gallons/ day per FU)	BOD/SS	Sewage Factor (SF)
I.	Motel/hotel Recreation/amusement Restaurant (fast food) Office Retail store Market (without butcher shop) Bar/tavern	12	230/220	0.0444
II.	Market (with butcher shop) Bakery Mortuary	24	250/350	0.1081
III.	Convalescent home Hospital Health spa with pool Restaurant (full service)	42	250/300	0.1780
IV.	Laundromat (with non-efficient washing machines) Dry cleaner (processor)	43	350/500	0.2499
V.	Carwash (coin-operated)	102	150/500	0.4910
VI.	Church School Public facility	17	230/220	0.0630
VII.	Health spa without pool Laundromat (with high-efficient front loading machines)	42	230/220	0.1555

Sec. 23-317. Calculation of equivalent dwelling units for purposes of determining monthly charges.

Monthly sewer charges for residential, commercial and industrial uses shall be determined based upon the service unit rate formula:

Service Unit Assignment Formula

$$SU = F / (270)\ (0.37) + BOD / (230) \times (0.31) + SS / (220) \times (0.32)$$

$$\text{Monthly Sewer Service Charge} = SU \times \text{Service Unit Rate}$$

Where:

SU	=	Sewer units
F	=	Sewage flow in gallons per day based on sewage factor applied to water meter readings
BOD 5	=	User's discharge—Biochemical oxygen demand (mg/l)
SS	=	User's discharge—Suspended solids concentration (mg/l)
Q	=	Domestic water usage (gallons per day) taken directly from water meter readings.

Sec. 23-318. Monthly sewer charges.

(a) Single-family dwelling, multi-family dwelling, church/social hall, public buildings and schools base sewer charge for property located within the City limits shall be based upon the City's operation, maintenance and replacement rate per the equivalent dwelling unit (EDU) as calculated in Section 23-317, plus any currently applicable, legally adopted monthly charge assessed by a Control Authority.

(b) The commercial base sewer charges for property located within the City limits shall be the combined total of the following in accordance with the most current rates adopted by the City:

(1) The City's operation, maintenance and replacement rate per month per EDU;

(2) The City's administrative rate for supervising commercial uses within the City per month per EDU; and

(3) Any currently applicable, legally adopted monthly charge assessed by any agency or district providing sewer treatment service to the City.

(c) The industrial base sewer charge for property located within the City limits shall be the combined total of the following in accordance with the most current rates adopted by the City:

(1) The City's operation, maintenance and replacement rate per month per EDU;

(2) The City's administrative rate for supervising industrial uses within City limits per month per EDU; plus

(3) Any currently applicable, legally adopted monthly charge assessed by any agency or district providing sewer treatment service to the City.

Sec. 23-319. Same—Outside City limits.

The City may charge an additional extraterritorial monthly charge per EDU for users outside the corporate limits of the City, as agreed upon by the City Council and the applicant for service.

Sec. 23-320 to 23-323 Reserved.

Sec. 23-324. Continuance of monthly charges.

After a property has been connected to the sewer system, the monthly sewer charge shall be imposed, whether the property is occupied or not, until such time as the structure using the sewer service is demolished or

unoccupied and the sewer connection is capped. The capping of the sewer service is to be inspected by the Building Official.

Sec. 23-325. Pass-through of rate increases.

Any increase in any currently applicable, legally adopted monthly charge assessed by a Control Authority shall be immediately passed through to the affected property owners. Any amounts over-collected by the City shall be applied first to the deficit recovery, if any, then to fund balance.

Sec. 23-326. Reserved.

Editor's note— Ord. No. 1221, § 1, adopted July 15, 1997, repealed § 23-326 in its entirety. Formerly, § 23-326 pertained to hardship allowance; application and determination for temporary assistance, and derived from Ord. No. 1059, § 3, 8-18-92. See the Code Comparative Table.

Sec. 23-327 to 23-350 Reserved.

DIVISION 2. BILLING PROCEDURES

Sec. 23-351. Authority to prescribe additional rules and regulations.

The City Council may, by resolution, adopt rules and regulations for the rendering and collecting of sewer bills. Unless otherwise provided, the rules, regulations and procedures contained within this division shall apply to the rendering and collecting of bills.

Sec. 23-352. Rendering of bills; liability for payment.

(a) Sewer bills shall be rendered every two months and shall be due and payable upon presentation. The bill for each two-month period shall segregate amounts charged for collection and sewer treatment service. The agency responsible for the sewer treatment service shall be named on the bill. The bill shall be mailed not later than the tenth day of the second month for which service has been rendered and is billed. The commencement date for sewer bills for newly constructed structures shall be the first day of the month following the date upon which final inspection is given by the department of building and safety or the first day of the month following the date that the premises or any portion thereof are occupied, whichever occurs first. The commencement date for sewer bills for structures previously served by facilities other than the City sewer system shall be the first of the month following the date that the structure is connected to the City sewer system.

(b) Sewer bills associated with industrial and commercial users shall be sent to the owner of the property served, who shall be responsible for the payment thereof. Property owners and occupants may make special arrangements with the Chief Financial Officer on application forms to be provided by him and signed by both the tenant and occupant for that purpose for bills to be sent to the occupant of the property rather than to the owner of the property. From the date of the signing and filing of the application by both parties, bills shall be sent to the occupant. Thereafter the property owner and the occupant shall be liable, jointly and severally, for the payment of sewer bills.

Sec. 23-353. Action on delinquent bills.

On the 15th day of the month following the month in which a sewer bill is mailed, the bill shall become delinquent if the bill or any portion thereof which is subject to a bona fide dispute remains unpaid. A delinquent bill shall be subject to a penalty charge of ten percent of the amount of the delinquent balance. After a bill has become delinquent, the Chief Financial Officer shall add the late fee to the next bill.

Sec. 23-354. Lien for delinquent charges.

Any sewer rates authorized pursuant to this article which remain unpaid for 60 days past the date upon which they were billed may be collected thereafter by the City, as provided as follows:

(1) The City shall cause a report of delinquent sewer fees to be prepared periodically. The City Council shall fix a time, date and place for hearing the report and any objections or protests thereto. The report shall contain a list and description of each parcel of real property to which is attributed a delinquency in the payment of sewer rates, for a period of sixty (60) days or more, the names of the owners and the total amount of the delinquency attributable to that parcel.

(2) The City Council shall cause notice of the hearing to be mailed to the owners of the property with delinquencies, as listed on the latest equalized assessment roll. Such notice shall be sent not less than fourteen (14) days prior to the date of the hearing and shall inform the recipients of the amount of unpaid sewer rates and penalties. Such notice shall inform the owners that the unpaid sewer rates and penalties will be assessed against and shall result in a lien on their property.

(3) At the hearing, the City Council shall hear any objections or protests of the landowners who are to be assessed for delinquent fees. The City Council may make such revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

(4) The delinquent sewer rates, and any penalties thereon, set forth in the confirmed report shall constitute a special assessment against the respective parcels of land and are a lien on the property for the amount of delinquent fees, the late charges, and cost of lien. The City clerk shall certify, over his signature, that the report has been adopted by the City Council in its final form and file the report with the county auditor. In addition, the City clerk shall also record the amount of unpaid charges with the county recorder.

Sec. 23-355. Termination of service.

(a) If all structures in which sewage is produced are removed from a property served by the sewer system, or if the structure in which sewage is produced is demolished, then the City shall consider the service disconnected and shall provide a prorated adjustment of annual assessment based upon the first day of the month following the notification of removal or demolition of the structure by the City building official. The owner shall be entitled to a refund of the difference after full payment is received to the City. The owner shall be entitled to a refund of the deposit or to such portion of the deposit as may be unused, upon written application therefor. Termination of service shall be considered equivalent to disconnection.

(b) Thereafter, the property shall not be inhabited by humans nor shall any sewage be produced thereon until service has been restored through payment of new connection and deposit fees.

Sec. 23-356. Reconnection.

After service to a property has been disconnected, the sewer connection permit issued for the property shall be considered cancelled. The permit and service shall not be restored until all delinquent charges plus penalties, all charges which have accrued since the time of disconnection, any supplementary connection charges, and the estimated cost of reconnection have been paid; the deposit required under Section 23-312 is restored to the required amount; and any required guarantee for the payment of bills has been made. All of the charges, deposits and other amounts required to be paid shall be paid before the building sewer is reconnected to the sewer system.

Sec. 23-357 to 23-385 Reserved.

ARTICLE VI *EXTENSION OF SEWER SYSTEM*[4]

Sec. 23-386. Applicability.

[4] Cross reference(s)—Planning and development, ch. 21.

The provisions of this article shall apply to additions to and extensions of the sewer system, which extensions or additions are built at the direct expense of property owners, subdividers or other persons or groups of persons. Other provisions of this chapter that are not in conflict with the provisions of this article shall also apply. This article shall not apply to portions of the sewer system constructed by the City and paid for out of the sewer fund, except that nothing in this article shall prohibit the City from participating in the construction of an extension of the sewer system when the extension is of more than local benefit.

Sec. 23-387. Additions and extensions defined.

(a) As used in this article, the word "addition" shall mean a system of sewer mains, house connection sewers and appurtenances built by property owners at their expense to serve their land, and which does not serve any other land adjoining the work by direct connection thereto.

(b) As used in this article, the word "extension" shall mean a system of sewer mains, house connection sewers and appurtenances built by property owners at their expense to serve their land, and which may also serve other adjoining land, the owners of which have not shared in the cost of the work.

(c) A single sewer project may include additions and extensions. The term "property owner," as used in this article, shall include a single person, a group of persons, or a corporation, firm or other combination of persons.

Sec. 23-388. Acceptance of work; special consideration.

(a) Following the satisfactory completion of any sewer project for the construction of an addition or extension, and upon the recommendation of the Public Works Director, the City Council shall, by resolution, accept the work, which shall then become a part of the City's sewer system. The resolution of acceptance shall contain the terms of any special consideration which shall apply to the sewers so accepted.

(b) Special consideration may include provisions for reimbursement and relief from the connection fee, but shall not include provisions for monthly charges different from those established elsewhere in this chapter, except as provided for service to property lying outside the corporate limits of the City. All provisions for special consideration shall terminate at the expiration of ten years following the date of the resolution of acceptance, or at such an earlier date as may be established in the resolution of acceptance.

Sec. 23-389 to 23-420 Reserved.

ARTICLE VII *RESERVED*

Sec. 23-421-23-455 Reserved.

ARTICLE VIII *FINANCING OF FACILITIES*[5]

DIVISION 1. GENERALLY

Sec. 23-456 to 23-475 Reserved.

DIVISION 2. SEWER FACILITIES EXPANSION FEE AND FUND

Sec. 23-476. Intent and purpose.

(a) The City Council finds that new development and certain changes in use increase demand on sewage collection, transmission, treatment, and disposal facilities serving the City, including

[5] **Cross reference—** Finance and taxation, ch. 10; planning and development, ch. 21.

facilities owned and/or operated by the Inland Empire Utilities Agency ("IEUA") and the City of Rialto.

(b) The purpose of this Division is to ensure that applicants creating new or increased sewer capaCity demands pay the sewer expansion fee required to fund capaCity-related obligations imposed on the City under its regional sewer service agreements.

Sec. 23-477. Facilities expansion fee.

(a) Fee established. A sewer expansion fee shall be imposed as a condition of approval of new connections to the City's community sewer system and for changes in use or expansions that create additional capaCity demands, where such payment is required by its regional sewer service agreement.

(b) Applicability. The sewer expansion fee shall be due for:

(1) Each new connection that will discharge to the City's sewer system; and

(2) Each change in use, expansion, or modification of an existing commercial or industrial connection that results in an increase in sewage volume or strength, fixture units (as defined by the California Plumbing Code), or equivalent demand, when such increase triggers a capaCity-related payment under the applicable regional sewer service agreement.

(3) If dry sewers are installed for future connection to the sewer system, the fees shall be required even though an OWTS is to be utilized as an interim measure. In those cases where an OWTS is authorized for other than interim use, the fees shall not be required, provided that if any such structure so exempted connect to the sewer system in the future, the fees shall be payable by the then owner of record of the property.

(4) For residential structures with building permits issued prior to July 1, 1979, and that would discharge to IEUA's sewerage system, no sewer expansion fee will be levied.

(c) Fee Determination. The sewer expansion fee shall be calculated based on the regional sewerage system to which the property is sewage will be transported for treatment/disposal:

(1) For properties discharging to IEUA's sewerage system, the sewer expansion fee shall include the capital capaCity reimbursement payment calculated using equivalent dwelling units and the then-current rate established by the IEUA.

(2) For properties discharging to IEUA's sewerage system, the sewer expansion fee shall include the the treatment-capaCity and/or sewer collection facilities development payments calculated using equivalent dwelling units and the then-current rate established by the City of Rialto.

(d) Payment Due. The sewer expansion fee shall be paid prior to issuance of the building permit or sewer connection permit, or for changes in use prior to issuance of the permit required for such change.

(e) Deposit and remittance. Fees collected under this section shall be deposited, credited, and remitted in the manner required by the applicable regional agreement.

(f) Attachment of sewer use rights. Under certain situations, an existing discharger may want to relocate a business. The issue may then arise as to ownership of certain existing discharge rights in the regional system. All sewer capaCity remains with the existing building and should be sold to building owners rather than tenants. In cases where an existing building is completely demolished, the transfer of capaCity rights can be permitted provided that:

(1) Proof of building demolition can be documented;

(2) Payment for original system capaCity can be documented;

(3) The demolition occurs simultaneously with the transfer; and

(4) The transfer occurs within the contracting agency who originally sold the capaCity.

Sec. 23-478 to 23-500 Reserved.

DIVISION 3. SEWER FUNDS

Sec. 23-501. Policy.

It is the policy of the City Council that the sewer service be operated as a utility, and that it shall be operated in a prudent manner with adequate reserves to meet emergencies and to replace parts of the system.

Sec. 23-502. Funds established.

The following sewer funds are to be created and maintained:

(a) *Maintenance and operating fund*. The sewer maintenance and operating fund is to be created and maintained for the purpose of paying for the expenses associated with the maintenance and operation of the sewer system. Such expenses are to include direct sewage treatment costs, direct accounting and billing costs, and direct preventative and emergency sewage collection system maintenance costs, as well as general and departmental overhead as defined in Section 23-1. be sewer permit fees, interest earnings and sewer service charges. Refundable sewer deposits provided by property owners are accounted for within this fund, and the amount of such deposits shall not be reflected in the fund balance.

(b) *Sewer replacement fund*. The sewer replacement fund is to be created and maintained for the purpose of paying for replacing parts of the sewer system as they wear out, deteriorate or become obsolete. All items deemed to be replacement of existing facilities shall be paid for from this fund. The source of the money for this fund is to be through City Council authorized transfers from the sewer maintenance and operating fund. Such transfers are to be authorized so that funds will be available to pay for future replacement of parts of the sewer system. The determination as to the amount of money to be held in this fund will be made by taking into consideration the estimated life and replacement cost of the various parts of the sewer system using the summation of the following formula:

(Replacement cost of sewer system facility additions) × (0.10) × (Age of sewer system facilities) ° (75 years)

(c) *Sewer capital fund*. The sewer capital fund is to be created and maintained for the purpose of paying for new sewer facilities found necessary because of the development of the City. Such facilities could include, but are not limited to, pumping stations, sewer laterals, manholes, cleanouts, sewer mains, treatment facilities, interceptors, monitoring stations, and equipment. An annual appropriation shall be made from this fund for general and department overhead. The source of the money for this fund is to be sewer connection charges, interest earnings, sewer installation charges, property assessments, and government grants.

(d) *Sewerage facilities expansion fund*. The sewerage facilities expansion fund is to be created and maintained for the purpose of paying for sewer facilities needed for the expansion of the City including, but not limited to, treatment plants and sewer interceptor lines. The source of the money for this fund is to be the sewerage facilities expansion fee collected pursuant to Section 23-477. This fund is to be used for those expansion fees and funds collected and held pursuant to contract with the Inland Empire Utilities Agency and the City of Rialto.

Sec. 23-503. Appropriations.

Appropriations from the various funds provided for in this article shall be pursuant to authorization in the annual budget or by special action of the City Council.

Sec. 23-504. Allocation of interest earnings.

Moneys in the sewer funds may be commingled with moneys in other funds for cash management and interest earnings purposes, but each sewer fund shall be credited with its pro rata share of all interest earnings based on the fund's average balance.

Sec. 23-505. Loans from sewer funds.

To the extent allowed by law, loans between sewer funds or to other funds may only be made pursuant to the authorization of the City Council and shall be for a specific time period not to exceed five years. During such time that monies are on loan from any fund, interest shall be paid annually to the fund. The interest rate during this loan period shall be at least the average rate for the City's interest-bearing deposits during the loan duration. No loans shall be made from the maintenance and operating fund and the sewer replacement fund. Existing loans shall be brought into compliance with this section within five years.

Sec. 23-506. Allocation of personnel and equipment costs.

(a) *Personnel*. The total number of employees in the sewer maintenance and operating budget shall be determined using the following formula:

(Total number actual hours proposed to be charged to the sewer maintenance and operating fund for permanent employees for the proposed operating budget) ° (2,080 hours)

Personnel costs will be charged on the actual number of hours worked. Personnel costs include salaries and related benefits.

(b) *Equipment*. The original purchase cost charged to the sewer capital fund shall be no more than its pro rata share of time used in sewer activities. The motor pool rental charges shall also be based on the actual hours used; the motor pool shall be responsible for the replacement of these capital items.