City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Revised Agenda

Ord. No. 1988 Reso. No. 2026-027

Tuesday, April 28, 2026
2:00 PM

Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

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

WORKSHOP:

A. 12:30 P.M. City Council Workshop

A. E-Bike Discussion: Use, Safety & Regulation 26-0959

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a) Name of case: A'Vay Lewis v. City of Fontana, et al., Case No. CIVSB2505558 (San Bernardino Superior Court). 26-0958

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a) Name of case: Lary Qirk Lewis v. City of Fontana, et al., Case No. CIVSB2516452 (San Bernardino Superior Court).

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

CLOSED SESSION ANNOUNCEMENT

A. Closed Session Announcement:

SPECIAL PRESENTATIONS:

A. Special Presentations:

A.	**Mayor Warren and City Council to swear in new Fontana Firefighters**	**26-0954**
B.	**Mayor Warren and City Council to swear in new Fontana Police Officers Kenneth Gasaway, Mason Howard, Mireya Izazaga & Kevin Ojima**	**26-0952**
C.	**Mayor Warren and City Council to recognize Officers Alex Chuy, Dustin Hodgins, Daniel Oliver & Hector Quinones as March 2026 Employees of the month**	**26-0953**

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 **26-0951**

Approve the minutes of April 14, 2026, Regular City Council Meeting.

Attachments: Attachment No. 1- City Council Meeting Minutes 04-14-2026.pdf

B. Adoption of Ordinance No. 1985 (Second Reading) Amending Multiple Sections Of The Fontana Municipal Code Including Amendments To Sec. 30-12 Pertaining To The Definition Of Acute Care, Urgent Care And Business Park; Sec. 30-358 Pertaining To The Definition Of Frontage Coverage; Sec. 30-368 Pertaining To The Maximum Setback For Buildings In The Route 66 Gateway Subdistrict Of The Form-Based Code Zone; Sec. 30-386 Pertaining To The Minimum Glazing Standard For The Shopfront Frontage Type In The Form-Based Code Zone; Sec. 30-389 Pertaining To Required Landscaping In Parking Areas For Mixed-Use And Commercial Developments In The Form-Based Code Zone; Sec. 30-489 Pertaining To The Urgent Care And Acute Care Land Uses In The Commercial Zones; Sec. 30-538 Pertaining To Required Screening Of Loading Areas In Industrial Zones **26-0947**

Conduct a second reading by title only and adopt, **Ordinance No. 1985**, Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Sec. 30-12 Pertaining To The Definition Of Acute Care, Urgent Care And Business Park; Sec. 30-358 Pertaining To The Definition Of Frontage Coverage; Sec. 30-368 Pertaining To The Maximum Setback For Buildings In The Route 66 Gateway Subdistrict Of The Form-Based Code Zone; Sec. 30-386 Pertaining To The Minimum Glazing Standard For The Shopfront Frontage Type In The Form-Based Code Zone; Sec. 30-389 Pertaining To Required Landscaping In Parking Areas For Mixed-Use And Commercial Developments In The Form-Based Code Zone; Sec. 30-489 Pertaining To The Urgent Care And Acute Care Land Uses In The Commercial Zones; Sec. 30-538 Pertaining To Required Screening Of Loading Areas In Industrial Zones". And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections 15060(C), 15378, and 15061(B)3).

Attachments: Attachment No. 1- Ord No. 1985.docx

C. Adoption of Ordinance No. 1986 (Second Reading), levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge) **26-0949**

Conduct a second reading by title only and adopt, **Ordinance No. 1986**, levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge).

Attachments: Attachment No. 1- Ord 1986.docx

D. Adoption of Ordinance No. 1987 (Second Reading), amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks **26-0950**

Conduct a second reading by title only and adopt, **Ordinance No. 1987**, amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks.

Attachments: Attachment No. 1- Ord No. 1987.docx

E. Approval of a Resolution Amending and Updating the City's Records Retention Schedule **26-0915**

Approve **Resolution No. 2026-027**, adopting a revised Records Retention Schedule for the retention and destruction of obsolete records.

Attachments: Attachment No. 1- Reso 2026-027 - Records Retention.docx
Attachment No.2- Fontana - Records Retention Schedule_DRAFT Update 03-30-2026.xlsx

F. Award a Professional Services Agreement for Design Services to BFK Architects for the 16641 Orange Way Public Works East Yard Renovation Project (PW-26-158-SP). **26-0846**

1. Award and authorize the City Manager to enter into a Professional Services Agreement with BFK Architects for the Design Services for the 16641 Orange Way Public Works East Yard Renovation Project in the amount of $318,880.00 (Request for Proposals PW-26-158-SP).

2. Approve and authorize the City Manager to enter into future individual Professional Services Agreement Amendments with BFK, not exceeding $30,000.00 for the 16641 Orange Way Public Works East Yard Renovation Project (PW-26-158-SP).

Attachments: Attachment No. 1- Evaluation Summary PW-26-158-SP.pdf
Attachment No. 2- Proposal.pdf
Attachment No. 3- Site map.docx

G. Authorize the Purchase of Next-Generation Firewalls to Replace End-of-Life Firewalls **26-0871**

1. Authorize the Purchasing Division to procure next-generation firewall hardware utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Authorize the Purchasing Division to use the OMNIA Partners Contract #01-154 to purchase a pair of replacement firewalls from authorized reseller NowTech Solutions of Sacramento, CA, including all required licensing, maintenance, and support in the amount of $126,744.31.

Attachments: Attachment No. 1- City of Fontana - FortiGate-701G 5 Year Enterprise Protection.pdf
Attachment No. 2- Fortinet_Award_Letter.pdf
Attachment No. 3 01-154_Fortinet_RL_2025.06.13.docx.pdf

H. Authorize the Renewal of Licensing and Maintenance for Firewall Systems **26-0889**

1. Authorize the Purchasing Division to utilize the OMNIA Partners IT Solutions, Products, and Services Contract #2024056-02 to renew licensing, maintenance, and support for the City's Palo Alto firewall and SD-WAN systems in accordance with Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Approve the purchase from SHI International in the amount of $102,925.60.

Attachments: Attachment No. 1- SHI Quote-27285916.pdf
Attachment No. 2- 2024056-02_SHI_EXE.pdf

I. Resolution of the City Council of the City of Fontana, California Approving a Purchase and Sale Agreement Between the City of Fontana and SA Golden Investments, Inc. for Assessor's Parcel Numbers 0228-151-62-0000 and 0228-151-66-0000 **26-0897**

1. Adopt **Resolution No. 2026-028**, approving a Purchase and Sale Agreement between the City of Fontana and SA Golden Investments, Inc. for Assessor's Parcel Numbers 0228-151-62-0000 and 0228-151-66-0000.

2. Authorize the City Manager to sign any documents necessary or appropriate to approve and enter into a Purchase and Sale Agreement.

Attachments: Attachment No. 1- Resolution Approving SA Golden PSA-c1.docx
Attachment No. 2- Approved Resolution 2025-107 - Exempt Surplus Land Declaration.pdf
Attachment No. 3- Vicinity map.pdf
Attachment No. 4- Appraisal.pdf
Attachment No. 5 - Purchase and Sales Agreement.docx

J. Award a Construction Contract for the Fire Station No. 80 - Training Center Project (Bid No. DE-26-129-SB) **26-0928**

1. Award and authorize the City Manager to enter into a construction contract with AMG & Associates, Inc. for the construction of the Fire Station No. 80 - Training Center in the amount of $14,395,000 and authorize a 10% contingency in the amount of $1,439,500 (Bid No. DE-26 -129-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Fire Station No. 80 - Training Center (Bid No. DE-26-129-SB).
3. Appropriate $3,900,000 from Fire Capital Project Fund (Fund 610) to the Fire Station No. 80 - Training Center Project No. 37603385.
4. Approve a transfer in the amount of $3,900,000 from Fontana Fire District Fund #210 to the Fire Capital Project Fund #610 to cover construction contract costs.

Attachments: Attachment 1 - Vicinity Map
Attachment 2 - Bid Results
Attachment 3 - Bid Detail

K. Police Department Monthly Information Update **26-0931**

Accept the Police Department monthly information update for February 2026.

Attachments: Attachment No. 1- February 2026 Report for City Council Rev2.pptx

L. Authorize the Renewal of VMware Software Licensing **26-0933**

1. Authorize the Purchasing Division to procure VMware maintenance and support utilizing NASPO State of California Participating Addendum Contract AR2472 (Addendum 7-17-70-40-05) in accordance with Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.
2. Approve the purchase from Sidepath, Inc. of Laguna Hills, CA as the authorized reseller in the amount of $119,380.00.

Attachments: Attachment No. 1- QUOTE-SIDQ52698.pdf
Attachment No. 2- ADDENDUM NUMBER 7-17-70-40-05.pdf

M. Final Acceptance of Heritage Community Center Pool Plastering Project (PW-26-70-SB) **26-0935**

1. Accept as complete the work performed by California Landscape and Design, Inc. for the Heritage Community Center Pool Plastering project (PW-26-70-SB).

2. Authorize the City Manager to approve the additional contract authorization increase amount of $22,378.00.

N. Purchase and Sale Agreement- 15166 Foothill Blvd **26-0941**

1. Approve a Purchase & Sale Agreement for the purchase of the associated land located at 15166 Foothill Boulevard, Fontana, CA 92335 specifically described as APN 1110-161-08 in the amount of $3,200,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property specifically described as APN 1110-161-08 comprised of approximately 2.30 acres (“Property”) from Aldea Foothill Two, LLC.

3. Authorize the City Manager to enter into the Purchase and Sale Agreement and any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

Attachments: Attachment No. 1- 15166 FOOTHILL BLVD (.pdf

O. First Amendment to Option and Purchase and Sale Agreement for City owned property **26-0942**

1. Approve the First Amendment to the Option and Purchase and Sale Agreement with SA Golden Investments, LLC for city owned land located at the northwest corner of Arrow Boulevard and Sierra Avenue consisting of approximately 21,500 square feet, more specifically described as APN’s 0191-163-26, 0191-163-17, and 0191-163-16.

2. Authorize the City Manager to enter into any documents necessary or appropriate to effectuate said approvals and/or agreement, including any related financing or subordination documents required to effectuate the close of escrow and development of the property.

Attachments: Attachment No. 1- FIRST AMENDMENT TO REAL ESTATE OPTION AND PURCHASE AND SALE AGREEMENT- SA GOLDEN-c1 (003).docx

P. Final Acceptance of Ralph M. Lewis Sports Park Artificial **26-0944**

Turf Installation for Fields 1 & 2 (PW-26-36-SB)

Accept as complete the work performed by FieldTurf Inc, USA for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB).

Q. Award a Construction Contract for the Village of Heritage (VoH) Liberty Loop Patching and Pavement Rehabilitation Project (DE-26-97-SB) **26-0945**

1. Award bid and authorize the City Manager to enter into a construction contract with Matich Corporation for the construction of the VoH Liberty Loop Patching and Pavement Rehabilitation Project in the amount of $2,548,691.00 and authorize a 10% contingency in the amount of $254,869.10 (DE-26-97-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the VoH Liberty Loop Patching and Pavement Rehabilitation Project.

Attachments: Attachment No. 1- Bid Results VoH Liberty Loop.pdf
Attachment No. 2- VoH Liberty Pkwy Map.pdf
Attachment No. 3- Bid ResultDetail479241.pdf

R. Approve and Authorize the City Manager to enter into a Public Road Easement with the U.S. Department of Agriculture Forest Service along Coyote Canyon Road, West of Sierra Avenue **26-0974**

Approve and authorize the City Manager to enter into a Public Road Easement with the U.S. Department of Agriculture Forest Service along Coyote Canyon Road, west of Sierra Avenue.

Attachments: Attachment No. 1- Public road easement draft_final - UPDATED 04.21.26.pdf
Attachment No. 2- Exhibit A and Exhibit B - LEGAL and Plat Revised 11-25-2025.pdf

S. Naming of Proposed Children's Museum in honor of John P. Previti **26-0956**

Approve the naming of the Proposed Children's Museum in honor of John P Previti.

T. Adoption of Resolution No. 2026-029 Appointing Mayor Warren as the City's Representative to the San Bernardino Regional Housing Trust (SBRHT) Board of Directors **26-0980**

Adopt **Resolution No. 2026-029** appointing Mayor Warren as the City of Fontana's representative to the San Bernardino Regional Housing Trust (SBRHT) Board of Directors.

Attachments: Attachment No. 1- Reso 2026-029.docx

NEW BUSINESS:

A. New Business:

A. Establishing Procedures for the Conduct of the Public Hearing and Majority Protest Process and Exhaustion of Administrative Remedies Procedures 26-0957

Authorize the City Clerk, or their designee, to provide notice of the public hearing in accordance with Proposition 218's requirements.

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on May 12, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0959
Agenda #: A.

Agenda Date: 4/28/2026
Category: Workshop

Workshop

Tuesday, April 28, 2026

12:30 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 #: 26-0958
Agenda #: A.

Agenda Date: 4/28/2026
Category: Closed Session

Closed Session

Tuesday, April 28, 2026

1:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0954
Agenda #: A.

Agenda Date: 4/28/2026
Category: Ceremonial Items

Ceremonial Item

Tuesday, April 28, 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 #: 26-0952
Agenda #: B.

Agenda Date: 4/28/2026
Category: Ceremonial Items

Ceremonial Item

Tuesday, April 28, 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 #: 26-0953
Agenda #: C.

Agenda Date: 4/28/2026
Category: Ceremonial Items

Ceremonial Items

Tuesday, April 28, 2026

2:00 P.M.

Steelworkers' Auditorium

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0951
Agenda #: A.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of April 14, 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 April 14, 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, April 14, 2026

2:00 PM

Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335

City Council Meeting

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

DRAFT

CLOSED SESSION:

A. 1:30 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held at the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, April 14, 2026.

Mayor Warren called the meeting to order at 1:31 p.m. with all members of the City Council present except Mayor Pro Tem Garcia and Council Member Sandoval.

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 LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Valdez v. City of Fontana USDC Case No.: 5:24-cv-002631-KK-SP

The following individuals spoke under closed session public communications for the following items:

1. Bobbie Jo Chavarria

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: 16049 Arrow Blvd., (City Link Phase II)
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Water of Life
Under negotiation: Price and terms of payment

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: APN 1100-091-71 (Lot C) and 1100-111-51 (Lot D)
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Water of Life
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, April 14, 2026.

Mayor Warren called the Regular City Council Meeting to order at 2:02 p.m.

ROLL CALL:

PRESENT: Mayor Warren, Council Members Cothran and Roberts.

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

ABSENT: Mayor Pro Tem Garcia and Council Member Sandoval

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CLOSED SESSION ANNOUNCEMENT:

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

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Valdez v. City of Fontana USDC Case No.: 5:24-cv-002631-KK-SP

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: 16049 Arrow Blvd., (City Link Phase II)
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Water of Life
Under negotiation: Price and terms of payment

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: APN 1100-091-71 (Lot C) and 1100-111-51 (Lot D)
City Negotiator: Phillip Burum, Deputy City Manager
Negotiating Party: Water of Life
Under negotiation: Price and terms of payment

SPECIAL PRESENTATIONS/ CEREMONIAL:

A. Mayor Warren and City Council to recognize Community Services Supervisor, Stan Clark, Community Service Coordinator, Zachary Tamayo and Southern California Municipal Athletic Federation, Executive Director, Bill Bant for their dedication and outstanding efforts in developing and organizing the "Surf & Turf" competition.

Mayor Warren and the City Council recognized Community Services Supervisor, Stan Clark, Community Service Coordinator, Zachary Tamayo and Southern California Municipal Athletic Federation, Executive Director, Bill Bant for their dedication and outstanding efforts in developing and organizing the "Surf & Turf" competition.

B. Mayor Warren and City Council to recognize Gabriel Cancinos, Electrical and Safety gold medal winner at the ABC National Craft Championships.

Mayor Warren and City Council recognized Gabriel Cancinos, Electrical and Safety gold medal winner at the ABC National Craft Championships.

C. Mayor Warren and City Council to proclaim April 2026 as National Donate Life Month

Mayor Warren and City Council proclaimed April 2026 as National Donate Life Month. Elaine Jones, One Legacy Ambassador, accepted the proclamation.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Asher Jones supported the Regional Navigation Center project and urged stronger wraparound services for people exiting homelessness.

Bobbie Jo Chavarria commented on Earth Month, called for stronger climate action, offered condolences to the Sandoval family and referenced various state and federal elected officials and policy issues.

Grace questioned funding and oversight of a property project she believed had been transferred to the County, and raised concerns about contract amendments without Council review. She also urged action on public safety legislation and community safety concerns.

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

CONSENT CALENDAR:

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and passed unanimously by a vote of 3-0 to approve Consent Calendar Items "A-M." The motion carried by the following vote: AYES: Warren, Cothran, and Roberts; NOES: None; ABSTAIN: None; ABSENT: Garcia and Sandoval

A. Approval of Minutes **26-0913**

Approve the minutes of March 24, 2026, Regular City Council Meeting and the March 31, 2026, Special City Council Meeting.

B. Adoption of a Resolution Declaring, Pursuant to the Previously Adopted Mitigation Negative Declaration for the Fire Station No. 80 Project, a Portion of Certain Real Property Located at 6585 Cherry Avenue a Public Right-of-Way for Street and Utility Purposes and Accepting the Road into the City's Street System **26-0825**

Adopt **Resolution No. 2026-020**, declaring a portion of certain real property located at 6585 Cherry Avenue a public right-of-way for street and utility purposes and accepting the road into the City's street system.

C. Purchase and Sale Agreement of the Property from San Bernardino County Transportation Authority (SBCTA), APN 0191-161-25 **26-0838**

1. Approve a Purchase and Sale Agreement for the purchase of the property near Spring Street facing the Pacific Electric Trail, specifically described as APN 0191-161-25, in the amount of $130,000 plus escrow costs and related acquisition fees.
2. Authorize the City Manager to enter into the Purchase and Sale Agreement and/or any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

D. Amendment No. 1 to the Professional Services Agreement for Architectural Design Services with Robert, Borders & Associates for the Regional Navigation Center Tenant Improvements Project (DE-25-91-SP) **26-0861**

1. Approve and authorize the City Manager to enter into Amendment No. 1 to the Professional Services Agreement with Robert, Borders & Associates for Architectural Design Services for the Regional Navigation Center Tenant Improvements Project (DE-25-91-SP) in the amount of $147,120.00, for a total contract amount of $772,519.00.

2. Approve and authorize the City Manager to execute future individual Amendments not exceeding $100,000 for the Regional Navigation Center Tenant Center Improvement Project (PN37600084).

E. Adopt a Resolution for Projects Funded by the Road Repair and Accountability Act, SB 1 **26-0869**

Adopt **Resolution No. 2026-021**, of the City Council of Fontana to incorporate projects funded by SB 1, the Road Repair and Accountability Act, for Fiscal Year 2026-2027.

F. Approve Amendment No. 2 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. for Plan Check, Map Check, and WQMP Review Services **26-0870**

Approve and authorize the City Manager to enter into Amendment No. 2 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. in the amount of $198,000, and an amended Task Order total of $477,000 for additional plan check, map check, and WQMP review services.

DRAFT

G. Annual Update on Military Equipment Pursuant to California Assembly Bill 481 **26-0887**

Adopt the "2025 Fontana Police Department Annual Military Equipment Use Inventory Report" in accordance with Ordinance No. 1892 of the Fontana Municipal Code, Governing Military Equipment Usage.

H. Approve Right of Way Purchase and Sale Agreements of the Properties for the Building A Better Connected Inland Empire (RAISE) Project **26-0890**

1. Approve and authorize the City Manager to accept modifications made by MWD and enter into a Purchase and Sale Agreement of the properties with Metropolitan Water District of Southern California.

2. Approve and authorize the City Manager to accept modifications made by MWD and enter into a Possession and Use Agreement of the properties with Metropolitan Water District of Southern California.

3. Approve and authorize the City Manager to enter into a Purchase and Sale Agreement of the properties with Intex Corporation.

I. Purchase of Artificial Turf Replacement Materials for Fields #5 and #6 at Ralph M. Lewis Park. **26-0891**

1. Authorize the Purchasing Division to utilize the California Multiple Awards Schedule (CMAS) contract #4-06-78-0031A to procure Artificial Turf Replacement Materials and Nailer Boards Replacement per Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal.

2. Approve the purchase from FieldTurf USA, Inc. in the not to exceed amount of $856,953.68 for the synthetic turf and materials.

J. Approve Anchor Easement with Southern California Edison on City Company Property Adjacent to Armstrong Road **26-0901**

1. Approve and authorize the City Manager sign the Anchor Easement with Southern California Edison Company on City Property adjacent to Armstrong Road.

K. Approve City of San Bernardino Animal Shelter Services Agreement Amendment No. 1 **26-0902**

1. Approve Agreement Amendment No. 1 with the City of Fontana and San Bernardino City Animal Sheltering Services Contract.

2. Authorize the City Manager to enter into any and all future contract amendments on behalf of the City of Fontana.

L. Approve a Purchase Order with Knott's Berry Farm for the entry tickets to the amusement park for the Fontana Expanded Learning Program. **26-0909**

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

DRAFT

unique.

2. Approve a Purchase Order with Knott's Berry Farm in the amount of $227,787 for the entry tickets to the amusement park for the Fontana Expanded Learning Program.

M. Approval of Amended and Restated Communications Site License Agreement with New Cingular Wireless PCS, LLC (AT&T) and Approval of License Termination Agreement for Existing Site near 14000 Philadelphia Avenue **26-0912**

1. Approve the License Termination Agreement terminating the existing 2005 Communications Site License Agreement; and

2. Approve the Amended and Restated Communications Site License Agreement with New Cingular Wireless PCS, LLC (AT&T) for continued operation of a wireless communications facility located at 14000 Philadelphia Avenue; and

3. Authorize the City Manager to enter into the agreements and any necessary related documents.

PUBLIC HEARINGS:

A. Master Case No. 26-0007 and Municipal Code Amendment No. 26-0001: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to definitions and uses related to medical land uses in commercial zones, the definition and regulation of business parks, screening requirements for loading areas in industrial zones, and regulations in the Form-Based Code zone, including the definition of frontage coverage, maximum setback standards in the Route 66 Gateway sub-district, glazing requirements for the Shopfront frontage type, and landscaping in parking areas, 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). **26-0786**

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. 1985** entitled: “An Ordinance Of The City Council Of The City Of Fontana, California, Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Sec. 30-12 Pertaining To The Definition Of Acute Care, Urgent Care And Business Park; Sec. 30-358 Pertaining To The Definition Of Frontage Coverage; Sec. 30-368 Pertaining To The Maximum Setback For Buildings In The Route 66 Gateway Subdistrict Of The Form-Based Code Zone; Sec. 30-386

Pertaining To The Minimum Glazing Standard For The Shopfront Frontage Type In The Form-Based Code Zone; Sec. 30-389 Pertaining To Required Landscaping In Parking Areas For Mixed-Use And Commercial Developments In The Form-Based Code Zone; Sec. 30-489 Pertaining To The Urgent Care And Acute Care Land Uses In The Commercial Zones; Sec. 30-538 Pertaining To Required Screening Of Loading Areas In Industrial Zones”. 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 Cothran asked about glazing flexibility, signage limits, and exemptions for narrow lots. Associate Planner Session-Goins clarified the proposal allows limited use of spandrel glass, standard signage rules would apply, and exemptions support feasible development. Council Member Cothran expressed support.

Mayor Warren asked about the definition and regulation of business parks, including how existing businesses would be affected. Associate Planner Session-Goins explained that a formal definition and use classifications are included in the code, and existing businesses that do not meet new standards would be allowed to continue operating as legal nonconforming uses, subject to standard zoning provisions.

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 Council Member Cothran, and passed unanimously by vote of 3-0 to approve Public Hearing Item “A.” The motion carried by the following vote: AYES: Warren, Cothran, and Roberts; NOES: None; ABSTAIN: None; ABSENT: Garcia and Sandoval

B. Public Hearing on Formation of Community Facilities District No. 117 (Southridge). **26-0896**

Mayor Warren asked for any members of the public who wish to file a written protest prior to the opening of the public hearing for the Formation of Community Facilities District No. 117.

There was no one who wished to file a protest.

Mayor Warren opened the public hearing.

City Clerk Key stated that one written public communication was received and would be added to the record.

Accounting Supervisor Samuel Perez provided the staff report.

The following individuals spoke in opposition:

1. Grace
2. Grow Fontana

Mayor Warren closed the Public Hearing.

ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts and unanimously passed by a vote of 3-0 to adopt the following:

1. **Resolution No. 2026-022** for formation of Community Facilities District 117(Southridge).

2. **Resolution No. 2026-023** deeming it necessary to incur bonded indebtedness of Community Facilities District 117(Southridge).

3. **Resolution No. 2026-024** calling a special election for Community Facilities District 117(Southridge).

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

Following the motion, Mayor Warren asked City Clerk Key to open the ballots and announce the results of the election.

City Clerk Key announced that the City received one ballot in favor.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran to move the following by a unanimous vote of 3-0 as follows:

1. **Resolution No. 2026-025** declaring the results of the special election and directing the recording of special tax lien.

2. Read by title only, and waive further reading of and introduce **Ordinance No. 1986** levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge); and that the reading of the title constitutes the first reading thereof.

3. **Resolution No. 2026-026** authorizing the execution and delivery of a Letter of Credit Agreement and an Acquisition and Funding Agreement.

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

NEW BUSINESS:

A. Introduction and First Reading of Ordinance No. 1987, an Ordinance of the City Council of the City of Fontana, California, amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks. **26-0911**

Introduce and waive further reading of **Ordinance No. 1987**, Ordinance of the City Council of the City of Fontana, California, amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks.

Deputy City Manager Ray Ebert provided the staff report.

Council Member Roberts confirmed the proposed ordinance is consistent with measures already adopted by other California cities and is intended to enhance public safety ahead of the upcoming 250th anniversary of the United States. Deputy City Manager Ebert confirmed the ordinance was modeled after similar regulations implemented in other Southern California jurisdictions.

Council Member Cothran clarified that the ordinance applies year-round, including stricter no-fireworks zones. Deputy City Manager Ebert confirmed property owners or tenants can be held responsible for violations tied to their residence, with fines of $1,000 per illegal firework.

Homeowner supported the ordinance for safety reasons but raised concerns about outreach, enforcement methods, and the need for more community education.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and passed unanimously by vote of 3-0 to approve New Business Item "A." The motion carried by the following vote: AYES: Warren, Cothran, and Roberts; NOES: None; ABSTAIN: None; ABSENT: Garcia and Sandoval

CITY MANAGER COMMUNICATIONS:

City Manager Matt Ballantyne provided clarification on Consent Calendar items: Item C involves acquiring a small parcel along the Juniper–Sierra trail to support a future market/affordable housing development, and Item D relates to the Navigation Center, noting a recent agreement signing with seven partner cities. He asked Deputy City Manager Burum to explain further.

Deputy City Manager Burum explained that the City acquired the property and is leading design work for the navigation center in coordination with the County, which will ultimately purchase and operate the facility after construction is complete. The City is advancing the project and updating the architect's scope (the change order) to reflect expanded needs,

including additional space and a sobering center. The County will reimburse all eligible development and construction costs upon completion. The facility will include 100 recuperative care beds, 100 navigation/wellness beds, and an added sobering component.

City Manager Ballantyne reported that Public Works has completed two soccer fields at Lewis Park and is moving forward with construction of two additional fields at an estimated cost of $1 million, noting appreciation for continued investment in City parks.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

City Clerk Key offered condolences to Council Member Sandoval and his family and also shared a personal announcement congratulating her two grandsons on their graduation from Summit High School—one accepted to Morehouse College and the other pursuing trade school to become a barber.

City Treasurer Koehler-Brooks also offered condolences to Council Member Sandoval and his family.

Council Member Roberts also offered condolences to Council Member Sandoval and his family.

Council Member Cothran also offered condolences and noted the importance of honoring the Sandoval family when appropriate. He emphasized the need for strong public education and outreach once the fireworks ordinance takes effect, including clear guidance on how residents should report issues (suggesting use of non-emergency or 311 instead of 911).

Mayor Warren announced that the meeting would be adjourned in memory of Council Member Sandoval's mother, Eleanor Morales and thanked colleagues, staff, and regional partners for their work. She highlighted strong support for the Navigation Center and described it as part of the City's broader strategy to address homelessness through coordinated services, funding, and partnerships. She emphasized Fontana's leadership in housing efforts, including affordable housing, and reiterated a long-term commitment to expanding solutions such as first-time homebuyer programs and veteran housing assistance.

ADJOURNMENT:

A. Adjournment

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

1. Eleanor Morales

Mayor Warren adjourned the meeting at 3:40 p.m. to the Regular City Council Meeting on Tuesday, April 28, 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 APRIL 28, 2026.

_____
Germaine Key
City Clerk

DRAFT

File #: 26-0947
Agenda #: B.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1985 (Second Reading), Amending Multiple Sections Of The Fontana Municipal Code Including Amendments To Sec. 30-12 Pertaining To The Definition Of Acute Care, Urgent Care And Business Park; Sec. 30-358 Pertaining To The Definition Of Frontage Coverage; Sec. 30-368 Pertaining To The Maximum Setback For Buildings In The Route 66 Gateway Subdistrict Of The Form-Based Code Zone; Sec. 30-386 Pertaining To The Minimum Glazing Standard For The Shopfront Frontage Type In The Form-Based Code Zone; Sec. 30-389 Pertaining To Required Landscaping In Parking Areas For Mixed-Use And Commercial Developments In The Form-Based Code Zone; Sec. 30-489 Pertaining To The Urgent Care And Acute Care Land Uses In The Commercial Zones; Sec. 30-538 Pertaining To Required Screening Of Loading Areas In Industrial Zones.

RECOMMENDATION:
Conduct a second reading by title only and adopt, **Ordinance No. 1985**, Amending Multiple Sections Of The Fontana Municipal Code, Including Amendments To Sec. 30-12 Pertaining To The Definition Of Acute Care, Urgent Care And Business Park; Sec. 30-358 Pertaining To The Definition Of Frontage Coverage; Sec. 30-368 Pertaining To The Maximum Setback For Buildings In The Route 66 Gateway Subdistrict Of The Form-Based Code Zone; Sec. 30-386 Pertaining To The Minimum Glazing Standard For The Shopfront Frontage Type In The Form-Based Code Zone; Sec. 30-389 Pertaining To Required Landscaping In Parking Areas For Mixed-Use And Commercial Developments In The Form-Based Code Zone; Sec. 30-489 Pertaining To The Urgent Care And Acute Care Land Uses In The Commercial Zones; Sec. 30-538 Pertaining To Required Screening Of Loading Areas In Industrial Zones". And Finding The Action To Be Categorically Exempt From CEQA Under CEQA Sections 15060(C), 15378, and 15061(B)3).

COUCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- 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. 1985 was introduced by a vote of 3-0 at the April 14, 2026, Regular City Council Meeting.

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

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1985

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING MULTIPLE SECTIONS OF THE FONTANA MUNICIPAL CODE, INCLUDING AMENDMENTS TO SEC. 30-12 PERTAINING TO THE DEFINITION OF ACUTE CARE, URGENT CARE AND BUSINESS PARK; SEC. 30-358 PERTAINING TO THE DEFINITION OF FRONTAGE COVERAGE; SEC. 30-368 PERTAINING TO THE MAXIMUM SETBACK FOR BUILDINGS IN THE ROUTE 66 GATEWAY SUBDISTRICT OF THE FORM-BASED CODE ZONE; SEC. 30-386 PERTAINING TO THE MINIMUM GLAZING STANDARD FOR THE SHOPFRONT FRONTAGE TYPE IN THE FORM-BASED CODE ZONE; SEC. 30-389 PERTAINING TO REQUIRED LANDSCAPING IN PARKING AREAS FOR MIXED-USE AND COMMERCIAL DEVELOPMENTS IN THE FORM-BASED CODE ZONE; SEC. 30-489 PERTAINING TO THE URGENT CARE AND ACUTE CARE LAND USES IN THE COMMERCIAL ZONES; SEC. 30-538 PERTAINING TO REQUIRED SCREENING OF LOADING AREAS IN INDUSTRIAL ZONES, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15061(B)(3), AND SECTION 15378 AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

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, through Municipal Code Amendment ("MCA") No. 26-0001, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("FMC"); and

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

WHEREAS, Section 30-12. – List of definitions. is amended to add definitions for acute care and urgent care, to modify the definition of business park, and to eliminate additional definitions of business parks; and

WHEREAS, Section 30-358. – List of definitions. is amended to modify the definition of frontage coverage; and

WHEREAS, Section 30-368. – Route 66 gateway district. is amended to modify the maximum building setback in the Route 66 Gateway subdistrict of the Form-Based Code zone; and

WHEREAS, Section 30-386. Shopfront. is amended to allow the use of spandrel glass, or similar, to fulfill the minimum glazing requirement; and

ATTACHMENT NO. 1

WHEREAS, Section 30-389. – Fences, hedges and walls. is amended to require landscaping in parking areas of commercial and mixed-use developments in the Form-Based Code zone; and

WHEREAS, Section 30-489. – Uses permitted. is amended to allow the urgent care land use in Commercial zones; and

WHEREAS, Section 30-532. – Special use regulations. is amended eliminate business parks from warehousing distribution/logistics special use regulations; and

WHEREAS, Section 30-538. – Screening. is amended to clarify that screening of loading areas pertains to dock areas in Industrial zones; and

WHEREAS, the amendments in MCA No. 26-0001 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. 26-0001 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. 26-0001 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 March 17, 2026, the Fontana Planning Commission ("Planning Commission") held a public meeting on MCA No. 26-0001 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 information pertaining to the municipal code amendments, including the staff report, and all the information, evidence, and testimony presented at its public hearing on March 17, 2026; and

WHEREAS, on April 14, 2026, the City Council held a public hearing on MCA No. 26-0001 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 March 17, 2026; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 26-0001 that was presented at its public hearing on April 14, 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 above recitals are true, correct and incorporated herein by 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. Municipal Code Amendment Findings. The City council hereby makes the following finding for MCA No. 26-0001 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

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

Finding of Fact: The proposed Municipal Code Amendments will clarify and streamline the City's development requirements and processes while facilitating housing, commercial development and supporting the business community. As such, they promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana and 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. 26-0001, which is attached hereto as Exhibit "A" and incorporated herein by reference as fully set forth herein.

The City Council further stipulates that the ordinance adopting the amendments to the Zoning and Development Code, under MCA No. 26-0001, does not apply to development applications deemed complete by the City of Fontana Planning Department prior to the ordinance's effective date. The City Council also stipulates that any such completed pre-adoption applications not conforming to these amendments after the

ordinance's effective date, once approved by the appropriate approving body, be granted legal non-conforming status, with all applications deemed complete on or after the ordinance's adoption being subject to its provisions.

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 14th day of April 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 14th day of April 2026, and was finally passed and adopted not less than five days thereafter on the 28th day of April 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 I. – GENERAL PROVISIONS AND DEFINITIONS

Sec. 30-12. – List of Definitions

Text prior to remain unchanged
…
Acreage, gross means all land within a defined area, including private ownerships and future public rights-of-way, easements, etc.

Acute care means a 24-hour facility licensed by the State to provide diagnostic, therapeutic, and rehabilitative services by or under the supervision of physicians. This use is characterized by inpatient beds for stays exceeding 24 hours, surgical suites, and intensive care units. It may include "Emergency Services" (Level I-V Trauma Centers) as a primary or accessory use, along with helipads, laboratories, and specialized treatment wings.

Addition means any construction that is attached to an existing building and which increases the size of a building or facility in terms of site coverage, height, length, width, or gross floor area.

…
Bus terminal means a use that includes a building and area in which patrons of a private or semi-private for-pay passenger transportation service may purchase tickets on site (or off site if the point of sale is the subject site) for passage on a motor carrier, may board or disembark such motor carrier, and which may allow such motor carrier to remain in a secured area for more than two hours at a time. For the purpose of this definition, "motor carrier" shall mean a bus, van, limousine, or similar multi-passenger vehicle. Bus terminals may provide for the storage, maintenance, and services of busses including repair, washing, and fueling facilities. A bus terminal may include a bus depot. (See definition of "bus depot".)

Business park~~, general~~ ~~means a group of three or more substantially compatible and cross-supporting uses, typically in separate buildings with multiple tenant spaces, on a single parcel or multiple contiguous parcels of land that are planned, developed, and operated as an integrated site with shared common areas for such uses and supporting ancillary uses. Special design attention is given to circulation, parking, utility needs, aesthetics, and compatibility. Basic elements of a business park include, but are not limited to, the following: developments that are themed to a particular profession or discipline and contain strong branding; shared open space, parking, and amenities; architectural, design, and signage consistency; on-site management, property owners associations (POAs), governing documents such as covenants, conditions and restrictions (CC&R's), and may be held in condominium or in fee ownership.~~ A development containing a cluster of buildings designed for a mix of research and development, light manufacturing (involving no raw materials), and administrative and professional offices. Business parks are characterized by a campus-like setting with unified architectural design, extensive landscaping, and the excluding of heavy industrial activities that produce significant noise, odor, or outdoor storage.

~~*Business park, industrial* means a group of three or more industrial uses, typically in separate buildings with multiple tenant spaces, on a single parcel or multiple contiguous parcels of land, that are planned, developed, and operated as an integrated site with shared common areas for such uses and supporting ancillary uses with special attention given to circulation, parking, utility needs, aesthetics, and compatibility. Incidental supporting uses that are ancillary to the main business park, may be permitted by the Director of Community Development provided specific written findings.~~

~~*Business park, logistics* means a group of three or more trucking related uses, typically in separate buildings with multiple tenant spaces, on a single parcel or multiple contiguous parcels of land, that are planned, developed, and operated as an integrated site with shared common areas for such uses and supporting ancillary uses with special attention given to circulation, parking, utility needs, aesthetics, and compatibility. Incidental supporting uses that are ancillary to the main business park, may be permitted by the Director of Community Development provided specific written findings.~~

~~*Business park, office* means a group of three or more office uses, typically in separate buildings, on a single parcel or multiple contiguous parcels of land, that are planned, developed, and operated as an integrated site with shared common areas for such uses and supporting ancillary uses with special attention given to circulation, parking, utility needs, aesthetics, and compatibility. Incidental supporting uses that are ancillary to the main business park, may be permitted by the Director of Community Development provided specific written findings.~~

…

University or *college* means an educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree as defined by the Education Code § 29002 of the State of California, or successor legislation.

Urgent care means an establishment providing immediate, short-term medical treatment for acute illness or injury on a walk-in basis, typically outside of standard business hours (8:00 am – 5:00 pm). Unlike a Medical Office, it does not primarily serve a permanent patient base through scheduled appointments; unlike an Emergency Room, it is not equipped to handle life-threatening trauma or overnight stays. These facilities may include diagnostic services such as imaging and laboratory testing as accessory uses.

Use means the purpose for which land or a building is occupied, arranged, designed or intended, or for which either land or building is, or may be, occupied or maintained.

…

Remainder of section to remain unchanged

ARTICLE III – FORM BASED CODE

Sec. 30-358. – List of definitions.

…

Frontage means a strip or extent of land abutting a thoroughfare, civic space or other public right-of-way.

(1) Frontage, private. The area between the building facade and the shared lot line between the public right-of-way and the lot.
(2) Frontage, public. The area between the curb of the vehicular lanes and the edge of the right-of-way.

Frontage coverage means ~~the minimum percentage of the length of the frontage coverage zone that shall be occupied by a primary building façade(s)~~ the minimum percentage of a lot's width that must be occupied by a building façade, measured at the maximum setback line. This calculation ensures the continuity of the "street wall" and prevents excessive gaps between buildings that disrupt the pedestrian environment. Frontage coverage requirements shall not be applied to project sites less than 75 feet in width as measured at the front property line adjacent to the public right-of-way.

Frontage coverage zone means the space between the minimum and maximum front yard setback lines and the minimum size yard or front yard setback line.
Remainder of section to remain unchanged.

…

Remainder of section to remain unchanged

Sec. 30-368. Route 66 gateway district.

The Route 66 gateway district is primarily intended for commercial retail and personal service uses with incorporated automobile uses that have traditionally been located along the corridor.

Residential or Mixed-Use Density		Minimum		Maximum
		18 units/acre		39 units/acre
Commercial Floor Area Ratio (without a residential component)		—		2.0
Setback		Building setback from PL		
		Front		Side/Rear
		Min. (ft.)	Max. (ft.)	Min. (ft.)
i.	Front Street	0	10*/<u>25 on parcels without frontage on Foothill Blvd.</u>	—
ii.	Side Street	0	10*	—
iii.	Side (Interior)	—	—	0
iv.	Rear yard	—	—	5

* Required setbacks for civic buildings may be modified with Planning Commission approval.

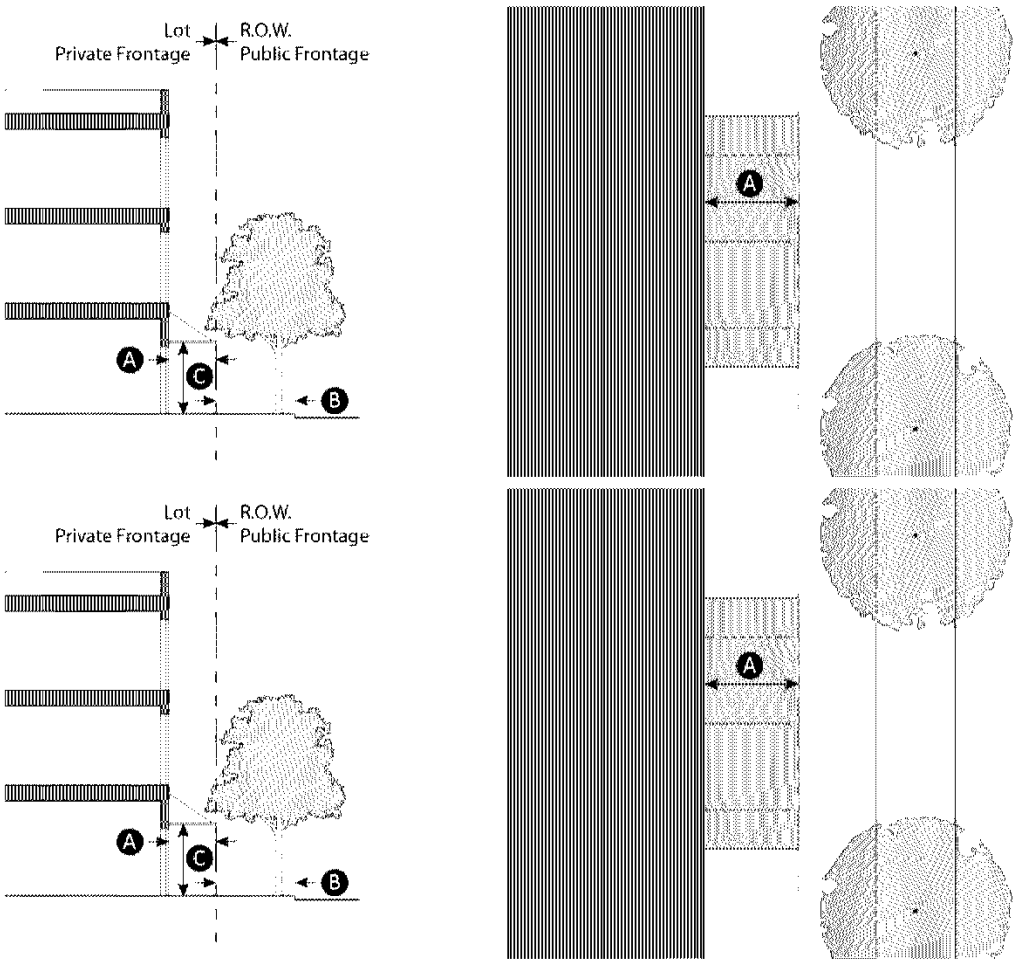
Allowed Building Types	Min		Max.	
	Stories/ft.	Lot W/D	Stories/ft.	Lot W/D
Flex	1/30	25/100	4/60	400/150
Hybrid	3/40	150/160	5/70	400/150
Liner	1/24	100/100	5/70	200/150
Live/Work	1/24	75/80	3/40	150/150
Rowhouse	2/24	75/80	3/40	150/150
Frontage Coverage			50% minimum	
Story Height				
Ground Floor		Upper Stories		
Min. Height	12 ft.	Minimum Height		10 ft.

W = Building lot width along primary frontage; D = Building lot depth perpendicular to primary frontage.

Hotels may be allowed to a maximum of seven stories and 90 feet in height.

Remainder of section to remain unchanged.

Sec. 30-386. Shopfront.



In the shopfront frontage type, the main facade of the building has an at-grade entrance along the public way. This type is intended for retail and other commercial uses. It has substantial glazing at the sidewalk level and may include an awning that may encroach into the ROW. It may be used in conjunction with other frontage types.

Size

Ground floor transparency	40% min.
Ground floor transparency may be achieved through the use of spandrel glass or similar, to the satisfaction of the Director of Planning.	

Awning

Depth	4 ft. min.	A
Setback from curb	2 ft. min.	B
Height, clear	8 ft. max.	C

Design Standard

Shopfront glass shall be clear without reflective glass frosting or dark tinting. Shopfront windows may be clerestory windows (horizontal panels) between the shopfront and second floor/top of single-story parapet. Glass clerestory may be of a character to allow light, while moderating it such as stained glass, glass block, painted glass, or frosted glass. Shopfronts with accordion-style doors/windows or other operable windows that allow the space to open to the street are encouraged. Operable awnings are encouraged.



Sec. 30-389. Fences, hedges and walls.

(a) *Single-family and multi-family site walls and fencing.*

(1) Low walls or hedges may be used to divide space, create a variety in landscaping and to define site edges.

(2) Locate fences or walls on the property line (excluding the front property line) to define private open space and common open space areas, protect privacy, and buffer residents from noise sources.

a. Use masonry materials for sound reduction purposes.
b. Masonry walls shall include a top or cap.
c. Wood and chain link fencing is prohibited. However, wood picket fencing shall be allowed in the front yard setback area of the neighborhood district.

(4) Design fences and walls to be an attractive part of the project, with materials and designs that are compatible with the exterior building materials and demonstrate design integrity with the project as a whole.



(5) Front yard fencing and walls shall comply with the following requirements as applicable:
   a. *Single family.* Open fencing and solid walls shall be setback from the sidewalk by at least two feet to allow for landscaping; not grass that must be mowed or trimmed;
   b. *Multi-family.* Open fencing and solid walls shall meet the standards in Table 30-389.A.

(6) The overall height of fencing, when present, shall not exceed the standards in Table 30-389.A. below:

Table 30-389.A.—Maximum Height of Fences or Walls

Location of Fence or Wall	Maximum Height
Within front or side street setback	
Solid wall	3 feet
Open fencing	4 feet
Not within front or side street setback	6 feet
Interior side and rear property line	6 feet

(b) *Mixed-use or commercial site walls and fencing.*

(1) Walls and fences shall meet the requirements of Section 30-494(g) and Section 30-500 of the Zoning and Development Code.

(2) *Fence design.* Fences shall be constructed, designed and maintained as follows:
   a. *Permitted materials.* Fencing visible from public view should be open work such as wrought iron and metal (tube) fences with design features. Masonry, stucco and plaster are permitted when deemed more appropriate to the design of the building on the project site.
   b. *Fence maintenance.* Every fence shall be kept in good repair, consistent with the design thereof. The property owner shall be responsible for landscaping and maintaining the area, if any, between the property line and the owner's fence.
   c. *Hazardous and prohibited materials.* Fences shall not incorporate barbed wire and razor wire, spiked tips, chain link of any kind, woven wire mesh ("chicken wire"), welded wire mesh, woven wire ("hog wire") rope, cable, railroad ties or any other similar materials or materials not specifically manufactured for permanent fencing.

(3) *Walls and fences in parking areas.* Fencing and walls in parking areas shall be landscaped in adherence to standards in Sec. 30-670(a)(8).

ARTICLE VI. – COMMERCIAL AND MIXED-USE ZONING DISTRICTS

Sec. 30-489. Uses permitted.

(a) *Uses by zoning district.* Table No. 30-489, lists the uses permitted in each of the commercial and mixed-use zoning districts. A "P" indicates a use is permitted by right subject to design review by the Planning Commission, administrative site plan review by the Director of Planning, or regulatory permit issued by the City, an "M" indicates the use requires the granting of a minor use permit approved by the Director of Planning, a "C" indicates the use requires the granting of a conditional use permit approved by the Planning Commission, and "—" means the use is not permitted in that zoning district.

(b) *Uses subject to specific requirements.* Permitted uses marked with an asterisk "*" indicate that the use is subject to special use regulations in Chapter 33, Section 30-491 and Chapter 15 of the Municipal Code. Conditional uses are subject to the provisions in Section 30-492.

(c) Uses marked with a superscript** indicate that the requirement pertains to parcels with frontage along Foothill Boulevard between Ilex Street to Maple Avenue.

Table No. 30-489
Allowed Uses within Commercial Zoning Districts

Use	C-1	C-2	RMU
Retail Sales			
Adult businesses	P*	P*	—
Antique shop	P	P	P
Automobile sales agency with or without incidental repair and sales display area	—	C	C
Automobile supply store (no machine shop)	P	P	P
Bakery goods store	P	P	P
Bar, cocktail lounge	C	C	C
Bicycle shop	P	P	P
Boat sales with incidental repair and sales display area	—	C	C
Book store	P	P	P
Building materials, retail sale of (if contained within a completely enclosed building)	—	P	P
Building materials with outdoor storage	—	—** /P*	P*
Blueprinting establishment	—	P	P
Cannabis retailer, storefront (with City Permit)	P*	P*	—
Caterer	P	P	P
Clothing store	P	P	P
Computer store	P	P	P
Convenience store	P	P	P
Cafés (cyber, animal, gaming)	P** /C	P** /C	C
Department store	—	P	P
Discount store	P	P	P
Drugstore	P	P	P

Electrical Supply Store	P	P	P
Feed store	C	M	—
Florist shop	P	P	P
Furniture store	P	P	P
Garden furniture and supplies store	P*	P*	P*
Glass or mirror store	P	P	P
Grocery, fruit, vegetable, meat, fish, poultry, or delicatessen store	P	P	C
Hardware store	P*	P*	P*
Hobby supplies store	P	P	P
Home furnishing store	P	P	P
Household appliance store	P	P	P
Ice cream store	P	P	P
Ice storage locker (if not more than five-ton capacity)	P	P	P
Interior decorating shop	P	P	P
Jewelry and coin store	P	P	P
Liquor store	C	C	C
Micro-brewery	—	C	C
Newsstand	P	P	P
Novelties store	P	P	P
Nursery, plant (includes statuary sales)	P*	P*	P*
Paint and wallpaper shop	P	P	P
Pawn shop	—	C	C
Pet boarding	—	M	—
Pet shop	P	P	P
Plumbing supply store	—	P	P
Radio, television, and small electrical appliance shop (including repair when incidental to retail sales)	P	P	P
Restaurant, café, excluding those having dancing and/or floorshows. Alcohol beverages are not permitted.	P*	P*	P*
Restaurant and café with entertainment and/or dancing. Alcohol beverages permitted. (See Section 30-492 for alcohol beverage sales)	P*/C*	P*/C*	C*
~~Restaurant, café, without entertainment and/or dancing. alcohol beverages permitted. (See Section 30-492 for alcohol beverage sales)~~			
Restaurant, drive-thru and take out	P*	P*	P*
Secondhand store	—	P	P
Shoe store	P	P	P
Smoke/tobacco shop and vape shop	C	C	C
Sporting goods store	P	P	P
Swap meet (indoor/outdoor)	—	—	—
Tattoo establishments	P*	P*	P*
Trailer and mobile home sales and rental	—	P*	C
Truck and trailer sales (Properties fronting ~~v~~Valley ~~b~~Boulevard only)	—	C	—
Wholesale auto sales (requires one stall)	C	C	—
Warehousing sales, retail	C	P*	P*

Warehousing sales, wholesale	—	C	P*
Business and Professional Offices			
Administrative and professional offices involving no retail trade	P	P	P
Art gallery	P	P	P
Financial institution	P	P	P
Clinic, medical or dental, acupuncture (~~not including acute~~ ~~and~~ For urgent care, see land use below)	P	P	P
Convention centers	—	—	P
Government offices	P	P	P
Medical laboratory	—	P	P
Optician	P	P	P
Pharmacy	P	P	P
Radio/television studio (with transmitter)	—	C	C
Studio (without transmitter)	P	P	P
Studios for professional work or teaching of any form of fine art	P	P	P
Urgent care	P/—**	P/—**	P/—**
Service Establishments			
Ambulance service	P	P	P
Animal hospital	M	P	C
Animal hospital (with boarding)	—	M	—
Assembly/meeting hall for, private clubs, religious services, or similar uses	C	C	C
Automobile fueling station	C	C	C
Automobile and truck rental, two-ton, single unit maximum	—	C	C
Automobile/vehicle body and fender repair shop	—	C	C
Automobile/vehicle repair	C	C	C
Automotive custom repair (includes lowering and lifting)	C	C	C
Automotive stereo, alarm and upholstery installation	C	M	M
Automobile wash	—	M	M
Barber shop or beauty parlor	P	P	P
Chemical substance abuse facility	C	C	C
Cleaners	P*	P*	P*
Clothing and costume rental establishment	P	P	P
Community care facility	C	C	C
Community center	C	C	C
Construction trailer (temporary use permit)	P*	P*	P*
Convalescent hospital	M	M	C
Copying, packing and mailing services	P	P	P
Day care—Commercial	M	M	M
Day care—Commercial (24-hour)	—	C	C
Depot—Bus	—	P*	P*
Depot—Railway, park-and-ride	—	P	P
Dressmaker or millinery shop	P	P	P

Equipment rental	—[**]/—	—[**]/P[*]	P[*]
Fortune-telling	P	P	P
Hospitals~~, acute, and urgent care~~	~~—~~[**]~~/—~~~~—~~	—[**]/M	M
Hotels	—	C	C
Laundromat, self-service	P	P	P
Locksmith	P	P	P
Machine shop	~~—~~[**]~~/—~~~~—~~	—[**]/C	C
Masseur or masseuse, day spa, acupressure	—	C	C
Self-storage facility	—	C	C
Mortuaries	—	C	C
Library	P	P	P
Museums	P	P	P
Motel	—	C	C
Music and vocal instruction	P	P	P
Nursing home	M	M	C
Parks	P	P	P
Photographer	P	P	P
Pick-up truck rated over one ton (carrying weight), commercial truck or van, or trailer rental	—	C	C
Picture framing store	P	P	P
Post office	M	M	M
Printer, blueprint shop	—	P	P
Private schools	C	C	C
Public utility structures and facilities	M	M	M
Publishing establishments	—	P	P
Repair shop for household appliances	—[**]/P	—[**]/P	P
Schools such as business colleges, music conservatories, dancing schools, and other schools that offer training in nonindustrial professions	P	P	P
Stenographic services	P	P	P
Swimming pool, commercial	P	P	P
Sign shop in enclosed structure	—	P	P
Tailor	P	P	P
Telephone answering service or exchange	P	P	P
Ticket agency, travel bureau	P	P	P
Tire shop	—	C	C
Truck repair service	—	—	—
Truck storage yard	—	—	—

Upholstery shop	—**/—	—**/P	P
Wedding chapel	P	P	P
Amusement Establishments			
Amusement enterprise for children including pony rides (no stables), merry-go-round, and the like when incidental to a permitted use	P	P	P
Amusement park	P**/—	P**/C	C
Arcades—Pinball, video, and the like	P**/—	P**/C	C
Archery range	P**/—	P**/C	C
Baseball; batting range	P**/—	P**/C	C
Bowling alley	P**/C	P**/C	C
Boxing arena	P**/—	P**/C	C
Banquet hall	C**/—	C	C
Golf, driving range, miniature, pitch and putt	P**/—	P**/C	C
Gymnasiums, health spas, or physical culture establishments under 4,000 square feet in floor area	P	P	P
Gymnasiums, health spas, or physical culture establishments over 4,000 square feet in floor area	P**/C	P**/C	C
Nightclub	C**/—	C	C
Pool hall, billiard center	C	C	C
Skating rink, roller or ice	P**/C	P**/C	C
Smoking lounge, hookah lounge, vapor lounge, e-lounge (allowed only as a secondary use to a full-service restaurant)	C	C	C
Theater, indoor	P**/C	P**/C	C
Indoor playground/recreation	P	P	P
Residential uses			
Senior housing	M	M	M
Multiple-family dwellings with an area plan			C
Other Uses			
Animal kennel	—	C	C
Animals, small—Keeping and raising	P*	P*	P*
Antenna, transmitting	C	C	C
Cemetery and related uses	—	M	C
Construction trailer	P*	P*	P*
Home occupation	P*	P*	P*
Homeless shelters	—	—	—

Emergency shelter subject to the activation of an emergency operation center	P	P	P
Metal storage containers (temporary storage only with a temporary use permit)	P*	P*	P*
Museum and art galleries	P** /—	P** /M	M
Parking lots (not related to use on same property)	—	P	P
Parking structures	—	P	P
Research and development	—	P	P

ARTICLE VII. – INDUSTRIAL ZONING DISTRICTS

Sec. 30-532. – Special use regulations.

…

(7) *Warehousing distribution/logistic/~~business park~~ regulations in the M-1 Zone.* The following does not apply to M-2 zoned parcels. M-2 zoned parcels shall be per the Development Code for warehousing.

Intent. The intent of allowing warehousing is to provide for well-planned and orderly development of ~~business parks and~~ warehousing distribution/logistic uses on properties within the M-1 industrial zone.

a. General standards. The development standards and design guidelines, including elevations herein, for warehousing distribution/logistics ~~and business park~~ type uses shall be considered the minimum standards and conform to the Fontana Municipal Code and the following additional requirements.

Remainder of section to remain unchanged

Sec. 30-538. – Screening.

(a) *Adjacent to residential zoning district.* All industrial uses adjoining or abutting a residential zoning district shall be screened by a solid masonry wall not less than ten feet in height. However, in the front yard area abutting the residential lot, the fence or wall may be lower as determined through the site plan review process. Any masonry wall shall be constructed with decorative block (split-face or slump stone, or equal, or finished on both sides with plaster, stucco.

(b) *Rooftop mechanical equipment.* All rooftop mechanical equipment, with the exception of solar panels, shall be screened on all sides by screening not less than the height of the equipment being screened. The screening devices shall be well incorporated into the design of the building through such features as parapet walls, false roofs, or equipment rooms.

(c) *Mechanical equipment, ground.* All mechanical equipment shall be screened to the extent feasible on all sides by a decorative screen wall not less than the height of the equipment being screened in conjunction with landscaping, subject to approval of the Director of Planning. The decorative screen wall shall be located between the street and the mechanical equipment not less than three-foot. The decorative screen wall shall be well incorporated into the design of the building. The other side of the equipment shall be screened with landscaping not less than ten-gallon shrubs or approved landscaping.

(d) *Loading areas screening.*

(1) All loading <u>dock</u> areas shall be screened from ~~off-site viewing~~ <u>view from the public right-of-way</u>. ~~The purpose of loading area screening is to allow for loading areas to be screened from view from the public right-of-way and to utilize screening that is architecturally compatible with the surrounding environment.~~

(2) Where loading <u>dock</u> doors face a public street, any openings in the screen wall shall be positioned such that neither the loading <u>dock</u> doors nor the loading areas are visible from the street.

(3) All loading <u>dock</u> areas and all loading <u>dock</u> doors shall be screened from the view of the public street by decorative screen walls in combination with dense

landscaping, inclusive of trees, shrubs and berming, or by portions of the building such that the loading areas and doors are not visible from the public right-of-way.

(4) A line-of-sight analysis shall be required with all development applications, and shall show that all loading dock areas and roll up doors are screened from view from the public right-of-way.

- A line-of-sight analysis shall at a minimum contain a site plan and cross section graphics demonstrating the line-of-sight from the right-of-way to the loading dock or storage areas at six feet above the right-of-way surface at three distinct points: The centerline of the right-of-way and the property lines on either side of the right-of-way. The graphics shall be to scale, fully dimensional, and contain all building elevations, berms, walls, landscaping, setbacks, fences, and other structures as they are being proposed to be built.

File #: 26-0949
Agenda #: C.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1986 (Second Reading), levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge).

RECOMMENDATION:
Conduct a second reading by title only and adopt, **Ordinance No. 1986**, levying special taxes within the City of Fontana Community Facilities District No. 117 (Southridge).

COUCIL GOALS:

- Practice sound fiscal management by developing long-term funding and debt management plans.

DISCUSSION:
Ordinance No. 1986 was introduced by a vote of 3-0 at the April 14, 2026, Regular City Council Meeting.

FISCAL IMPACT:
This District will provide annual funding for maintenance costs, administration and debt service costs once bonds are issued.

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1986

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA LEVYING A SPECIAL TAX WITHIN CITY OF FONTANA COMMUNITY FACILITIES DISTRICT NO. 117 (SOUTHRIDGE)

WHEREAS, on March 10, 2026, the City Council (the "City Council") of the City of Fontana (the "City"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted a resolution entitled "A Resolution of the City Council of the City of Fontana, California of Intention to Establish a Community Facilities District Proposed to be Named City of Fontana Community Facilities District No. 117 (Southridge) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Fontana Community Facilities District No. 117 (Southridge) (the "Community Facilities District"), to authorize the Community Facilities District to levy a special tax (the "Special Tax") within the Community Facilities District for the purpose of financing certain public facilities (the "Facilities") and services (the "Services");

WHEREAS, on April 14, 2026, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act;

WHEREAS, subsequent to the close of said hearing, the City Council adopted resolutions entitled "A Resolution of the City Council of the City of Fontana, California of Formation of City of Fontana Community Facilities District No. 117 (Southridge), Proposing that the Community Facilities District Be Authorized to Levy a Special Tax and Proposing that an Appropriations Limit of the Community Facilities District Be Established" (the "Resolution of Formation"), "A Resolution of the City Council of the City of Fontana, California Deeming it Necessary for City of Fontana Community Facilities District No. 117 (Southridge) to Incur Bonded Indebtedness" and "A Resolution of the City Council of the City of Fontana, California Calling Special Election for City of Fontana Community Facilities District No. 117 (Southridge)," which resolutions established the Community Facilities District, proposed that the Community Facilities District be authorized to levy the Special Tax within the Community Facilities District, proposed that an appropriations limit of the Community Facilities District be established and called a special election to submit to the qualified electors of the Community Facilities District the combined ballot proposition to authorize the Community Facilities District to incur bonded indebtedness, to authorize the Community Facilities District to levy the Special Tax and to establish the appropriations limit of the Community Facilities District;

WHEREAS, on April 14, 2026, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act; and

WHEREAS, the City Council is the legislative body of the Community Facilities District;

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

Section 1. The City Council hereby authorizes and levies the Special Tax within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the "Rate and Method"). The Special Tax is hereby levied commencing in fiscal year 2026-27 and in each fiscal year thereafter until the last fiscal year in which the Special Tax is authorized to be levied pursuant to the Rate and Method.

Section 2. The City Council may, pursuant to subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the Special Tax in the current tax year or in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the Special Tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method.

Section 3. The Special Tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method.

Section 4. The proceeds of the Special Tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

Section 5. The Special Tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the Community Facilities District shall not be affected.

Section 7. This Ordinance shall take effect and shall be in force 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least once in the *Fontana Herald News*, a newspaper of general circulation, printed and published in the City of Fontana, State of California, together with the names of the City Council members voting for and against the same.

APPROVED AND ADOPTED this 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 14th day of April 2026, and was finally passed and adopted not less than five days thereafter on the 28th day of April, 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 26-0950
Agenda #: D.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1987 (Second Reading), amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks.

RECOMMENDATION:
Conduct a second reading by title only and adopt, **Ordinance No. 1987**, amending Article XIII of Chapter 15 of the Fontana Municipal Code to regulate social hosts who allow illegal fireworks.

COUCIL GOALS:
- Improve public safety by maximizing fire and emergency medical service resources.
- Operate in a businesslike manner by correcting problems immediately.

DISCUSSION:
Ordinance No. 1987 was introduced by a vote of 3-0 at the April 14, 2026, Regular City Council Meeting.

FISCAL IMPACT:
The Ordinance would require some administrative costs related to the processing and data entry of citations and payments collected on behalf of this ordinance as well as education about the ordinance. These costs are not known at this time but likely to be minimal. Citations/fines issued to violators would likely offset these costs to the City related to enforcement of the Ordinance and illegal fireworks activity in general.

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1987

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AMENDING ARTICLE XIII (FIREWORKS) OF CHAPTER 15 OF THE FONTANA MUNICIPAL CODE TO REGULATE SOCIAL HOSTS WHO ALLOW ILLEGAL FIREWORKS

WHEREAS, the discharge of illegal fireworks is a common problem faced by many jurisdictions in California, including the City of Fontana ("City") and surrounding communities; and

WHEREAS, the upcoming holiday season—particularly Independence Day and other celebrations such as New Year's Eve—present an immediate and recurring threat of catastrophic wildfires caused by illegal fireworks, especially given California's extended fire season and climate conditions that create extreme fire dangers; and

WHEREAS, the City of Fontana currently allows "Safe and Sane" fireworks and prohibits illegal fireworks within the city limits; and

WHEREAS, the City's Police Department responds to numerous fireworks complaint calls during holiday periods; and

WHEREAS, the City's existing illegal fireworks prohibition lacks adequate enforcement mechanisms to hold social hosts accountable, resulting in continued illegal fireworks activity that poses an immediate threat to life and property during high-risk fire periods; and

WHEREAS, fireworks can cause serious burns, eye injuries, and other traumatic injuries requiring immediate medical attention, and delayed implementation of this Ordinance would risk continued illegal fireworks activity during upcoming holidays, directly threatening public health; and

WHEREAS, the City wishes to adopt this Illegal Fireworks Social Host Ordinance as an ordinance to help deter illegal fireworks activity and provide enhanced enforcement mechanisms during the upcoming holiday season; and

WHEREAS, the City Council finds that illegal fireworks also pose significant year-round risks to public health, safety, and welfare, including fire hazards, property damage, and disturbances to residents and pets.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA, HEREBY ORDAINS AS FOLLOWS:

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

Section 2. Section 15-601 (Definitions) of Article XIII (Fireworks) of Chapter 15 of the Fontana Municipal Code is hereby amended to add these additional Definitions as follows:

Department means the Police Department or any other department designated by the City Manager to administer this Chapter.

Fireworks means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. The term "fireworks" shall also include both Illegal Fireworks and Safe and Sane Fireworks.

Response Costs means those reasonable and necessary costs directly incurred by the Code Enforcement Officer for a response to a violation of this Chapter, and include the cost of providing law enforcement, firefighting, and/or other emergency services at the scene of the violation, including, without limitation, the following:

(1) Salaries and benefits of the Code Enforcement Officer for the time spent responding to, remaining at, or otherwise dealing with the violation, and the administrative costs attributable to the responses; and

(2) The cost of any medical treatment to, or for, any Code Enforcement Officer injured responding to, remaining at, or leaving the scene of the violation; and

(3) The cost of repairing any equipment used by the Code Enforcement Officer or damage to City property, and the cost of the use of any such equipment, in responding to, remaining at, or leaving the scene of the violation; and

(4) The costs of disposal of any fireworks seized in accordance with this Chapter.

Social Host means:

(1) Any owner of private property as listed on the most recent assessment roll; and/or

(2) Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; and/or

(3) Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

A government entity, including, but not limited to, the City, a school district, and/or a political subdivision of the State of California, is not a social host.

Strictly Liable means non-criminal administrative or civil liability for a violation of this Chapter regardless of the liable person's intent, knowledge, negligence, or lack thereof in committing that violation.

Spectator means any person present during an illegal fireworks discharge for the purpose of viewing, observing, or watching the event. A person is "present" during an illegal fireworks discharge if that person is within 200 feet of the location of the illegal fireworks discharge. Peace officers and their agents, and City employees designated to enforce the provisions of this Code, who are acting in the course of their official duties, are not considered "spectators". Members of the public that witness a violation of this Chapter and either report it to law enforcement, or immediately leave the area, are not considered "spectators".

Section 3. Section 15-624 is hereby added to Article XIII (Fireworks) of Chapter 15 of the Fontana Municipal Code as follows:

Sec. 15-624. Social Host, Minor, and Spectator Liability.

(a) Except as may be permitted by this Code or State law, no social host shall use, possess, sell, display, detonate, nor discharge any illegal fireworks anywhere on the social host's property, nor on any immediately adjacent public or private street or sidewalk.

(b) Except as may be permitted by this Code or State law, no social host shall permit nor allow anyone to use, possess, sell, display, detonate, or discharge any illegal fireworks anywhere on the social host's property, or on any immediately adjacent public or private street or sidewalk.

(c) It is the duty of all social hosts to take all reasonable steps necessary to prevent a violation of this Section.

(d) A social host shall be deemed to have permitted a violation of this Section if the social host has not taken all reasonable steps necessary to prevent a violation of this Section.

(e) Social host shall be strictly liable for any violation of this Section occurring on or near that social host's property.

(f) Any person having the care, custody, or control of a minor who violates this Chapter shall be strictly liable for that minor's violation of this Chapter. The person having the care, custody, or control of a minor who violates this Chapter need not be present when that minor violates this Chapter to be held strictly liable for that violation.

(g) It shall be unlawful for any person to be knowingly present as a Spectator during an unauthorized illegal fireworks discharge in violation of this Chapter.

(h) No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for

violations of this Chapter occurring in the common areas of the property unless that person is a social host or Spectator as defined by this Chapter.

(i) The provisions of this Section shall not apply to:

(1) Activities conducted by pyrotechnic operators licensed by the State Fire Marshal when operating pursuant to that license and with proper City permits, nor to the Spectators present during such activities.

(2) A social host who initiates contact with law enforcement or fire officials to assist in removing any person, or illegal fireworks, from the social host's property or terminating the activity to comply with this Chapter.

(3) The possession, transport, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under Federal or State law.

Section 4. Section 15-625 is hereby added to Article XIII (Fireworks) of Chapter 15 of the Fontana Municipal Code as follows:

Sec. 15-625. Penalties for Violations of Section 15-624 (Illegal Fireworks Social Host).

(a) *Misdemeanor & Public Nuisance*. Any person violating any of the provisions of Section 15-624, or failing to comply with any of the mandatory requirements of Section 15-624, is deemed guilty of a misdemeanor and a public nuisance. Any person convicted of a misdemeanor under the provisions of this Section shall be subject to punishment by a fine, or by imprisonment in the county jail for a period not exceeding six months, or by both fine and imprisonment.

(b) *Administrative Fines*. A violation of Section 15-624 shall be subject to an administrative fine of up to $1,000 per violation, up to a maximum of $10,000 per calendar day. Administrative fines issued pursuant to this Section shall be administered in accordance with Article XI of Chapter 2 of this Code.

(c) *Penalties Cumulative*. The penalties set forth herein are not intended to be exclusive of other penalties and remedies and are intended to be in addition to any other remedies provided in this Code or any other law, statute, ordinance, or regulation, including, without limitation, the California Health and Safety Code and the California Penal Code with regard to the unlawful sale, use, possession, delivery, storage, and/or transportation of illegal fireworks.

(d) *Separate Offenses*. Any person violating the provisions of Section 15-624 shall be deemed guilty of a separate offense for each violation that is committed, continued, or permitted by that person, and shall be punished accordingly. Each and every unlawful firework discharge shall constitute a separate offense.

(e) *Response Costs*. In addition to any fines or penalties which may otherwise be levied by the City pursuant to this Chapter, the City shall be entitled to recover from

any person found to be in violation of any provision of this Chapter, the City's full response costs.

(f) *Seizure*. Any Code Enforcement Officer may seize, take, remove, or cause to be removed, at the expense of the violator, all stocks of illegal fireworks offered or exposed for sale, stored, or held in violation of this Chapter when such violation creates an imminent threat to public health or safety.

Section 5. CEQA. Because of the facts set forth in the Recitals and Section 1, the proposed text amendments of this Ordinance are exempt from further environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) because it can be seen with certainty that there is no possibility that the enactment of this Ordinance would have a significant effect on the environment (Pub. Resources Code, § 21065; CEQA Guidelines, §§ 15378(b)(5), 15061(b)(3)).

Section 6. Interpretation. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

Section 7. Preservation. Repealing of any provision of the Fontana Municipal Code, or of any previous Fontana Municipal Code sections, does not affect any penalty, forfeiture, nor liability incurred before, nor preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

Section 8. Effect of Invalidation. If this entire Ordinance, or its application, is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the Fontana Municipal Code or other City Ordinance by this Ordinance will be rendered void and cause such previous Fontana Municipal Code provision or other City Ordinance to be reinstated to full force and effect for all purposes.

Section 9. Severability. If any part of this Ordinance, or its application, is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

Section 10. Notice. The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the City of Fontana's book of original ordinances, make a note of the passage and adoption in the records of this meeting and within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

Section 11. Effective Date. This Ordinance shall be effective thirty days (30) following its adoption.

APPROVED AND ADOPTED this 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced at a regular meeting of said City Council on the 14th day of April 2026, and was finally passed and adopted not less than five days thereafter on the 28th day of April, 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 26-0915
Agenda #: E.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of a Resolution Amending and Updating the City's Records Retention Schedule

RECOMMENDATION:
Approve **Resolution No. 2026-027**, adopting a revised Records Retention Schedule for the retention and destruction of obsolete records.

COUNCIL GOALS:

- To create a team by working together to provide stability and consistent policy direction.
- Operate in a businesslike manner by correcting problems immediately.

DISCUSSION:
California Government Code section *34090 et seq*., provides that, with the approval of the City Council by resolution and with the written consent of the City Attorney, the head of a City department may destroy any City record after a set amount of time, consistent with State statutory requirements and best practices.

The City of Fontana (" City") retains records pursuant to the city- wide Records Retention Schedule. The purpose of the City-wide Record Retention Schedule is to establish consistent standards for all City records in line with applicable law; and to ensure the disposal of obsolete records in line with that adopted schedule so City is not expending unnecessary resources for a longer retention period than is necessary.

Section 2- 298 of the City of Fontana Municipal Code requires that any amendments to the City's Records Retention Schedule be adopted by resolution of the City Council. The revisions to the Records Retention Schedule reflected in this item are the result of comprehensive internal discussions with City departments to ensure that recordkeeping requirements remain current, practical, and aligned with operational needs. Departments were consulted to identify gaps, clarify existing retention periods, and address evolving administrative practices.

As a result of this collaborative review, updates have been incorporated across most departments to improve consistency, enhance compliance with applicable legal and regulatory standards, and better reflect how records are created, maintained, and utilized in the course of City business. The proposed changes are intended to provide clearer guidance to staff, support efficient records management practices, and reduce the risk associated with either premature destruction or

unnecessary retention of records. The updated schedule reflects a coordinated effort to modernize the City's records management framework while maintaining accountability and transparency.

FISCAL IMPACT:
None

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING A REVISED RECORDS RETENTION SCHEDULE FOR THE RETENTION AND DESTRUCTION OF OBSOLETE RECORDS.

WHEREAS, California Government Code section 34090, *et seq.* provides that, with the approval of the City Council by resolution and the written consent of the City Attorney, the head of a City department may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required, provided that certain records are exempt from such destruction; and

WHEREAS, on July 1, 1988 the City of Fontana ("City") adopted a records program which included a Records Retention Schedule that established City-wide standards for the retention and destruction of City records; and

WHEREAS, Section 2-298 of the City of Fontana Municipal Code requires that any amendments to the City's Records Retention Schedule shall be adopted by resolution; and

WHEREAS, the City's Records Retention Schedule was last updated in 2020; and

WHEREAS, due to changes in state and federal law regarding the retention of public agency records, City staff has determined that the Records Retention Schedule requires further amendments in order for the City to be in legal compliance regarding the retention and destruction of obsolete records; and

WHEREAS, to this end, City staff has prepared a revised City-wide Records Retention Schedule for consideration and adoption by the City Council; and

WHEREAS, the City Attorney has reviewed and approves the revised Records Retention Schedule, as evidenced by his signature on this Resolution, in accordance with the provisions of California Government Code section 34090; and

WHEREAS, the City Attorney and City Council hereby acknowledge that the City Attorney's signature on this Resolution constitutes written consent under California Government Code section 34090 for the destruction of obsolete and unnecessary records and documents in accordance with the City-wide Records Retention Schedule.

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

Section 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals of this Resolution are true and correct and are hereby incorporated in this Resolution.

Section 2. Approval of the Revised Records Retention Schedule. The City Council hereby approves and adopts the revised Records Retention schedule, attached hereto as Exhibit "A" and incorporated herein by this reference. All records of the City shall be maintained in accordance with the revised Records Retention Schedule. The City Council's approval of the revised Records Retention Schedule and adoption of this Resolution shall constitute approval, as required by statute, of the destruction of any and all obsolete City records that have been maintained in accordance with the Records Retention Schedule.

Section 3. Grant of Authority. The City Council hereby grants to the City Manager, or his or her designee, ongoing authority without further approval required by the City Council, and with the written consent of the City Attorney provided herein, to authorize the destruction of any and all obsolete City records that have been maintained in accordance with the Records Retention Schedule approved by the City Council and adopted by this Resolution.

Section 4. Custodian of Records. The Deputy City Clerk is hereby designated the official "Custodian of Records" and shall develop policies and procedures for the implementation of the City-wide records program and Records Retention Schedule. The Custodian of Records is hereby authorized to carry out the City-wide records program and any related policies and procedures under the direction of the City Manager. The Custodian of Records is further authorized to update the Records Retention Schedule from time to time to incorporate changes in local, state and federal laws affecting retention of City records.

Section 5. Rescinding Prior Resolutions. The City Council hereby rescinds any and all previous resolutions or portions thereof to the extent that they conflict with this Resolution and the revised Records Retention Schedule adopted herein.

Section 6. Certification. The City Clerk shall certify to the adoption of this Resolution.

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

APPROVED AND ADOPTED this 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 28th day of April 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”

RECORDS RETENTION SCHEDULE

[ATTACHED]

01-00-00 General Administrative Function

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOS - Life of Board/Vehicle/System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
01-01-00	**Administrative Records Group**								
01-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
01-01-02	Correspondence & Reports - External		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
01-01-03	Correspondence & Reports - Internal		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
01-01-04	Departmental Goals/Objectives		All Depts		MX	S+2		**S+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines recommends retaining for 2 years after superseded.~~
01-01-05	Administrative Policies & Procedures	Includes office procedures specific to a department.	All Depts	V	MX	S	5	**S+5**	GC 34090(d); 2 year minimum requirement. CCP 343; 4 years to commence after the cause of action shall have occurred (ADD)* ~~Administrative Record., State of California Guidelines recommends retaining for 5 years after superseded.~~
01-01-06	Staff Meetings		All Depts		MX	EY	2	**EY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
01-01-07	Calendars/Schedules		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
01-01-08	General Surveys & Studies	Not related to construction or environmental projects	All Depts		MX	AC+2		**AC+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years after completion for general studies and surveys~~
01-02-00	**Reference Materials Group**								
01-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
01-02-02	Chronological Files	May contain duplicate files and documents.	All Depts		MX	ACT		**ACT**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time.
01-02-03	Professional Associations/Organizations		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~

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01-00-00 General Administrative Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
01-02-04	Community Organizations/Foundations		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
01-02-05	County/City Fee Schedules	Schedules for outside services. May contain duplicate documents	All Depts		MX	S		**S**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time.
01-02-06	Suggestions/Complaints	Does not include requests for service or complaints against safety employees/officers	All Depts		MX	AC+2	5	**AC+7**	42 USC 1983; Settlement of complaint plus 7 years.
01-02-07	Mailing Lists		All Depts		MX	S		**S**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time.
01-02-08	Community Information/Events		All Depts	H	MX	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~ Review annually for historical content.
01-02-09	Historical Information/Events		All Depts	H	MX	CY+2	P	**P**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~ Administrative Decision: Retain permanently for historical value.
01-02-10	Public Relations Information/Handouts/Speeches/Biographies		All Depts	H	MX	EY+2, AR	5	**EY+7, AR**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Current year plus 7~~ Administrative Decision: Review before destruction for potential historical content and reclassification to Historical Information/Events as a permanent record.
01-02-11	Technical Reference		All Depts		MX	S		**S**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time.
01-02-12	Dues/Subscriptions		All Depts		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement ~~Administrative Record., State of California Guidelines~~

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01-00-00 General Administrative Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
01-03-00	**Records Management Program Group**								
01-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
01-03-02	Inactive Records and Archives	Includes listings of box contents and organization of the records storage center.	All Depts		MX	P	P	**P**	GC 34090(d); 2 years minimum. Administrative Policy: Permanent for inventory tracking purposes. (ADD)* ~~State of California Guidelines; 2 years after superseded~~
01-03-03	Active Filing System	Includes listings of active files, the file plan, the UFIRST™ Index and filing systems.	All Depts		MX	S+2		**S+2**	GC 34090;(d) 2 years minimum. ~~State of California Guidelines; 2 years after superseded.~~
01-03-04	Certificates of Destruction		CC		EL	P	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 2 years after superseded~~ Administrative Policy: Permanent for destruction tracking purposes.
01-03-05	Vital Records Protection Program	Part of the City business continuation plan	All Depts	V	MX	S+2		**S+2**	GC 34090(d); 2 year minimum requirement.
01-04-00	**Forms/Label/Graphics Management Group**								
01-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
01-04-02	Forms & Graphics Samples		All Depts		MX	ACT		**ACT**	Non-record. ~~Administrative Record., State of California Guidelines~~
01-04-03	Blank Forms		All Depts		MX	S		**S**	Non-record. ~~Administrative Record., State of California Guidelines~~
01-04-04	Form Letters		All Depts		MX	S		**S**	Non-record. ~~Administrative Record., State of California Guidelines~~
01-04-05	Forms & Graphics Master/Originals		All Depts		MX	S		**S**	Non-record. ~~Administrative Record., State of California Guidelines~~
01-04-06	Labels		All Depts		MX	S		**S**	Non-record. ~~Administrative Record., State of California Guidelines~~

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02-00-00 City Management Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-01-00	**City Council Group**	**Includes related bodies such as Successor Agency, Housing Authority, Fire Protection District, Industrial Development Authority, Public Financing Authority, and Fontana Community Foundation**							
02-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-01-02	Agendas/Agenda Packets	Includes letters/memos to council submitted prior to or during meetings regarding agenda items, staff reports, agendas, legal and meeting Notices, affidavits of posting, speaker cards, meeting handouts, the packet and other related documents. Meetings include closed sessions and special meetings/work study sessions.	CC		EL	ACT	CY+10	**CY+10**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~ Administrative Decision: Maintain while active on website for reference purposes.(ADD)*
02-01-03	Minutes		CC	V, H	PA	P	P	**P**	GC 34090e; Minutes of governing bodies, Permanent. GC 36814; Maintain record of proceedings. GC 40801; Maintain record of proceedings. ~~State of California Guidelines; Permanent~~
02-01-04	Agenda Notification/Minute Requests	Requests from outside agencies/companies for copies of agendas, agenda packets and/or minutes.	CC		PA	CY+1		**CY+1**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record., State of California Guidelines~~
02-01-05	Electronic Meeting Recordings	Audio and video recordings of public meetings. Kept by KFON and maintained on the website ~~for the current month plus 6 months~~while active. Includes Successor Agency, Housing Authority, Fire Protection District, Industrial Development Authority, Public Financing Authority, and Fontana Community Foundation recordings.	CC		EL	CM+12		**CM+12**	GC 54953.5; 30 days after recording. Administrative Decision: Maintain electronic meeting recordings ~~for 12 months plus the current month for reference purposes~~ while active on website for reference purposes.(ADD)*
02-01-06	Council Policy	Meeting policies developed by the Council, including policies related to the Brown Act and Roberts Rules of Order.	CC		PA	S+2		**S+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years after superseded for policies and directives rendered by Council not assigned a resolution or ordinance number.~~
02-01-07	Proclamations & Certificates		CC		PA	EY+2		**EY+2**	GC 34090(d); 2 years minimum.
02-01-08	Meeting Adjournment Certificates	Used to commemorate a citizen's passing.	CC	H	PA	EY+2		**EY+2**	GC 34090(d); 2 years minimum. Administrative Decision: Check annually for historical content.

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02-00-00 City Management Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-02-00	**Boards, Commissions & Committees - Membership**								
02-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-02-02	Planning Commission	Commissioner Applications: Commissioner listings, appointments, resignations, Maddy Act postings, rosters and other membership information	CC		EL	LOB	5	**LOB+5**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 5 years after board, commission or committee is dissolved.~~ Administrative Decision: Keep applications for 5 years after the end of the commissioner's term.
02-02-03	Parks & Community Services Commission	Commissioner Applications: Commissioner listings, appointments, resignations, Maddy Act postings, rosters and other membership information	CC		EL	LOB	5	**LOB+5**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 5 years after board, commission or committee is dissolved.~~ Administrative Decision: Keep applications for 5 years after the end of the commissioner's term.
02-02-04	Other Appointed Boards, Commissions, Committees & Subcommittees	Commissioner Applications: Commissioner listings, appointments, resignations, Maddy Act postings, rosters and other membership information	CC		EL	LOB	5	**LOB+5**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 5 years after board, commission or committee is dissolved.~~ Administrative Decision: Keep applications for 5 years after the end of the commissioner's term.

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02-00-00 City Management Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-03-00	**Parks & Community Services Commission Group**								
02-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-03-02	Agendas/Agenda Packets		CC		EL	ACT	CY+10	**CY+10**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~ Administrative Decision: Maintain while active on website for reference purposes.(ADD)*.
02-03-03	Minutes		CC		EL	P	P	**P**	GC 34090e; Minutes of governing bodies, Permanent. ~~State of California Guidelines; Permanent~~
02-03-04	Electronic Meeting Recordings	Recorded separately from City Council meetings.	CC		EL	CM+12		**CM+12**	GC 54953.5; 30 days after recording. Administrative Decision: Maintain electronic meeting recordings for 12 months plus the current month for reference purposes.

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02-00-00 City Management Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-04-00	**Planning Commission Group**								
02-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-04-02	Agendas/Agenda Packets		CC		EL	ACT	CY+10	**CY+10**	GC 34090;(d) 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~ Administrative Decision: Maintain while active on website for reference purposes.(ADD)*.
02-04-03	Minutes		CC		EL	P	P	**P**	GC 34090e; Minutes of governing bodies, Permanent. ~~State of California Guidelines; Permanent.~~
02-04-04	Electronic Meeting Recordings	Recorded separately from City Council meetings.	CC		EL	CM+12		**CM+12**	GC 54953.5; 30 days after recording. Administrative Decision: Maintain electronic meeting recordings for 12 months plus the current month for reference purposes.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-05-00	**Elections Group**								
02-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-05-02	Nomination Papers/Candidates Statements	Folder contains candidate files and the candidate binder. Nomination papers and candidates statements for successful candidates. Documents for unsuccessful nominations are kept 2 Years After Election Closes.	CC		PA	AC+2 AC+2	2	**AC+4** **AC+2**	EC 17100; 4 years after expiration of term, nomination documents and signatures. ~~State of California Guidelines; 2 years after election closes for unsuccessful nominations.~~
02-05-03	Municipal Elections	Proof of publication, copies of documents, records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results, special election results, and campaign reports are kept 5 Years After Election Closes. Originals are kept with the County. Any original canvass information including records used to compile final election results, tally sheets, voting machine tabulation, detailed breakdown of results and special election results, are also kept at the County. The City will maintain copies of these documents for 5 years after the election closes.	CC		PA	AC+2	3	**AC+5**	EC 17000-1; Affidavits and indexes are 5 years. EC 17300; 5 years after election for election rosters. EC 17302-6; 6 months after election, if no contest, for election records. GC 81009; Original (ADD)* Campaign reports, not including candidate's campaign statements GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time. For all election documents where the State's requirement is permanent, but for which the County maintains the original documents.
02-05-04	Initiative/Referendum/Recall Petitions		CC		PA	AC+8M		**AC+8M**	EC 17200; 8 months after election closes for initiative and referendum petitions. EC 17400; 8 months after election/final examination for election recall petitions.
02-05-05	Candidate Binders		CC		~~PA~~ MX	AC+2		**AC+2**	GC 34090.7; Duplicate records may be destroyed within the 2 year minimum period. Administrative Decision: Maintain for 2 years after election closes for relevance to subsequent elections.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
02-05-06	Oaths of Office	For elected officials and appointed mayor and council members.	CC		PA	AT+2	4	**AT+6**	GC 34090; 2 year minimum requirement. 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. ~~State of California Guideline; 6 years after termination~~
02-05-07	Appointment Process	Applications, procedures and interview schedules for Council vacancies to appoint the vacant position. Successful Applicants:	CC		PA	AC+2	2	**AC+4**	EC 17100; Similar to successful nominations; 4 years after expiration of term
		Unsuccessful Applications.				AC+2		**AC+2**	GC 34090; 2 year minimum requirement.
02-06-00	**General City Management Group**								
02-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
02-06-02	City Manager Memorandum		CM		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years for management reports~~
02-06-03	Department Work Plans	Yearly plan for department projects.	All Depts		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years for management reports.~~
02-06-04	State of the City	Yearly report on the state of the City.	CM		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years for management reports~~

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03-01-00	**General Accounting Group**								
03-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-01-02	~~Sungard Pentamation Database~~ Enterprise Resource Planning (ERP) System		FN		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
03-01-03	Journal Entries		FN		EL	P	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 2 years after audit~~ Administrative Decision: Maintain permanently ~~for 5 years after annual audit~~ as supporting information.
03-01-04	Annual Popular Financial Report		FN		EL	AA+1	6	**AA+7**	GC 34090(d); 2 years minimum. Administrative Decision: Maintain for 7 years after annual audit as supporting information. (ADD)* ~~State of California Guidelines; 7 years after audit.~~
03-01-05	Monthly Financial Performance Report		FN		EL	AA+2		**AA+2**	GC 34090(d); 2 years minimum ~~State of California Guidelines; 2 years after audit.~~
03-01-06	Annual Cost Allocation		FN		EL	AA+1	6	**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-01-07	User Fee Schedules		FN		EL	S+2		**S+2**	GC 34090(d); 2 years minimum.
03-01-08	Cell Tower Leasing	Includes copies of the agreement, amendments and recorded memorandums	FN		MX	P	P	**P**	GC 34090(d); 2 year minimum requirement. CCP 337; 4 years for action on a contract. Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)* ~~State of California Guidelines; Current Year plus 3~~
03-02-00	**Audit Group**								
03-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-02-02	Annual Financial Statement ~~(CAFR)~~ (ACFR)		FN		EL	AA+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit.~~ Administrative Decision: Maintain permanently after annual audit as supporting information. (ADD)*
03-02-03	Audit Mailing List		FN		EL	S		**S**	Administrative Reference Record; maintain while current.

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03-02-04	Annual Audit Worksheets		FN		EL	AA+2		**AA+2**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; After audit plus 2 years for review workpapers.~~
03-02-05	Single Audit		FN		EL	AA+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines;~~ Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
03-02-06	Fixed Assets		FN		PA	AA+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
03-02-07	RDA Annual Financial Statements/Compliance Reports	Although the RDA has been dissolved, maintain record series until all records have been destroyed.	FN		EL	AA+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
03-02-08	AQMD Audit		FN		EL	AA+1	6	**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Current year plus 7 years.~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-02-09	Measure I/Article 3 Audits		FN		PA	AA+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
03-03-00	**Banking/Investing Group**								
03-03-01	General information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-03-02	Bank Statements / Fiscal Agent Statements		FN		MX	AA+1	4	**AA+5**	GC 34090(d); 2 years minimum. 26 CFR 31.6001-1(e)(2); 4 years. Administrative Decision: Maintain for 5 years after annual audit as supporting information.(ADD)* ~~State of California Guidelines; 5 years after audit~~
03-03-03	Investments		FN			P	P	**P**	GC34090(d); 2 year minimum requirement. CCP 337; Statutes of limitations, 4 years for action. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*

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03-03-04	Financial Advisors		MS			CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement.
03-04-00	**Bonds Group**								
03-04-01	General information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-04-02	Bond Agreements	Maintained by Management Services	FN		PA	AC+1	9	**AC+10**	GC 34090(d); 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. ~~State of California Guidelines; 10 years after closure/expiration~~
03-04-03	Letters of Credit		FN		PA	AC+1	9	**AC+10**	GC 34090(d); 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. ~~State of California Guidelines; 10 years after closure/expiration~~
03-04-04	Bond Issues - Development		FN		PA	P	P	**P**	GC 34090(d); 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. ~~State of California Guidelines; Permanent for development bond issues~~
03-04-05	Annual Disclosure Reports		FN		EL	AC+1	9	**AC+10**	GC 34090(d); 2 years minimum. GC 43900-43903; Destruction guidelines for bonds. CCP 337.5; Statutes of limitations. FC 30210; Maintain. ~~State of California Guidelines; 10 years after closure/expiration~~
03-04-06	California Debt & Investment Advisory Commission Reports - CDIAC		FN		EL	P	P	**P**	GC34090(d); 2 year minimum requirement. CCP 337; Statutes of limitations, 4 years for action. Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-05-00	**Payroll & Employee Tax Group**								
03-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.

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03-05-02	Deductions & Authorizations		FN		PA	AT+1	3	**AT+4**	GC 34090(d); 2 year minimum requirement. LC 1174; 3 years for payroll records. LC 1197.5(d); 2 years for payroll records. 22 CCR 1085.2(c); 4 years for unemployment contributions. 29 CFR 516.2(a)(10); Maintain. 29 CFR 516.6; 2 years. LC 1174; 2 years after pay period. 29 USC 255(a); 2 to 3 years statute of limitations for minimum and unpaid wages. ~~State of California Guidelines; 4 years after termination~~
03-05-03	Deduction Registers		FN		PA	P	P	**P**	GC 34090(d); 2 year minimum requirement. LC 1174; 3 years for payroll records. LC 1197.5(d); 2 years for payroll records. 22 CCR 1085.2(c); 4 years for unemployment contributions. 29 CFR 516.2(a)(10); Maintain. 29 CFR 516.6; 2 years. LC 1174; 2 years after pay period. 29 USC 255(a); 2 to 3 years statute of limitations for minimum and unpaid wages. ~~State of California Guidelines; 4 years after termination~~
03-05-04	Payroll Files - Active & Terminated	Filed by employee. Includes W-4s, personnel action forms, café plan forms, employee deduction authorizations, direct deposit authorizations, involuntary deductions, copies of social security cards, copy of BSO verifications, corrections to Pentamation database, payroll corrections/modifications and paycheck pickup authorizations	FN		PA	AT+1	9	**AT+10**	29 CFR 1627.3 - 4; 3 years after termination. 29 CFR 1602.30 - 32; 2 - 3 years after termination. 29 CFR 1650.202; 10 years from date of action for tax payments. 29 CFR 516.5 - 6; 3 years after action. 29 USC 1113; 6 years after date of last action. GC 12946; ~~2~~ 4 years after termination or action.

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03-05-05	Payroll Registers & Journals		FN		MX	CY+5	P	**P**	GC 34090(d); 2 years minimum. GC 12946; 4 years after termination(CA Leg indicates 4 years)(ADD)* 29 CFR 516.2-6; 4 years after tax return filing. 29 CFR 1627; 3 years. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently in electronic form. Electronic storage started in 2008/09 fiscal year; earlier paper registers are maintained offsite.
03-05-06	Tax Forms / Records	Includes W-2s, W-2 reports, and federal and state quarterly tax reports	FN		PA	AA+4	2	**AA+6**	GC 34090(d); 2 year minimum requirement. 29 USC 436; 5 years. 26 CFR 31.6001; 4 years after tax return is filed. R&T 19530; 3 years after tax return is filed. R&T 19704; 6 year statute of limitations. 29 CFR 516.2-6; Maintain at least 3 years. ~~State of California Guidelines; 4 years after audit~~
03-05-07	Time Cards, Time Sheets, & Check Registers	Information transferred into Pentamation	FN		PA	AA+4	2	**AA+6**	GC 34090(d); 2 year minimum requirement. 29 CFR 516.2; Maintain. 29 CFR 516.6; 2 years. R&T 19530; 3 years after tax return due. LC 1174; 2 years after pay period. 26 CFR 31.6001-1; 4 years after tax return due. 29 USC 255(a); 2 to 3 years statute of limitations for minimum wages. ~~State of California Guidelines; 6 years after audit~~
03-05-08	Work Papers	Work papers include W-2 backup information, Federal and State Quarterly Report Backup, Child Support and Garnishment support records.	FN		PA	AA+1	5	**AA+6**	GC 34090(d); 2 year minimum requirement. 29 CFR 516.2; Maintain. 29 CFR 516.6; 2 years. R&T 19530; 3 years after tax return due. LC 1174; 2 years after pay period. 26 CFR 31.6001-1; 4 years after tax return due. ~~State of California Guidelines; 6 years after audit.~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-05-09	PERS Reports		FN		MX	AA+4	P	**P**	GC 34090(d); 2 years minimum. GC 12946; 4 years after termination (CA Leg indicates 4 years)(ADD)* 29 CFR 516.5; 3 years 29 USC 1027; 6 years ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently in electronic form. Electronic storage started in 2008/09 fiscal year; earlier paper registers are maintained offsite.
03-05-10	PERS Audit		FN		PA	AA+4	P	**P**	GC 34090(d); 2 years minimum. Administrative Decision: Maintain PERS audits permanently.
03-05-11	Garnishments	Kept separate from the individual Payroll file while active, then filed by person	FN		PA	AFP	AT+10	**AT+10**	GC 34090(d); 2 years minimum. R&T 19704; 6 year statute of limitations. 29 USC 436; 5 years. 26 CFR 31.6001-1; 4 years. 29 CFR 516.5; Maintain at least 3 years. ~~State of California Guidelines; 3 years after termination.~~ Administrative Decision: Garnishments maintained until final payment is made, then filed in the person's payroll file.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-06-00	**Budget Group**								
03-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-06-02	Operating Budget	Includes the budget and quarterly updates	FN		MX	CY+1	P	**P**	GC 34090(d); 2 years minimum. GC 53901; Budgets copy must be filed with the County. ~~State of California Guidelines; Permanent~~ Permanent refers to one final copy of the approved budget. Working copies can be destroyed after use.
03-06-03	Operating Budget Workpapers	Includes staff reports, adjustments and budget work papers.	All Depts		PA	AA+2		**AA+2**	GC 34090;(d) 2 years minimum ~~State of California Guidelines; 2 years after audit~~
03-06-04	Capital Improvement Projects Budget	Includes the budget and quarterly updates	FN		PA	CY+1	P	**P**	GC 34090(d); 2 years minimum. CCP 337.15; 10 years after project completion. ~~State of California Guidelines; Permanent for budgets~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-06-05	CIP Budget Workpapers	Includes staff reports, adjustments and budget work papers.	All Depts		PA	AA+2		**AA+2**	GC 34090(d); 2 years minimum.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-07-00	**Business Licenses & Permits Group**								
03-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-07-02	~~HDL~~ Business License Software System		FN		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
03-07-03	Business License Applications & Supporting Documents	Includes renewal notices, application workpapers, trade licenses / certifications, articles of incorporation, alarm company permits and backup documentation.	FN		PA	ACT+1	3	**ACT+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations. ~~State of California Guidelines; 4 years after termination~~
03-07-04	Firework Permits		FN		PA	AE+2		**AE+2**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for temporary use permits~~
03-07-05	Transient Occupancy Tax Forms	Form for payment of the transient occupancy tax by hotels and motels.	FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit~~
03-07-06	Animal Licenses	To track payment of the animal license. License is closed when the animal no longer resides in the City.	FN		EL	ACT+3		**ACT+3**	GC 34090(d); 2 year minimum requirement. PC 597.1(d); 3 years after animal's impoundment ends.
03-08-00	**Customer Services Group**								
03-08-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-08-02	Sewer Billing	Stored electronically in Pentamation	FN	V	EL	AA+2		**AA+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years after audit.~~
03-08-03	Miscellaneous Billing	Billing for weed abatement, code enforcement, engineering, collections, alarm billing and any other invoicing and any related backup documentation.	FN	V	MX	AA+2		**AA+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years after audit.~~
03-08-04	Cash Receipts	Stored electronically in Pentamation	FN		MX	AA+2	2	**AA+4**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 4 years after audit.~~ Administrative Decision: Maintain for 4 years after annual audit as supporting information.(ADD)*

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03-00-00 ~~Management Services~~ Finance Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-09-00	**Accounts Payable Group**								
03-09-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-09-02	Invoices Paid	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed.	FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 4 years after audit.~~ Administrative Decision: Maintain for 4 years after annual audit as supporting information.(ADD)*
03-09-03	Warrant Listing (Checklist) / Check Registers		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; After audit plus 2 years for warrant registers.~~ Administrative Decision: 4 years after audit for warrant listings and check registers to coincide with retention for Invoices Paid.
03-09-04	1099's Issued		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. 26 CFR 31.6001; 4 years after tax return is filed. R&T 19530; 3 years after tax return is filed. 29 CFR 516.5; Maintain at least 3 years. ~~State of California Guidelines; 4 years after audit.~~
03-09-05	Vendor Information	Updated by vendors	FN		EL	AR		**AR**	Administrative Record; Review annually for activity. Keep while current.
03-10-00	**Revenue Group**								
03-10-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-10-02	Mandated Costs		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.
03-10-03	Police Services		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.
03-10-04	Growth Impact Fees		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.
03-10-05	Parkland Dedication Fees		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.
03-10-06	Rental of Property		FN		PA	AA+1	3	**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations of 4 years.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-11-00	**Tax Revenue**								
03-11-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-11-02	Sales Tax		FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit~~
03-11-03	Transient Occupancy Tax		FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit~~
03-11-04	Franchise Fees		FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit.~~
03-11-05	Property Tax		FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit.~~
03-11-06	Motor Vehicle Tax		FN		PA	AA+1	2	**AA+3**	GC 34090(d); 2 year minimum requirement. CCP 338; Statute of limitations, 3 years for action. ~~State of California Guidelines; 3 years after audit~~
03-12-00	**Grants Group**								
03-12-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-02	Police (COPS)	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal.
03-12-03	Federal Emergency Management Agency	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-04	Community Services	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	45 CFR 75.361; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 45 CFR 75.361(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 45 CFR 75.361(b); For real property or equipment acquired with federal funds, 3 years after final disposition. 45 CFR 75.361(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 45 CFR 75.361(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal.
03-12-05	Fire	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-06	Public Works	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-07	Community Development Block Grants	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-08	Fontana Community Foundation Grants	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-12-09	Miscellaneous Grants	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	FN		PA	AFP+5 *		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken.. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. 29 CFR 97.42(b)(1), (c)(1); Generally, 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively
03-13-00	**Mandated Reports Group**								
03-13-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-13-02	State Controllers Reports - City		FN		EL	CY+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-13-03	State Controllers Reports - RDA/Successor Agency	Although the RDA has been dissolved, maintain record series to satisfy the retention period.	FN		EL	CY+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-13-04	Annual Street Reports		FN		EL	AA+7		**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit for annual financial reports~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-13-05	Housing/Commercial Development Reports		FN		EL	AA+7		**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit for annual financial reports~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-13-06	Statement of Indebtedness		FN		EL	AA+7		**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit for annual financial reports~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-13-07	SBE Returns		FN		EL	CY+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-13-08	State Controllers Reports - Fire District		FN		EL	CY+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-13-09	State Controllers Reports - Public Financing Authority		FN		EL	CY+1	P	**P**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently as supporting information.(ADD)*
03-13-10	Federal/State Tax Returns - Community Foundation		FN		EL	AA+1	4	**AA+5**	GC 34090(d); 2 year minimum requirement. 29 USC 436; 5 years. 26 CFR 31.6001; 4 years after tax return is filed. R&T 19530; 3 years after tax return is filed. 29 CFR 516.5; Maintain at least 3 years. ~~State of California Guidelines; 4 years after audit~~
03-13-11	Miscellaneous Reporting	Includes Strong Motion Tax, Prop 172, Ten-Ninety and other miscellaneous reports	FN		MX	AA+2	5	**AA+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after audit for annual financial reports~~ Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-14-00	**Purchasing Group**								
03-14-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-14-02	RFP/RFQ/RFI		All Depts		EL	AC+5		**AC+5**	GC 34090(d); 2 years minimum. CCP 337; Statute of limitations. ~~State of California Guidelines; 5 years after audit for successful bids.~~ Administrative Decision: 5 years after completion of project associated with the bid.
03-14-03	Bids - Successful		All Depts		EL	AC+5		**AC+5**	GC 34090(d); 2 years minimum. CCP 337; Statute of limitations. ~~State of California Guidelines; 5 years after audit for successful bids.~~ Administrative Decision: 5 years after completion of project associated with the bid.
03-14-04	Bids - Unsuccessful		All Depts		EL	AC+5		**AC+5**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Current year plus 2 for unsuccessful bids~~ Administrative Decision: Maintain unsuccessful bids as long as the successful bids for simplicity in destruction of documents.
03-14-05	Bid Protests		All Depts		EL	AC+5		**AC+5**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; Current year plus 2 for unsuccessful bids~~ Administrative Decision: Maintain bid protests as long as the successful bids for simplicity in destruction of documents.
03-14-06	Purchase Orders		Purchasing		EL	AC+5		**AC+5**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations. ~~State of California Guidelines; 4 years after audit~~ Administrative Decision: Maintain purchase orders for 5 years after closure to coincide with project files and for simplicity in destruction of documents.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-14-07	Field Purchase Orders	Amounts under $2,500	Purchasing		PA	AA+4		**AA+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations. ~~State of California Guidelines; 4 years after audit~~
03-14-08	Purchase Order Amendments		Purchasing		EL	AC+2	3	**AC+5**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of limitations. ~~State of California Guidelines; 4 years after audit~~ Administrative Decision: Maintain purchase orders for 5 years after closure to coincide with project files and for simplicity in destruction of documents.
03-14-09	Contract Change Orders / Amendments		Purchasing		EL	AC+2	5	**AC+7**	CCP 337.2; Statutes of limitations. CCP 343; Statutes of limitations. 48 CFR 4.6; 5 years for procurements exceeding $25,000. 48 CFR 4.703 - 4.705-3; up to 4 years. 48 CFR 4.805; up to 6 years and 3 months. Administrative Decision: Maintain for 7 years after annual audit as supporting information.(ADD)*
03-14-10	Cal Card / Credit Cards	Records of purchases made with City credit card. Includes receipts, purchase orders, etc.	Purchasing		EL	AA+2	2	**AA+4**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 4 years after audit~~ Administrative Decision: Maintain for 4 years after annual audit as supporting information.(ADD)*

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03-00-00 ~~Management Services~~ Finance Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
03-15-00	**Assessment/Community Facilities Districts Group**								
03-15-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
03-15-02	Formation Documents	Includes Community Facilities Districts, Landscape & Lighting Districts and Landscape, Lighting & Maintenance Districts	FN		PA	P	P	**P**	GC 34090(a); Permanent for land and property records. ~~State of California Guidelines; Permanent~~
03-15-03	Annual Levy Resolutions & Attachments	Annual levy resolutions and attachments	FN		EL	P	P	**P**	GC 34090(e); Permanent for resolutions. ~~State of California Guidelines; Permanent~~
03-15-04	Annual Engineer's Report	Annual Engineer's reports for LMD's and LLMD's. Reports are for annual levy, which are attached to annual resolutions.	FN		EL	P	P	**P**	GC 34090(e); Permanent for resolutions. ~~State of California Guidelines; Permanent~~
03-15-05	Delinquency Reports		FN		EL	AA+2	2	**AA+4**	GC 34090(d); 2 year minimum requirement. Administrative Decision: Maintain for 4 years after audit to follow receipt and collections retention.

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04-00-00 Legislative and Legal Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
04-01-00	**Legislative Group**								
04-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-01-02	Ordinances - City Council	Includes the proof of publication	CC	V	EL	P	P	**P**	GC 34090(e); Permanent for decisions of the City. GC 40806; Maintain. ~~State of California Guidelines; Permanent.~~
04-01-03	Resolutions - City Council	Includes the proof of publication	CC	V	EL	P	P	**P**	GC 34090(e); Permanent for decisions of the City. GC 40801; Maintain. ~~State of California Guidelines; Permanent.~~
04-01-04	Resolutions - Planning Commission	Includes the proof of publication	CC	V	EL	P	P	**P**	GC 34090(e); Permanent for decisions of the City. GC 40801; Maintain. ~~State of California Guidelines; Permanent.~~
04-01-05	Resolutions - City Council Related Bodies	Includes the proof of publication. For the Successor Agency, Housing Authority, Public Financing Authority, Fire Protection District, Industrial Development Authority, and Fontana Community Foundation.	CC	V	EL	P	P	**P**	GC 34090(e); Permanent for decisions of the City. GC 40801; Maintain. ~~State of California Guidelines; Permanent.~~
04-01-06	Municipal Code & Supplements	Maintained electronically online by the codifier (Quality Codes). Paper copies maintained for reference. Includes supplements.	CC	V	EL	S	P	**P**	GC 34090(e); Permanent for decisions of the City. ~~State of California Guidelines; Permanent.~~
04-01-07	State & Federal Legislation	Informational reference to state legislation, including lobbying documents, copies of proposed laws, League of California Cities conference, appointed voting delegates and other related documents.	Depts		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement
04-01-08	Oaths - Deputization	Oaths to deputize staff, attorneys	CC		PA	AT+2	4	**AT+6**	GC 34090(d); 2 year minimum requirement. ~~State of California Guideline; 6 years after termination~~ Administrative Decision: Maintain for 6 years after termination as supporting information.(ADD)*
04-01-09	Lobbyists		CC		PA	CY+2	5	**CY+7**	GC 81009(e); 7 years for other reports and statements.

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04-02-00	**Agreements/Contracts/Memorandums of Understanding Group**								
04-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-02-02	General City Contracts & Agreements - City Manager Authorized	For amounts under $25,000. Includes Community Services agreements.	CC		EL	AC+5		**AC+5**	CCP 337.2; Statutes of limitations, leases 4 years. CCP 343; Statutes of limitations, general 4 years. Administrative Decision: Maintain for 5 years after closure/completion to coincide with other general city agreements.
04-02-03	General City Contracts & Agreements - City Council Authorized	For amounts over $25,000.	CC		EL	P	P	**P**	CCP 337.2; Statutes of limitations. CCP 343; Statutes of limitations. 48 CFR 4.601; 5 years for procurements exceeding $25,000. Administrative Decision: Maintain permanently after closure/completion to coincide with other general city agreements.
04-02-04	Capital Improvement Project Agreements	Agreement only. Project files maintained by the coordinating department.	CC		EL	P	P	**P**	Authority- GC 34090a; Real property records, maintain. H&S 19850; Life of Building, with exceptions. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
04-02-05	Development Agreements	Includes development & disposition agreements (DDAs)	CC		EL	AC+2	P	**P**	GC 34090a, Real property records, maintain. CCP337, 337.1(a), 337.15; Statutes of limitations. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. H&S 19850; Life of Building, with exceptions. Administrative Decision: Maintain permanently after annual audit as supporting information.(ADD)*
04-02-06	Lease Agreements		CC		EL	P	P	**P**	CCP 337.2; Statutes of limitations, leases 4 years. CCP 343; Statutes of limitations, general 4 years. 48 CFR 4.601; 5 years for procurements exceeding $25,000. Administrative Decision: Maintain permanently after closure/completion to coincide with other general city agreements.

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04-02-07	Non-CIP Construction Contracts & Agreements		CC		EL	P	P	**P**	CCP 337.15; 10 years ~~State of California Guidelines; 10 years after project completion~~ Administrative Decision: Maintain permanently after closure/completion to coincide with other general city agreements.(ADD)*
04-02-08	Owner Participation Agreements		CC		EL	AC+2	3	**AC+5**	CCP 337.2; Statutes of limitations, leases 4 years. CCP 343; Statutes of limitations, general 4 years. 48 CFR 4.601; 5 years for procurements exceeding $25,000. Administrative Decision: Maintain for 5 years after closure/completion to coincide with other general city agreements.
04-02-09	Settlement Agreements	General settlements Recorded settlements	CC	C	EL	AC+2 P	3	**AC+5** **P**	CCP 343; Statutes of limitations, general 4 years. ~~State of California Guidelines; Permanent for recorded documents.~~ Administrative Decision: Maintain general settlement agreements for 5 years after closure/completion to coincide with other general city agreements.
04-02-10	Subdivision Agreements		CC		EL	AC+4	P	**P**	GC 34090a, Real property records, maintain. CCP337, 337.1(a), 337.15; Statutes of limitations. 48 CFR 4.703; 3 years after final payment. 48 CFR 4.705-1; 4 years after completion for accounting, payroll, purchasing records, et. al. H&S 19850; Life of Building, with exceptions.

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04-03-00	**City Attorney Group**								
04-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-03-02	Legal Opinions		All Depts	C	PA	S		**S**	GC 34090; 2 year minimum requirement. Administrative Decision: Maintain legal opinions until superseded.
04-04-00	**General Legal Group**								
04-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-04-02	Claims Filed Against the City (Tort Claims Act)		CC		EL	AC+2	4	**AC+6**	GC 34090(d); 2 year minimum requirement. 29 USC 1113; 6 years after date of last action, or 3 years after plaintiff had knowledge of breach or violation, whichever comes first. ~~State of California Guideline; 5 years after settlement or closure~~
04-04-03	Litigation/Lawsuits - City as Named Party	General cases	CC		PA	AC+2	5	**AC+7**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 7 years after closure for case records; maintain high profile cases permanently.~~ Administrative Decision: Maintain permanently after closure/completion.(ADD)*
		High profile cases				AC+2	P	**P**	
04-04-04	Legal Notices	Includes adjudication and other general legal notices.	CC		PA	CY+2	2	**CY+4**	GC 34090(d); 2 year minimum requirement. CCP 343; Statutes of limitations, 4 years
04-04-05	Subpoenas - Received		CC		PA	EY+2		**EY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current Year plus 2 years for copies of subpoenas.~~
04-04-06	Public Records Act Requests - Received		CC		EL	AC+2		**AC+2**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 2 years after completion~~
04-04-07	Pitchess Motions (Notice of Motion for Pre-trial Discovery)	Requesting information and appearance from Police Department by an outside agency or organization	CC		PA	AC+2	5	**AC+7**	GC 34090(d); 2 years minimum. ~~State of California Guidelines; 7 years after completion/closure~~ Administrative Decision: Maintain for 7 years after closure/completion.(ADD)*

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04-05-00	**Property Related Documents Group**								
04-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-05-02	Grant Deeds & Easements	Filed by APN number. Includes title insurance policy for the property.	CC	V	EL	P	P	**P**	GC 34090(a); Permanent for land and property related documents. 24 CFR 1710; Permanent.
04-05-03	Annexations	Reports, agreements and public notices	CC		EL	P	P	**P**	GC 34090(a); Permanent for land and property records. ~~State of California Guidelines; Permanent~~
04-05-04	Street Vacations	Temporary or permanent closure of streets	CC		PA	AC+2	P	**P**	GC 34090(a); Permanent for land and property records. ~~State of California Guidelines; Permanent~~
04-06-00	**Agencies/Other Cities Group**								
04-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-06-02	Federal Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~
04-06-03	State Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~
04-06-04	Regional/National Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~
04-06-05	County Agencies	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~
04-06-06	Adjacent Cities	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~
04-06-07	Special Districts	Correspondence & reports not attached to contracts, agreements or specific projects. Review annually for content.	All Depts		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Administrative Record~~

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04-07-00	**Fair Political Practices Commission Group**								
04-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
04-07-02	Blank Forms		CC		PA	ACT		**ACT**	~~State of California Guidelines; Administrative Record~~
04-07-03	Campaign Statements - Elected Officials	Including committees supporting elected officials	CC		EL	P	P	**P**	GC 81009(b); maintain elected indefinitely.
04-07-04	Campaign Statements - Political Action Committees	PAC that do not support a candidate and only support an issue.	CC		EL	AC+2	3	**AC+5**	GC 81009(b); 5 years for unsuccessful.
04-07-05	Campaign Statements - Unsuccessful Candidates	Includes unsuccessful candidates and committees supporting unsuccessful candidates.	CC		PA	AC+2	3	**AC+5**	GC 81009(b); 5 years for unsuccessful candidates.
04-07-06	Statement of Economic Interest (Form 700) - All Filers		CC / FPPC		EL	AC+2	5	**AC+7**	GC 81009(e); 7 year requirement for originals. GC 81009(f); 4 year requirement for copies. Administrative Decision: Maintain all forms for 7 years per GC 81009(e) for consistency.
04-07-07	Ethics Training	Attended by elected officials and designated employees. Records or certificates showing dates of attendance and the entity that provided training. Records must be disclosed under the Public Records Act.	CC		PA	AC+5		**AC+5**	GC 53235(b); 5 years

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05-00-00 Human Resources Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-01-00	**Personnel Data Group**								
05-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-01-02	Individual Personnel Data - Full Time Employees	Includes retirees and terminated employees. Documents include I-9 forms. Retirees are maintained in active files until death or health coverage ends.	HR	C	PA	AT+3	3	**AT+6**	29 CFR 1627.3 - 4; 3 years after termination. 29 CFR 1602.30 - 32; 2 - 3 years after termination. 29 CFR 516.5 - 6; 3 years after action. 29 USC 1113; 6 years after date of last action. GC 12946; ~~2~~ 4 years after termination or action. ~~State of California Guidelines; 3 years after termination for non-safety employees; 5 years after termination for safety employees.~~
05-01-03	Individual Personnel Data - Part Time Employees	Includes City Council and commissioners	HR	C	PA	AT+3	3	**AT+6**	29 CFR 1627.3 - 4; 3 years after termination. 29 CFR 1602.30 - 32; 2 - 3 years after termination. 29 CFR 516.5 - 6; 3 years after action. 29 USC 1113; 6 years after date of last action. GC 12946; ~~2~~ 4 years after termination or action. ~~State of California Guidelines; 3 years after termination for non-safety employees; 5 years after termination for safety employees.~~
05-01-04	Individual Personnel Data - Volunteers	Includes fingerprinting information, applications, acknowledgements, record of hours, and other volunteer position related documents. Waivers are part of the application. Accepted Applications: Denied Application:	HR	C	PA	AT+3 AC+3		**AT+3** **AC+3**	GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1627.3(a); 3 years. ~~State of California Guidelines; 2 years for Public Safety volunteers~~
05-01-05	Personnel Medical File	Includes full time, part time and elected officials. Retiree files are stored in active files until coverage ceases. For employees of less than 1 year, no need to retain medical records if they are returned to the employee upon termination.	HR	C	PA	3	27	**AT+30**	8 CCR 15400.2; Maintain workers compensation claims. 8 CCR 10102; 5 years after injury. 8 CCR 3204(d)(1)(A), (B); 30 years after termination. 29 CFR 1910.1020; 30 years after employee termination. ~~State of California Guidelines; 30 years after termination~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-02-00	**Personnel Management / Salary / Wages Group**								
05-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-02-02	Position Information/Specifications/Job Descriptions	Includes quarterly organizational changes an surveys.	HR	C	MX	P		**P**	GC 34090(d); 2 year minimum requirement. ~~State Recommendation; 2 years after superseded~~ Administrative Decision: Maintain position information, etc. permanently for historical purposes.
05-02-03	Rules, Regulations & Policies	City personnel rules and regulations, and HR department policies.	HR	C	MX	P		**P**	GC 34090(d); 2 year minimum requirement. State Recommendation; 2 years after superseded. Administrative Decision: Maintain rules, regulations & policies permanently for historical purposes.
05-02-04	Reclassifications	Approved reclassifications are maintained in the employee's file. Unapproved reclassifications are maintained with the quarterly organizational changes. May include salary survey information.	HR	C	PA	3 AC+2	7	**AT+10** **AC+2**	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after termination/separation. 29 CFR 516.6(a)(2); 2 years for wage rate tables, etc. 29 CFR 1602.14; 1 year after action/change. ~~State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.~~ Administrative Decision: Maintain approved reclassifications for 10 years after termination/ separation for simplicity in destruction since approved reclassifications are kept in the individual personnel file.
05-02-05	Temporary Agencies	Includes agreements and record of hours	HR	C	PA	AC+4		**AC+4**	CCP 337, 343; Keep agreements and record of hours for statute of limitations of 4 years. Administrative Decision: Maintain 4 years after completion of use of services.
05-02-06	Position Control Documents	Database of position information, including position control number, department, position approved, current position, name of occupant, underfill status, and position approved date. Dynamic document kept up to date as the position changes. Snapshots of the database are created and maintained permanently.	HR		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active. Administrative Decision: Maintain snapshots of the database permanently for historical tracking purposes.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-02-07	Salary Tables		HR		MX	P		**P**	GC 34090; 2 year minimum requirement. GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 516.6(2); 2 years for wage rate tables, etc. 29 CFR 1602.14; 1 year after action/change. ~~State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.~~ Administrative Decision: Maintain pay & classification plan permanently for historical purposes.
05-02-08	EE04 Category	Department of Justice annual report for demographics.	HR	C	PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; Current year plus 2 years for employee statistics reports.~~
05-02-09	DMV Pull Notice Program	Kept separately from the employee file.	HR	C	PA	S+2		**S+2**	VC 1808.1; must pull record at least every 12 months. Administrative Decision: DMV Pull Notice is a supplemental personnel record. Keep until superseded plus 2 years. Bureau of National Affairs recommends 2 years for supplemental personnel records.
05-02-10	Drug / Alcohol Program	DOT program maintained in separate DMV file. Includes records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02, records of alcohol test results indicating an alcohol concentration of 0.02 or greater; records of verified positive drug test results; documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results); SAP reports; and all follow-up tests and schedules for follow-up tests.	HR	C	MX	3	7	**AT+10**	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after completion/position filled. 49 CFR 40.333; 1 to 5 years depending upon document type. All documents must be maintain in a secured area. ~~State of California Guidelines; Maintain for 2 years after completion of the program~~ Administrative Decision: Maintain for 10 years after termination/separation for simplicity in destruction since program documents are kept in the individual personnel file.

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05-00-00 Human Resources Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-02-11	DFEH / EEO Complaints	Hired employees, non-sworn: Hired employees, sworn: Applicants who filed a complaint:	HR		PA	3 3 AC+2	AT+2 AT+5	**AT+2** **AT+5** **AC+2**	GC 34090(d); 2 year minimum requirement. GC 12946; 4 years and Until complaint and appeals are resolved. 29 CFR 1602.14; Until final disposition, approx 18 months. 29 USC 211c; Maintain records per regulations. ~~State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees~~
05-02-12	Training	General City training. Does not include safety personnel.	HR		MX	CY+7		**CY+7**	GC 34090(d); 2 year minimum requirement. 29 CFR 1627.3(b); 1 year for training records. GC 12946; ~~2~~ 4 years after termination, general personnel records retention. ~~State of California Guidelines; 7 years after termination, no specific citation given. 2 years after termination for certificates and designations training.~~ Administrative Decision: Maintain for 7 years after termination/separation.(ADD)*
05-03-00	**Personnel Recruitment Group**								
05-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-03-02	Position Recruitment	Includes job flyers, announcements, advertising, applications, statistical survey sheets, demographic information, oral board data and examinations, advertising/hiring sources and background investigation inquiries.	HR		PA	AC+3		**AC+3**	GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1627.3; 1 year after position filled. ~~State of California Guidelines; 3 years after completion/position filled~~
05-03-03	Application Assessment Chart	Chart of ethnicity and recruitment sources	HR		MX	AC+~~3~~ 4		**AC+ ~~3~~ 4**	GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1627.3; 1 year after position filled. ~~State of California Guidelines; 3 years after completion/position filled~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-04-00	**Benefits Group**								
05-04-01	General Information	May include cost sheets, benefit booklets and benefit fair information.	All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-04-02	Benefit Broker Agreement Workpapers		HR		PA	AE+5		**AE+5**	CCP 343; Statutes of limitations, general 4 years. 48 CFR 4.601; 5 years for procurements exceeding $25,000. ~~State of California Guidelines; 5 years after termination~~ Administrative Decision: Maintain for 5 years after closure/completion to coincide with other general city agreements.
05-04-03	Cafeteria Plan Documents	Plan documents define the cafeteria plan including flex spending and Section 125. Original plan contracts are maintained by Human Resources.	HR		PA	S+2 *		**S+2 ***	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. ~~State of California Guidelines; 2 years after action.~~ Administrative Decision: Maintain all benefit plan contracts permanently for historical purposes. Other superseded plan documents may be destroyed after 2 years.
05-04-04	Deferred Compensation - 457, 401, 529	Includes original contracts, plan review, reports, fund performance and miscellaneous documents.	HR		PA	S+2 *		**S+2 ***	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. ~~State of California Guidelines; 2 years after action~~ Administrative Decision: Maintain all deferred compensation contracts permanently for historical purposes. Other superseded plan documents may be destroyed after 2 years.
05-04-05	Health Benefits - Medical/Dental/Vision/LTD/Life	Includes original contracts, plan review, reports, fund performance and miscellaneous documents.	HR		PA	S+5 *		**S+5 ***	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. ~~State of California Guidelines; 2 years after action~~ Administrative Decision: Maintain all benefit plan contracts permanently for historical purposes. Other superseded plan documents may be destroyed after 5 years for historical tracking.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-04-06	Public Employees Retirement System - CalPERS	Plan documents and circular letters	HR		PA	P		**P**	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. Maintain. ~~State of California Guidelines; Permanent.~~
05-04-07	Other Employee Services	Flexible spending, dependent care	HR		PA	S+2		**S+2**	GC 34090(d); 2 year minimum requirement. GC 12946; ~~2~~ 4 years after submission or creation. 29 CFR 1627.3(b)(2) EEOC/ADEA requires 1 year after benefit plan termination. ~~State of California Guidelines; 2 years after action~~
05-04-08	Employee Discount Information	Includes agreements on discount programs.	HR		PA	AE+5		**AE+5**	CCP 343; Statutes of limitations, general 4 years. 48 CFR 4.601; 5 years for procurements exceeding $25,000. ~~State of California Guidelines; 5 years after termination~~ Administrative Decision: Maintain for 5 years after closure/completion to coincide with other general city agreements.
05-04-09	Benefit Bulletin		HR	H	EL	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years after superseded.~~ Administrative Decision: Current year plus 2 years, review for historical content.
05-05-00	**Worker's Compensation Group**								
05-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-05-02	Annual State of California Report		HR		PA	CY+10	P	**P**	8 CCR 15400; Maintain reports. ~~State of California Guidelines; Permanent~~
05-05-03	Workers Compensation Claim Files		HR	C	PA	AT+2	P	**P**	8 CCR 15400; Maintain reports. 8 CCR 15400.2; 5 years. 8 CCR 10102; 5 years. LC 129(a); 5 years for auditing. ~~State of California Guidelines;~~ Permanent for workers compensation working files (claim files, reports, incidents). Originals filed with third party administrator.

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05-05-04	Third Party Administrator Contract		HR		PA	AE+2	3	**AE+5**	CCP 343; Statutes of limitations, general 4 years. 48 CFR 4.601; 5 years for procurements exceeding $25,000. ~~State of California Guidelines; 5 years after termination~~ Administrative Decision: Maintain for 5 years after closure/completion to coincide with other general city agreements.
05-05-05	OSHA 300 Reports		HR		PA	CY+5		**CY+5**	GC 34090(d); 2 year minimum requirement. 29 CFR 1904.33; 5 years for OSHA reports. 8 CCR 14300.33; 5 years for OSHA 300 reports. 8 CCR 10102;5 years from date of injury. ~~State of California Guideline: 5 years after completed~~
05-05-06	Workers Compensation Loss Reports		HR		EL	CY+5		**CY+5**	8 CCR 15400; Maintain reports. 8 CCR 15400.2; 5 years. 8 CCR 10102; 5 years. LC 129(a); 5 years for auditing. ~~State of California Guidelines; State recommends~~ Permanent retention, but no relevant statues; Risk Management Reports (including Loss Analysis Reports) are 5 years after completion/closure.

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05-06-00	**Liability Group**								
05-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-06-02	General Insurance Policies	Includes facilities, auto and other general insurance policies	HR		PA	AE+2		**AE+2**	GC 34090(d); 2 year minimum requirement.
05-06-03	Certificates of Insurance	Departments should submit all certificates of insurance to the Risk Manager for long term retention. Documents may be scanned and submitted electronically or sent as paper.	All Depts		MX	AE+2		**AE+2**	GC 34090(d); 2 year minimum requirement.
05-06-04	Third Party Contractors		HR		PA	AE+2	3	**AE+5**	CCP 337.2; Statutes of limitations. CCP 343; Statutes of limitations. 48 CFR 4; 5 years for procurements exceeding $25,000. ~~State of California Guidelines; 5 years after termination~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-07-00	**Safety Group**								
05-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-07-02	Safety Training		HR		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year for certifications and designations.~~
05-07-03	Safety Meetings	Includes tailgate meetings.	HR		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement
05-07-04	Policies		HR		PA	P		**P**	GC 34090(d); 2 year minimum requirement ~~Administrative Record, State of California Guidelines recommends retaining for 5 years after superseded.~~ Administrative Decision: Maintain permanently for historical reference.
05-07-05	Newsletter		HR		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement.
05-07-06	Safety Fair / Wellness		HR		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement.
05-08-00	**Labor Relations Group**								
05-08-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-08-02	Employee Bargaining / Labor Relations	Salary surveys, job description surveys, classification surveys, benefit surveys, negotiations, etc. completed within the labor relations process.	HR		PA	P		**P**	GC 34090(d); 2 year minimum requirement GC 12946; 2 years after completion/position filled 29 CFR 516.6(2); 2 4 years for wage rate tables, etc. 29 CFR 1602.14; 1 year after action/change ~~State of California Guidelines; Retain records for the current year they are drafted, plus two additional years.~~ Administrative Decision: Maintain general and salary surveys relating to labor relations negotiations permanently to support the negotiation.
05-08-03	Memorandums of Understanding / Employee Bargaining		HR		PA	P		**P**	29 USC 211c; Maintain, indefinite. 29 CFR 516.5(b); 3 years. ~~State of California Guidelines; Recommend Permanent retention without relevant statutes or regulations cited.~~
05-08-04	Employee/Employer Resolution		HR		PA	P		**P**	GC 34090(e); Permanent for decisions of the City. ~~State of California Guidelines; Permanent~~
05-08-05	Workforce Reduction Plan and Documents		HR		PA	AC+4		**AC+4**	CCP 434; 4 years.

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05-08-06	Grievance/Disciplinary Actions	Non-Police employees	HR		PA	3	AT+10	**AT+10**	GC 12946; 4 years and Until resolved. 29 CFR 1602.14; 1 year after action/change. ~~State of California Guidelines; 2 years after termination for general employees, 5 years after termination for safety employees~~ Administrative Decision: Maintain for 10 years after termination/separation to coincide with destruction of the individual personnel file.
05-09-00	**Rideshare Group**								
05-09-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
05-09-02	Monthly Monitoring forms	Day by day monitoring of rideshare	HR		PA	CY+3		**CY+3**	GC 34090(d); 2 year minimum requirement. Rule 2202 Guidelines; Maintain for 3 compliance years. ~~State of California Guidelines; Maintain for 2 years after completion of the program.~~
05-09-03	Monthly Incentive forms	Request form for individual quarter incentive (gift cards)	HR		PA	CY+3		**CY+3**	GC 34090(d); 2 year minimum requirement. Rule 2202 Guidelines; Maintain for 3 compliance years. ~~State of California Guidelines; Maintain for 2 years after completion of the program~~
05-09-04	Rule 2202 AQMD Annual Report	Annual report with guidelines of program	HR		PA	AC+3		**AC+3**	GC 34090(d); 2 year minimum requirement Rule 2202 Guidelines; Maintain for 3 compliance years
05-09-05	Marketing Brochures	Posters, flyers and memos regarding events	HR		MX	S+3		**S+3**	GC 34090(d); 2 year minimum requirement Rule 2202 Guidelines; Maintain for 3 compliance years ~~State of California Guidelines; Maintain for 2 years after completion of the program~~
05-09-06	Demographic Log	Annual report of current participants residence	HR		PA	CY+3		**CY+3**	GC 34090(d); 2 year minimum requirement Rule 2202 Guidelines; Maintain for 3 compliance years ~~State of California Guidelines; Maintain for 2 years after completion of the program~~
05-09-07	Registration Log	Names and addresses of participant and rideshare partners.	HR		PA	CY+3		**CY+3**	GC 34090(d); 2 year minimum requirement GC 12946; ~~2~~ 4 years after completion Rule 2202 Guidelines; Maintain for 3 compliance years ~~State of California Guidelines; Maintain for 2 years after completion of the program~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
05-09-08	Plan document		HR		PA	S+3		**S+3**	GC 34090(d); 2 year minimum requirement Rule 2202 Guidelines; Maintain for 3 compliance years ~~State of California Guidelines; Maintain for 2 years after completion of the program~~
05-09-09	Annual Update		HR		PA	S+3		**S+3**	GC 34090(d); 2 year minimum requirement Rule 2202 Guidelines; Maintain for 3 compliance years ~~State of California Guidelines; Maintain for 2 years after completion of the program~~

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06-00-00 Planning & Community Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-01-00	**General Planning & Community Development Group**								
06-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-01-02	~~Tidemark~~ Software-as-a Service (SaaS) Database (Accela)		Plng		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
06-01-03	CRW Database - *Confirming w/ Planning on this item. CR*		Plng		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
06-01-04	Studies & Surveys	General studies and surveys, not project related.	Plng		MX	CY+2, AR		**CY+2, AR**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year for general studies and reports.~~ Administrative Decision; Current year plus 2 years, review annually for relevance to projects.
06-02-00	**Planning Applications & Projects Group**								
06-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-02-02	Planning Projects - Master Number	Includes projects with a unique master number is assigned to most new planning/entitlement applications. This number is in addition to the specific entitlement application.	Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. GC 4003, 4004; Maintain costs, records and plans. H&S 19850; Building plans - Life of Building, with exceptions. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-02-03	Planning Projects - General	Includes projects with a unique identification number given to projects that do not fit any of the entitlement application description.	Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. GC 4003, 4004; Maintain costs, records and plans. H&S 19850; Building plans - Life of Building, with exceptions. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-04	Planning Projects - County	Includes projects with a unique identification number given to projects outside City boundaries.	Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. GC 4003, 4004; Maintain costs, records and plans. H&S 19850; Building plans - Life of Building, with exceptions. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-05	Appeals	Includes projects with a unique number given to an application that allows someone the ability to appeal the approval body's decision.	Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. GC 4003, 4004; Maintain costs, records and plans. H&S 19850; Building plans - Life of Building, with exceptions ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-02-06	Administrative Site Plans		Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. GC 4003, 4004; Maintain costs, records and plans. H&S 19850; Building plans - Life of Building, with exceptions. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-07	Annexations		Plng		PA	AC+10	P	**P**	GC 34090a; Real property records, maintain Permanently ~~State of California Guidelines; Permanent~~
06-02-08	Density Bonus		Plng		MX	CY+5	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions. CC 1351; definitions, community property. Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-09	Design Review Projects		Plng		MX	CY+5	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-10	Design Review Sign Applications	Approved	Plng		MX	CY+5		**CY+5**	GC 34090; 2 year minimum requirement. Administrative Decision: Maintained in paper format for the Current Year plus 5 years.
		Denied				CY+2		**CY+2**	GC 34090; 2 year minimum requirement.
06-02-11	Development Agreement Applications		Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.

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06-00-00 Planning & Community Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-02-12	Development Code Amendments	Approved	City Clerk & Plng		PA	AP+2	P	**P**	GC 34090(e); maintain Permanently. ~~State of California Guidelines; Permanent.~~
		Denied Compiled into the Municipal Code by the City Clerk after approval.				CY+2		**CY+2**	GC 34090; 2 year minimum requirement.
06-02-13	Environmental Reviews (CEQA or NEPA)	Records may include initial studies, environmental checklists, negative declarations, mitigated negative declarations, mitigated monitoring programs, EIRs, Environmental Assessments and EISs.	Plng		MX	CY+5	P	**P**	~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-14	General Applications	Approved	Plng		MX	CY+5	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions.
		Denied Includes miscellaneous applications not listed within this group.				CY+2		**CY+2**	GC 34090; 2 year minimum requirement. Administrative Decision: Maintained approved applications in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency. Historical value.
06-02-15	Historic Preservation Applications	Approved	Plng	H	MX	CY+5	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions.
		Denied				CY+2		**CY+2**	GC 34090; 2 year minimum requirement Administrative Decision: Maintained approved applications in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency. Historical value.
06-02-16	Irrevocable Agreement to Annex Applications		Plng		PA	AC+5	P	**P**	GC 34090a, Real property records, maintain.
06-02-17	Lot Line Adjustments		Plng		MX	CY+5	P	**P**	GC 34090a, Real property records, maintain. Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-02-18	Specific Plans		Plng		MX	AP+5	P	**P**	GC 34090a; Real property records, maintain Permanently. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-19	Tentative Parcel Maps		Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-20	Tentative Tract Maps		Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-21	Variances		Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-22	Water Quality Plans	Plans for stormwater flow treatment prior to leaving a specific property. Part of the state-wide clean water program.	Plng		MX	CY+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-02-23	Zone Changes		Plng		MX	AP+5	P	**P**	GC 34090a; Real property records, maintain Permanently. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency.
06-02-24	Zoning Letters	Letters to the public about their specific zones.				CY+2		**CY+2**	GC 34090; 2 year minimum requirement.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-03-00	**Permits Group**								
06-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-03-02	Adult Oriented Business		Plng		MX	AE+2		**AE+2**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for Temporary Use Permits~~
06-03-03	Building Relocation Permits		Plng		MX	CY+2		**CY+2**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2~~ years for Temporary Use Permits
06-03-04	Conditional Use Permits & Alcoholic Beverage Licenses		Plng		MX	CY+5	P	**P**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for forms and documents related to federal and state agency permits~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency since permit lasts for the life of the property unless revoked.
06-03-05	Home Occupation Permits		Plng		MX	AP+5	P	**P**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for Use Permits.~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency since permit lasts for the life of the property unless revoked.
06-03-06	Minor Use Permits	Commercial and industrial	Plng		MX	CY+5	P	**P**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for forms and documents related to federal and state agency permits~~ Administrative Decision: Maintained in paper format for the Current Year plus 5 years, then scanned to Laserfiche for permanency since permit lasts for the life of the property unless revoked.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
06-03-07	Temporary Use Permits & Oversize Load Permits	Includes temporary sign and banner permits	Plng		MX	AE+2		**AE+2**	GC 34090; 2 years minimum. ~~State of California Guidelines; Current year plus 2 years for Temporary Use Permits~~
06-04-00	**General Plan Group**								
06-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-04-02	General Plan & Elements		Plng	V	PA	AP+10	P	**P**	GC 34090a; Real property records, maintain. ~~State of California Guidelines; Permanent~~
06-04-03	General Plan Amendments	Approved	Plng	V	PA	AC+5		**P**	GC 34090a; Real property records, maintain. ~~State of California Guidelines; Permanent~~
		Denied				CY+5		**P**	
06-05-00	**Building & Safety Group**								
06-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-05-02	Building Permits	Filed by address	B&S		EL	ACT	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions. CC 1351; definitions, community property. ~~State of California Guidelines; Permanent~~
06-05-03	Plans - Residential	Residential blueprints submitted with applications	B&S		EL	AC	P	**P**	GC 34090; 2 years minimum. H&S 19850; Building plans - Life of Building, with exceptions. ~~State of California Guidelines; 2 years after completion for blueprints and specifications submitted with applications, yet states Permanent for plans associated with permits.~~ Administrative Decision: Permanent for general and internal reference. Scanned after project completion.

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06-05-04	Plans - Commercial	Includes Site Plan, Floor Plan, Structural Plans, Structural Calculations, Soils Reports, Title 24 Energy Report, Land Surveys, Floodplain Documents, and Tenant improvement plans within existing buildings.	B&S		EL	AC	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions. CCP 337.15; 10 years for construction defects. ~~State of California Guidelines; Permanent.~~ Administrative Decision: Permanent for general and internal reference. Scanned after project completion.
06-06-00	**Development Services Group**								
06-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-06-02	Right-of-Way Projects	Filed by project or parcel number. Includes background documents for grant deeds, deeds, easements, lot line adjustments, permanent utility easements, permanent maintenance easements, eminent domain and other recorded documents maintained by the City Clerk. Also includes copies of the recorded documents.	Dev Svcs		PA	P	P	**P**	GC 34090a; Real property records, maintain. ~~State of California Guidelines; Permanent~~
06-06-03	Appraisals		Dev Svcs	C	PA	AC+2		**AC+2**	GC 34090; 2 year minimum requirement. GC 6254(h); PRA, confidential record designation until acquisition complete. ~~State of California Guidelines; 2 years after completion~~ Administrative Decision: Maintain appraisals for 2 years after completion of the related project.
06-06-04	Title Reports		Dev Svcs		PA	AC+2		**AC+2**	GC 34090; 2 year minimum requirement. GC 6254(h); PRA, confidential record designation until acquisition complete. Administrative Decision: Maintain title reports for 2 years after completion of the right of way.
06-06-05	Litigation Guarantees	Type of insurance policy relating to Right of Way.	Dev Svcs		PA	AC+2		**AC+2**	GC 34090; 2 years minimum.

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06-06-06	Legal/Public Hearing Notices	Includes notices for condemnation	Dev Svcs		PA	AC+2	2	**AC+4**	GC 34090; 2 year minimum. CCP 343, 349; Statutes of limitations, 4 years. Administrative Decision: Maintain legal and public hearing notices for 4 years after completion of the project to account for potential litigation.
06-06-07	City Manager Authorization Memos / Letters	Approval letters for authorization of compensation or negotiation exchange between the property owner and the City.	Dev Svcs		PA	AC+2	2	**AC+4**	GC 34090(d); 2 year minimum. CCP 343; Statutes of limitations, 4 years. Administrative Decision: Maintain authorization letters for 4 years after completion of the project to account for potential litigation.
06-06-08	Sales of Surplus City Owned Property		Dev Svcs		PA	AC+2	2	**AC+4**	GC 34090(d); 2 years minimum. CCP 337; Statute of limitations, 4 years. ~~State of California Guidelines; 4 years after audit~~ Administrative Decision: Maintain sales of surplus property for 4 years after sale to meet statute of limitations.
06-06-09	Street Vacations		Dev Svcs		PA	AC+2	P	**P**	GC 34090(d); 2 year minimum requirement. GC 34090(a); Real property records, maintain. ~~State of California Guidelines; Permanent~~
06-07-00	**Development Advisory Board Group**								
06-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
06-07-02	Agendas		Plng		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum.

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07-00-00 Engineering Function

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07-01-00	**General Engineering Group**								
07-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-01-02	GIS/Mapping	Includes truck routes, all master plans, circulation maps, FEMA maps. Hosted on GIS web server.	Eng		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
07-01-03	Surveys & Studies - General	General Studies and Reports Drainage Studies and Water Quality Management Plans (WQMPs)	Eng		PA	CY+2, AR		**CY+2, AR** **P**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the~~ current year for general studies and reports. Administrative Decision; Current year plus 2 years, review annually for relevance to projects.
07-01-04	Master Plans		Eng		EL	S+2	P	**P**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years after master plan is superseded.~~ Administrative Decision: Maintain permanently for reference purposes.
07-01-05	FEMA/Flood Mapping	Includes elevation, CLOMA, LOMA, LOMR, and other flood related documents.	Eng		PA	S	P	**P**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; Permanent for flood maps.~~
07-02-00	**Public Improvement Projects Group**								
07-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-02-02	1 Safety	Emergency information form	Eng		PA	AC+2	8	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-03	2 Service Contracts	Geotechnical reports, surveying/field notes, design consultant and reproduction services.	Eng		PA	AC+2	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-04	3 General Correspondence	To and from CalTRANS, property owners, utility companies, county and/or SANBAG	Eng		PA	AC+2	8	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
07-02-05	4 Public Relations	Public notices, emergency response, press releases, complaints and other public correspondence	Eng		PA	AC+2	8	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 2 years~~ Administrative Decision: Maintain for 10 years after project completion to support the construction project files.
07-02-06	5 Pre Bid Activities	Bid advertisements, bidders lists, pre bid addendum, bid summary reports, bid tabulations, project cost estimates and engineers estimates	Eng		PA	AC+2	8	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-07	6 Start of Project Information	Project requirements and information, list of submittals, CEQA, NOI and other environmental documents	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements.~~
07-02-08	7 Contractor	Council agenda items and action reports, contract documents, bid specs, pre-construction meetings, correspondence to/from contractor, 20-day preliminary and stop notices, notices to proceed, notices of completion, bond inquires and as built drawings	Eng		PA	AC+4	6	**AC+10**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after completion for capital improvement projects.~~
07-02-09	8 Photograph Records		Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-10	9 Utility Work Performed	Notifications, responses and utility agreements	Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-11	10 License Agreements/Permits	City construction permits, business licenses, CalTRANS encroachment permits, SBC Trans/Flood Control permits, NPDES permits, railroad license agreements and other agreements	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-12	11 Agreements	Right of way, right of entry, and temporary construction easements (TCE)	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-13	12 Funding Applications		Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-14	13 Labor Compliance and EEO	Employee interviews, EEO and contractor's certified payroll	Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
07-02-15	14 Progress Schedule/Payment	Schedules, payments, weekly status reports and other payments	Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-16	15 Weekly Statement of Working Days		Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion for capital improvement projects~~
07-02-17	16 Material Submittal/Assurance Tests	Material submittals, certificates of compliance, independent assurance tests and special inspection reports	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-18	17 City Furnished Materials	Includes any materials that the City provides to contractors to complete an installation as part of a project, such as traffic signal poles, traffic signal controllers, etc.	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-19	18 Inspector's Daily Reports	Inspector's daily reports	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-20	19 Contract Change Orders	Change orders and extra work reports	Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~
07-02-21	20 Protests/Potential Claims/Claims		Eng		PA	AC+4	P	**P**	GC 4003, 4004, Maintain. CCP 337.15; 10 years. ~~State of California Guidelines; Permanent for capital improvements~~

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07-03-00	**Project Studies & Analysis Group**								
07-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-03-02	Completed Projects	May include special studies, feasibility studies, constraints studies, general studies and/or analyses.	Eng		PA	AC+4	6	**AC+10**	CCP 337.15; 10 years. ~~State of California Guidelines; 10 years after project completion~~
07-03-03	In Progress / Abandoned Projects	May include special studies, feasibility studies, constraints studies, general studies and/or analyses.	Eng		PA	CY+3	6	**CY+3**	GC 34090; 2 year minimum requirement Administrative Decision: Maintain transitory/abandoned projects for the Current Year plus 3 years to account for project
07-04-00	**Land Development Group**								
07-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-04-02	Design Review		Eng		EL	AC	P	**P**	H&S 19850; Building plans - Life of Building, with exceptions CC 1351; definitions, community property ~~State of California Guidelines; Permanent~~ Administrative Decision: Documents scanned after project completion. Some supporting documents maintained in a skeleton file for reference purposes.
07-04-03	Plan Check & Inspections		Eng		EL	AC	P	**P**	H&S 19850; Life of Building, with exceptions CC 1351; definitions, community property Administrative Decision: Documents scanned after project completion. Some supporting documents maintained in a skeleton file for reference purposes.

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07-00-00 Engineering Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
07-04-04	Infrastructure	Includes plans, reviews, tract maps, lot line adjustments and other related documents.	Eng		EL	AC	P	**P**	GC 34090a; Real property records, maintain Permanently H&S 19850; Building plans - Life of Building, with exceptions CC 1351; definitions, community property ~~State of California Guidelines; Permanent~~ Administrative Decision: Documents scanned after project completion. Some supporting documents maintained in a skeleton file for reference purposes.
07-05-00	**Subdivisions Group**								
07-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-05-02	Tract Map Files		Eng		EL	AP	P	**P**	GC 34090a; Permanent for land related documents. ~~State of California Guidelines; Permanent for maps and plans.~~ Administrative Decision: Maps are scanned after approved and recorded, then maintained electronically for reference.
07-05-03	Parcel Map Files		Eng		EL	AP	P	**P**	GC 34090a; Permanent for land related documents. ~~State of California Guidelines; Permanent for maps and plans.~~ Administrative Decision: Maps are scanned after approved and recorded, then maintained electronically for reference.

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07-06-00	**Traffic & Traffic Maintenance Group**								
07-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-06-02	Traffic Studies	Stored in Traffic Engineering. Received from Planning and from developers - Entitlement Projects. Independent Traffic Studies	Eng		PA	ACT+2		**ACT+2** **ACT+5**	GC 34090; 2 year minimum requirement<br~~State of California Guidelines; Completion of survey plus 2 years~~
07-06-03	Traffic Counts	Stored in Traffic Engineering. Received from consultants.	Eng		EL	AC+2	3	**AC+5**	GC 34090; 2 year minimum requirement.<br~~State of California Guidelines; Completion of survey plus 2 years~~ Administrative Decision: Maintain for 5 years after completion for trending purposes.
07-06-04	Citizen Requests	Stored in an Access database to respond to citizens. Received as paper form and via the City website	Eng		PA	CY+2	8	**CY+10**	GC 34090; 2 year minimum requirement.<br~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~ Administrative Decision: Maintain for the Current Year plus 10 years for potential litigation support.
07-06-05	Speed Zones		Eng		PA	ACT+7		~~**ACT+7**~~ **ACT+28**	GC 34090; 2 year minimum requirement.<br~~State of California Guidelines; 2 years after superseded~~ Administrative Decision: Maintain for 7 years after superseded for historical tracking.
07-06-06	Signal Maintenance Logs	Preventative maintenance cycle	Eng		PA	CY+2		~~**CY+2**~~ **CY+4**	GC 34090; 2 year minimum requirement<br~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~
07-06-07	Equipment Inventory	Includes controllers, LED systems and equipment.	Eng		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement<br~~State of California Guidelines; Current Year plus 2 years for equipment inventories~~

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07-07-00	**Transportation Group**								
07-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
07-07-02	Grants	Grant Executive Team (GET) researches grants and information for grant applications. Includes Safe Route to School grant.	Eng		PA	AFP+1 *	4 *	**AFP+5 ***	21 CFR 1403.36(i)(11); 3 years after last payment. 21 CFR 1403.42(b) & (c); 3 years after last expenditure report. 24 CFR 570.502(b)(3); Deeds/CDBG activities, 4 years after closure of loan. 24 CFR 85.42; Grants & co-operative agreements, 3 years after submission of last expenditure report. OMB Cir. A-110, (C)(53); 3 years after submission of final expenditure report or final disposition. 29 CFR 97.42; 3 years. ~~State of California Guidelines; 5 years after grant closure. * State recommends referring to grant application close-out procedures, if any.~~
07-07-03	San Bernardino Associated Governments		Eng		PA	CY+2, AR		**CY+2, AR**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Administrative Record~~

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08-00-00 Public Works Function

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08-01-00	**General Engineering & Public Works Group**								
08-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-01-02	LUCITY Maintenance Tracking System	Handles service requests and work orders	PW		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
08-01-03	Work Orders & Requests	Requests by the public for repairs	PW		PA	CY+4		**CY+4**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year for service requests for maintenance.~~ Administrative Decision: Maintain work orders for the Current Year plus 4 years for claims and liability support.
08-01-04	Surveys & Studies - General		PW		PA	CY+2, AR		**CY+2, AR**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year for general studies and reports.~~ Administrative Decision; Current year plus 2 years, review annually for relevance to projects.
08-02-00	**Environmental Services Group**								
08-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-02-02	Household Hazardous Waste Program		PW		MX	ACT	2	~~**ACT+2**~~ **ACT+3**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years after program materials are superseded~~. Administrative Decision: Maintain program records for 2 years after program is closed/ended.
08-02-03	Sewer Pre-treatment	Includes inspections of commercial facilities, inspection reports, notices of violation and permitting related to NPDES Permit.	PW		MX	AC+2		~~**AC+2**~~ **AC+3**	40 CFR 61.54; 2 years for sludge sampling. ~~State of California Guidelines; Current year plus 2 years for treatment plant operations~~

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08-02-04	Solid Waste & Recycling Program	Includes notices of violation and complaints	PW		MX	AC+2		~~AC+2~~ **AC+5**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years after correction or case closure~~
08-02-05	Poultry Inspections	For fly abatement	PW		MX	AC+2		**AC+2**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years after correction or case closure~~
08-02-06	Stormwater Program		PW		MX	AC+2	P	~~P~~ **AC+3**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines: Current year plus 2 years, with caveat recommendation of permanent for environmentally sensitive documents.~~
08-02-07	Water Reclamation Program		PW		MX	CY+2	3	**CY+5**	40 CFR 122.41; 5 years after completion for sewage sludge use & disposal, 3 years after completion for other discharge records, including calibration records. ~~State of California Guidelines; Current year plus 5 years for reclamation.~~
08-02-08	Permits		PW			CY+2	P	**P**	GC 34090; 2 year minimum requirement. 22 CCR s 66270.50; 10 years for hazardous waste permits. ~~State of California Guidelines; Suggests Permanent for permits, based on environmentally sensitive information.~~
08-03-00	**Utilities Group**								
08-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-03-02	Sewer Operations & Maintenance Projects	Includes inspection, repairs, reports, complaints and general sewer repair and maintenance projects.	PW		MX	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; Current Year plus 2 years for maintenance projects~~. Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.
08-03-03	Discharge Monitoring		PW		PA	CY+2	3	**CY+5**	40 CFR 122.41; 5 years 40 CFR 503.17; 5 years

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08-03-04	Lift and Pumping Stations		PW		MX	P	P	**P**	GC 34090; 2 year minimum requirement retention ~~State of California Recommendations; Permanent for location records, such as mains, valves, hydrants and wells~~

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08-04-00	**Streets & Sidewalk Maintenance Group**								
08-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-04-02	Street & Sidewalk Operations & Maintenance Projects	Includes inspection, repairs, cleaning, reports, complaints and striping.	PW		MX	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.
08-04-03	Signage		PW		MX	LOS	4	**LOS+4**	GC 34090; 2 year minimum requirement. CCP 337; 3 year statute of limitations. ~~State of California Guidelines; Life of system plus 2 years~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.
08-04-04	Pavement Management System	Includes the pavement management report for repairs to pavement.	PW		MX	AC+2	2	**AC+4**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.

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08-05-00	**Facilities Maintenance Group**								
08-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-05-02	Building Operations & Maintenance Projects	Includes inspection, repairs, reports, complaints and general building repair and maintenance projects.	PW		MX	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.
08-05-03	Contract Services	Includes janitorial and general building maintenance contracting workpapers	PW		MX	AC+2	3	**AC+5**	CCP 337; Statutes of limitations of 4 years CCP 343; Statutes of limitations of 4 years Administrative Decision: Follow retention life of 5 years for the associated contract for the maintenance services to meet statutes of limitations.
08-06-00	**Parks & Land Management Group**								
08-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-06-02	Parks Operations & Maintenance Projects	Includes inspection, repairs, reports, complaints and general parks and land repair and maintenance projects.	PW		MX	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; Current Year plus 2 years for maintenance projects.~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.

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08-06-03	Graffiti Abatement		PW		MX	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; Current year plus 2 years for graffiti abatement on municipal buildings.~~ Administrative Decision: Maintain operations and maintenance projects for the Current Year plus 4 years for claims and liability support.
08-07-00	**Fleet Services Group**								
08-07-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
08-07-02	Vehicle / Equipment Records	History of equipment and vehicle repairs and maintenance	PW		EL	LOV	4	**LOV+4**	GC 34090; 2 year minimum requirement. CCP 343; 4 years for action. ~~State of California Guidelines state life of the vehicle plus 2 years for fuel, maintenance and repair records of vehicles. State does not reference any citations.~~
08-07-03	Daily Vehicle Log Books	Pre-inspection logs of mileage and time vehicle is driven.	PW		PA	CY+2		**CY+4**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year.~~ Administrative Decision: Maintain logs for the current year plus 4 years for historical tracking.
08-07-04	Bureau of Automotive Repair (BAR) Inspections	Inspection of smog books/results and master maintenance lists by State agency.	PW		PA	AC+2	5	**AC+7**	GC 34090; 2 year minimum requirement. Administrative Decision: Maintain for 7 years after completion for reference.
08-07-05	Biennial Inspection of Terminals (BIT) Records	Inspection of vehicles by the DOT.	PW		PA	CY+4		**CY+4**	GC 34090; 2 year minimum requirement VC 3450.12; maintain inspection reports for at least 2 years. 25 month inspection period. Administrative Decision: Maintain inspection records for the current year plus 4 years for historical tracking.
08-07-06	BIT Audits	DOT audit of BIT records.	PW		PA	AA+4		**AA+4**	GC 34090(d); 2 year minimum requirement VC 34501.12; maintain inspection reports for at least 2 years. 25 month inspection period. Administrative Decision: Maintain audit records for the current year plus 4 years for historical tracking.

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08-07-07	CARB Permits	California Air Resources Board	PW		PA	AE+4		**AE+4**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 2 years plus the current year; may depend upon the agency.~~ Administrative Decision: Maintain permit records for 4 years after expiration for historical tracking.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-01-00	**General Police Administration Group**								
09-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
09-01-02	CAD Database	CAD call card management software system	PDA	C	EL	ACT		**ACT**	Database is maintained while active.
09-01-03	Policy Manuals	Including, but not limited to, Lexipol policies; Special Orders	PDA		MX	CY	3	**CY+3**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~ Changes made to any Lexipol policies over the preceding year will be catalogued in line with the 3 year retention set forth herein.
09-01-04	LiveScan Fingerprinting	Public external requests; Registrants, and any other non-City employment	PDA	C	MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~ Maintain fingerprint information for city employment in employee's personnel file.
09-01-05	Concealed Weapons Permit Applications	Approved/Denied/Retired Peace Officer Permit Applications	PDA		PA	P	P	**P**	GC § 34090(d); 2 year minimum requirement; PC 26225~~; State of California Guidelines. State Recommendation, 2 years after the license expires.~~ Administrative Decision: Maintain for requirements of PC 26225.(ADD)*.
09-01-06	Citizens Correspondence regarding Department business	Correspondence received by Citizens	PDA		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~ Citizen correspondence investigated and placed in officer's personnel file is retained in accordance with either 09-02-02 (Individual Personnel Files) or 09-02-06 (citizen generated complaints resulting in an IA Investigation) of this Policy.
09-01-07	Emergency Operations Planning (EOP)	EOP-specific to the Police Department	PDA		MX	S+2		**S+2**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~
09-01-08	Grievances	Supporting documentation for the Police Department not otherwise covered by Section 05-08-06	PDA		MX	AC+2		**AC+2 4**	~~State requires 2 years after action is taken.~~ 29 CFR §§ 1602.31 & 1627.3 (b)(ii) GC §§ 12946, 12960,34090; 4 year minimum 29 USC § 1113, LC § 1174

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09-01-09	ALPR – Automated License Plate Reader	Data downloaded and retained by Department	PDA		EL	CM+2		**CM+2**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~ If evidence, follow Evidence/Property retention.
09-01-10	DOJ Crime Statistics	Monthly scanned reports	PDA		MX	P	P	**P**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~ Administrative Decision: Maintain for reference.(ADD)*.
09-01-11	Permits/Licenses	Including, but not limited to, permits for yard sales, RVs, massage establishments, tow truck drivers, carnival workers, pawn brokers, bicycle licensees, etc., issued by the Police Department	PDA		MX	ACT+2		**ACT+2**	GC 34090(d); 2 year minimum requirement.~~; State of California Guidelines.~~
09-01-12	Work Schedule Database	Work scheduling management software system	PDA		EL	CY+2		**CY+2**	EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules.
09-01-13	Confidential Informant Files	Legal notifications, identification information, payment information, activities	PDA	C	MX	AT+10		**AT+10**	GC 34090(d); 2 year minimum requirement;~~ State of California Guidelines.~~ Administrative Decision: Maintain for 10 years after closure.(ADD)*.
09-01-14	Business license background files	Live Scan and criminal history checks	PDA	C	MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement;~~ State of California Guidelines.~~
09-01-15	Department deposit slips	Receipts	PDA		MX	CY+2		**CY+2**	GC § 34090(d); 2 year minimum requirement; Copies for audits maintained by Management Services (3-10-03)
09-01-16	Animal Services Clinics	Spay/neuter, vaccination clinic receipts	PDA		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~
09-01-17	Asset Seizure Annual Reports	Expenditures/Revenues	PDA		MX	CY+10		**CY+10**	GC 34090(d); 2 year minimum requirement;~~ State of California Guidelines.~~ Administrative Decision: Maintain for 10 years after closure.(ADD)*.
09-01-18	Task Force Reimbursement Billing	Back-up documentation	PDA		MX	CY+10		**CY+10**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~ Administrative Decision: Maintain for 10 years after closure.(ADD)*.
09-01-19	Contracted Services Records	Traffic, special event, crowd control, police presence, and other contracted services, etc.; billing and back-up documentation	PDA		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~

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09-00-00 Police Administration Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-01-20	Public Records Act requests	Received and managed by the police department (as opposed to requests managed by City Clerk)	PDA		MX	AC+2		**AC+2**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~
09-01-21	U-Visa/T-Visa Applications	Application and back-up documentation	PDA		MX	CY+25		**CY+25**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~ Administrative Decision: Maintain for 25 years for reference.(ADD)*.
09-01-22	Traffic Impound and Towing reports	Includes, but is not limited to, any administrative hearing and supporting documentation; Franchise Tow/Franchise Tow Inspection Reports	PDA		MX	AC+2		**AC+2**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~
09-01-23	Agreements	Original contracts and agreements and back-up materials, including leases, license agreements, service/maintenance contracts, etc.	PDA		MX	AC + 4		**AC + 4**	CCP 337 CCP 337.2 CCP 343
		Original contracts/agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property; may include records of retention releases, retention withheld, change orders, etc.				AC+10		**AC+10**	CCP 337.15
09-01-24	Destruction of items memoranda	Includes destruction logs for Internal Affairs, Public Records Act Requests, etc. based on purging in line with this Retention Schedule	PDA		MX	P	P	**P**	GC 34090(d); 2 year minimum requirement; ~~State of California Guidelines.~~ Administrative Decision: Maintain permanently to support records inventory.(ADD)*
09-01-25	Alarm Business Permit documents	Applications, suspension, revocation materials	PDA		MX	AC+2		**AC+2**	GC § 34090(d); 2 year minimum requirement; ~~State of California Guidelines. 2 years after correction/completion~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-02-00	**Safety Personnel and Non-Sworn PD Personnel Group**								
09-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
09-02-02	Individual Personnel Files	For all PD employees	PDA	C*; with limited exceptions	MX	AT+6		**AT+6**	29 CFR 1627.3 - 4; 3 years after termination. 29 CFR 1602.30 - 32; 2 - 3 years after termination. 29 CFR 516.5 - 6; 3 years after action. 29 USC 1113; 6 years after date of last action. GC 12946; ~~2~~ 4 years after termination or action. ~~State of California Guidelines; 3 years after termination for non-safety employees; 5 years after termination for safety employees.~~ *Certain information disclosable under PC § 832.7 in response to Public Records Act request.
09-02-03	Medical Records	All employees & applicants	PDA	C	MX	AT+6	AT+6	**AT+6**	~~State of California Guidelines; 30 years after termination.~~ HR maintains all City personnel files for 30 years. Department keeps record of limited Medical Records for all PD employees and applicants for 6 years after termination, and permanently for task force employees.
		Narcotics officers (including chemical exposure reports)				P	P	**P**	
09-02-04	Background File, includes but is not limited to, Release of Information forms for PD Personnel [to and from PD to outside entities, and Record Check letter], Medical and Psychological Suitability Letters and fingerprinting information	Hired	PDA	C	MX	AT+6		**AT+6**	GC 34090(d); GC 12946; ~~2~~ 4 year minimum requirement; PC 832.5; ; 29 CFR 1627.3; 3 year required for employees; EEOC/FLSA/ADEA (Age) require 3 years.
		Not Hired				AC+25		**AC+25**	
09-02-05	Release of Liability Waivers	Non-employees/Volunteers (Ride a-longs, helicopter flights and other police-involved activities)	PDA		MX	CY+2		**CY+2**	GC § 34090(d); 2 year minimum requirement~~; State of California Guidelines.~~ CCP § 335.1; 2 years for action on injuries caused by neglect

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-02-06	Internal Affairs Investigations	Includes citizen generated complaints resulting in internal investigations, department-initiated discriminatory harassment and hostile work environment internal investigations	PDA	C*; with limited exceptions	PA	AC+5		**AC+5* (see notes)**	PC 832.5(b) Statutory minimum of 5 years; EVC 1045; GC §12946; minimum 4 years; PC 801.5; minimum 4 years; PC 803(c) require retention until final disposition of formal complaint. *Certain Internal Affairs investigation material disclosable under PC § 832.7 in response to Public Records Act request. For records existing as of January 1, 2022, no sustained findings destruction eligibility is January 1, 2027; for sustained findings destruction eligibility is January 1, 2037; All other records use the following: no sustained findings destruction eligibility is 5 years following the determination, sustained findings destruction eligibility is 15 years following the determination. (ADD)*
~~09-02-07~~	~~Internal Affairs-Investigations-Department initiated~~	~~Include both Sustained and Not Sustained Formal Inquiries, Administrative Reviews and complaints.~~ ~~Also includes Administrative Reviews of Officer Involved Shootings.~~	~~PDA~~	~~C*; with limited exceptions~~	~~PA~~	~~AC+2~~		**AC+2**	~~EVC §1045; GC §12946; PC §§ 801.5, 803(c) require retention until final disposition of formal complaint; state requires 2 years after action is taken~~ ~~*Certain Internal Affairs investigation material disclosable under PC § 832.7 in response to Public Records Act request.~~
09-03-00	**Police Employee Training Group**								
09-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
09-03-02	Certificates & Designations	All training when a certificate is provided	PDA		MX	AT+6		**AT+6**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; 2 years plus the current year for certifications and designations.~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-03-03	POST Training	Internal POST training sign-in sheets, roster, course outline, and instructor roster	PDA		MX	AT+6		**AT+6**	GC 34090(d); 2 year minimum requirement; 29 CFR 1627.3(b); 1 year for training records; GC 12946; ~~2~~ 4 years after termination; 29 CFR 516.6 et. seq. 2 years after termination for certificates and designations training.
09-03-04	Non-POST Training Classes	All non-certified POST training such as formal departmental training including, but not limited to, rosters, course outline, and training memos.	PDA		MX	AT+6		**AT+6**	GC 34090(d); 2 year minimum requirement; 29 CFR 1627.3(b); 1 year for training records; GC 12946; ~~2~~ 4 years after termination; 29 CFR 516.6 et. seq. 2 years after termination for certificates and designations training.
09-03-05	Range Qualifications	In-house qualifications	PDA		MX	AT+2		**AT+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines.~~
09-03-06	Department Employee Training Manuals, related materials	Includes, but not limited to, Field Training Officer Manual, and trainee logs for Sworn personnel and Training Officer Manuals and trainee logs for non-sworn personnel	PDA		MX	AT+6		**AT+6**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines.~~ Administrative Decision: Maintain for reference.(ADD)*.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-04-00	**Volunteers Group**								
09-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
09-04-02	Volunteer/Chaplain Personnel Files	Accepted applications: Includes but is not limited to background checks, emergency, and contact information.	PDA		MX	AT+6		**AT+6**	GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1602.13; Maintain EEOC demographic information.
		Denied Applications:				AC+3		**AC+3**	29 CFR 1627.3; 1 year after position filled. ~~State of California Guidelines; 2 years after termination~~
09-04-03	Explorer Program Personnel Files	Accepted applications: Includes but is not limited to background checks, emergency applications, and contact information	PDA			AT+3		**AT+3**	GC 12946; ~~2~~ 4 years after completion/position filled. 29 CFR 1602.14; 1 year after position filled. 29 CFR 1602.13; Maintain EEOC demographic information.
		Denied Applications:				AC+25		**AC+25**	29 CFR 1627.3; 1 year after position filled. ~~State of California Guidelines; 2 years after termination~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
09-05-00	**Code Enforcement Group**								
09-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
09-05-02	Code Enforcement Case Files – Regular (includes, but is not limited to, weed abatement, and vehicle related citations)	Includes inspections, citations, correspondence, notices of liens mailed to property owners, photographs, notes, e-mails, complaints and violation resolution.	Code			AC+1	1	**AC+2**	GC § 34090(d); 2 year minimum requirement;~~; State of California Guidelines.~~ 2 years after correction/completion, and following exhaustion of any administrative remedies.
09-05-03	Prosecution Cases - Civil	Long term and repeat offenders	Records			AC+1	1	**AC+2**	GC § 34090(d); 2 year minimum requirement.~~; State of California Guidelines. 2 years after correction/completion.~~ Administrative Decision: Department retains working copies, City Prosecutor responsible for original court conformed copies.(ADD)*
09-05-04	Prosecution Cases - Criminal	Long term and repeat offenders	Records			AC+1	1	**AC+2**	GC § 34090(d); 2 year minimum requirement; ~~State of California Guidelines. 2 years after correction/completion.~~ Administrative Decision: Department retains working copies, City Prosecutor responsible for original court conformed copies.

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10-00-00 Community Services Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
10-01-00	**General Community Services Group**								
10-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
10-01-02	Volunteer Information	Includes emergency contact information, liability waivers, volunteer applications and other volunteer documents. Accepted applications: Denied Applications:	Comm Svcs	C	PA	 AT+2 AC+2		 **AT+2** **AC+2**	GC 12946; ~~2~~ 4 years after completion/position filled 29 CFR 1602.14; 1 year after position filled 29 CFR 1602.13; Maintain EEOC demographic information 29 CFR 1627.3; 1 year after position filled ~~State of California Guidelines; 2 years after completion/position filled~~
10-01-03	Monthly Attendance Reports		Comm Svcs		PA	CY+2		**CY+2**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; 2 years after completion~~
10-01-04	Membership Badges	Identification badges for when person is playing or on the field.	Comm Svcs		PA	ACT+2		**ACT+2**	GC 34090; 2 year minimum requirement
10-01-05	City Annual Report	Compiled by Community Services and Economic Development, approved by City Manager and then printed by Economic Development.	Comm Svcs / Econ Dev		PA	CY+2		**CY+2**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; 2 years for management reports~~
10-01-06	Mayor's Youth Advisory Board	Commissioner listings, appointments, resignations, Maddy Act postings, rosters and other membership information	Comm Svcs		PA	LOB	5	**LOB+5**	GC 34090; 2 year minimum requirement ~~State of California Guidelines; 5 years after board is dissolved.~~
10-01-06	Scholarships		Comm Svcs		PA	CY+2		**CY+2**	GC 34090; 2 year minimum requirement
10-01-07	Incident Reports		Comm Svcs		PA	CY+5		**CY+5**	GC 34090; 2 year minimum requirement 29 CFR 1904.33; For OSHA 301 Incident Report forms, 5 years after the year the records cover
10-02-00	**Programs & Registration Group**								
10-02-01	General Information & Administration		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
10-02-02	~~Safari Tracks~~ Recreation Management Software Database	Includes information on reservations, registration, monies received and donations for programs.	Comm Svcs	C	EL	ACT		**ACT**	Transitory Record; Databases are maintained while active
10-02-03	Marketing	One copy of each brochure is maintained as the official record for the program.	Comm Svcs		EL	S+2		**S+2**	GC 34090; 2 years minimum ~~State of California Guidelines; 2 years after superseded or closed.~~

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10-02-04	Program Schedules		Comm Svcs		EL	CY+2		**CY+2**	GC 34090; 2 years minimum ~~State of California Guidelines; Current year plus 2 years~~
10-02-05	Reservations		Comm Svcs		PA	CY+2		**CY+2**	GC 34090; 2 years minimum ~~State of California Guidelines; Current year plus 2 years~~
10-02-06	Participant Registration	Includes registration, waivers, emergency contacts and may include birth certificates.	Comm Svcs	C	PA	CY+2		**CY+2**	GC 34090; 2 year minimum requirement CCP 335.1; 2 years for action on injuries caused by neglect. ~~State of California Guidelines; 2 years plus the current year.~~
10-02-07	Transfer/Credit Forms		Comm Svcs		PA	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement CCP 337; Statute of Limitations is 4 years ~~State of California Guidelines; 4 years after audit~~
10-02-08	Correct Transaction Requests (Voids)		Comm Svcs		PA	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement CCP 337; Statute of Limitations is 4 years ~~State of California Guidelines; 4 years after audit~~
10-02-09	Requests for Refund		Comm Svcs		PA	CY+2	2	**CY+4**	GC 34090; 2 year minimum requirement CCP 337; Statute of Limitations is 4 years ~~State of California Guidelines; 4 years after audit~~
10-03-00	**Facilities Group**								
10-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
10-03-02	Reservations & Use Schedules		Comm Svcs		PA	CY+2		**CY+2**	GC 34090; 2 years minimum ~~State of California Guidelines; Current year plus 2 years~~
10-03-03	Facility Use Permits		Comm Svcs		PA	CY+2		**CY+2**	GC 34090(d); 2 years minimum ~~State of California Guidelines; Current year plus 2 years for~~ facility use permits and insurance binders
10-03-04	Insurance Policies	Insurance provided by the renter / customer.	Comm Svcs		PA	CY+2		**CY+2**	GC 34090(d); 2 years minimum ~~State of California Guidelines; Current year plus 2 years for~~ facility use permits and insurance binders

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-01-00	**Former Redevelopment Agency Group**								
11-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-01-02	Agency Formation	Includes by-laws, duties, etc.	CC		PA	P	P	**P**	GC 34090e; Minutes of governing bodies, Permanent. GC 40801; Maintain record of proceedings. ~~State of California Guidelines; Permanent~~
11-01-03	Five Year Implementation Plan		CC		EL	P	P	**P**	GC 34090; 2 year minimum retention. ~~State of California Guidelines; 2 years after superseded for strategic planning and master plans.~~ Administrative Decision: Maintain permanently for historical purposes.
11-01-07	Project Area & Special Committees	Tied to the project area.	CC		EL	P	P	**P**	GC 34090; 2 year minimum retention. GC 40801; Maintain. ~~State of California Guidelines; 5 years after board, commission or committee is dissolved.~~ Administrative Decision: Maintain permanently since the PAC is tied in to the formation or amendment of the project area.
11-01-08	Wildlife Preservation & Conservation	Includes information on the Delhi Sands Flower Loving Fly, the Multi-species Habitat Conservation Plan and the San Bernardino Kanagroo Rat. Federal government regulated documents.	CC		MX	P	P	**P**	GC 34090; 2 year minimum retention. ~~State of California Guidelines; 2 years after completion for environmental conservation and issues~~ Administrative Decision: Maintain permanently since documents are environmentally sensitive.
11-01-09	Workshops	Workshops to inform the public about ongoing redevelopment issues.	CC		EL	CY+2	5	**CY+7**	GC 34090; 2 year minimum retention. ~~State of California Guidelines; Current year plus 7 years for external public relations and outside promotional marketing; no citation given.~~ Administrative Decision: Maintain for 7 years after current year for reference purposes.(ADD)*

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-91-00	**Downtown Redevelopment Project Area Group**								
11-91-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-91-02	Project Area Formation		CC		MX	AC+2	P	**P**	GC 34090a; ~~Real property records, maintain State of California Guidelines;~~ Permanent
11-91-03	Project Plan Amendments		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-91-04	Property Acquisition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-91-05	Property Disposition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-91-06	Property Owner Participation, Relocation & Property Mgmt		CC		MX	AC+2	3	**AC+5**	GC 34090; 2 year minimum retention CCP 343; Statutes of limitations of 4 years ~~State of California Guidelines; 2 years after completion for relocation files, 5 years after closure for agreements.~~ Administrative Decision: Maintain for 5 years after completion for reference purposes.(ADD)*
11-91-07	Project Area Improvements		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-91-08	Specific Projects	Includes wildlife studies, environmental studies, city-related buildings and projects, CIP projects and other specific projects to improve the project area.	CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent; 2 years after completion for environmental conservation and issues, but with the caveat of permanent for environmentally sensitive document~~s.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-92-00	**Jurupa Hills Redevelopment Project Area Group**								
11-92-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-92-02	Project Area Formation		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-92-03	Project Plan Amendments		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-92-04	Property Acquisition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-92-05	Property Disposition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-92-06	Property Owner Participation, Relocation & Property Mgmt		CC		MX	AC+2	3	**AC+5**	GC 34090; 2 year minimum retention CCP 343; Statutes of limitations of 4 years ~~State of California Guidelines; 2 years after completion for relocation files, 5 years after closure for agreements.~~ Administrative Decision: Maintain for 5 years after completion for reference purposes.(ADD)*
11-92-07	Project Area Improvements		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent~~
11-92-08	Specific Projects	Includes wildlife studies, environmental studies, city-related buildings and projects, CIP projects and other specific projects to improve the project area.	CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent; 2 years after completion for environmental conservation and issues, but with the caveat of permanent for environmentally sensitive documents.~~

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOS - Life of Board/Vehicle/System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-93-00	**Southwest Industrial Park Redevelopment Project Area Group**								
11-93-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-93-02	Project Area Formation		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-93-03	Project Plan Amendments		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-93-04	Property Acquisition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-93-05	Property Disposition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-93-06	Property Owner Participation, Relocation & Property Mgmt		CC		MX	AC+2	3	**AC+5**	GC 34090; 2 year minimum retention CCP 343; Statutes of limitations of 4 years ~~State of California Guidelines; 2 years after completion for relocation files, 5 years after closure for agreements.~~ Administrative Decision: Maintain for 5 years after completion for reference purposes.(ADD)*
11-93-07	Project Area Improvements		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent~~
11-93-08	Specific Projects	Includes wildlife studies, environmental studies, city-related buildings and projects, CIP projects and other specific projects to improve the project area.	CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent; 2 years after completion for environmental conservation and issues, but with the caveat of permanent for environmentally sensitive documents.~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-94-00	**North Fontana Redevelopment Project Area Group**								
11-94-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-94-02	Project Area Formation		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-94-03	Project Plan Amendments		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-94-04	Property Acquisition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-94-05	Property Disposition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-94-06	Property Owner Participation, Relocation & Property Mgmt		CC		MX	AC+2	3	**AC+5**	GC 34090; 2 year minimum retention CCP 343; Statutes of limitations of 4 years ~~State of California Guidelines; 2 years after completion for relocation files, 5 years after closure for agreements.~~ Administrative Decision: Maintain for 5 years after completion for reference purposes.(ADD)*
11-94-07	Project Area Improvements		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent~~
11-94-08	Specific Projects	Includes wildlife studies, environmental studies, city-related buildings and projects, CIP projects and other specific projects to improve the project area.	CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent; 2 years after completion for environmental conservation and issues, but with the caveat of permanent for environmentally sensitive documents.~~

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-95-00	**Sierra Corridor Commercial Redevelopment Project Area Group**								
11-95-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-95-02	Project Area Formation		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~State of California Guidelines; Permanent~~
11-95-03	Project Plan Amendments		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain ~~*Add administrative decision to support retention.~~
11-95-04	Property Acquisition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-95-05	Property Disposition		CC		MX	AC+2	8	**AC+10**	GC 34090; 2 year minimum retention ~~State of California Guidelines; Completion or expiration + 10 years~~ Administrative Decision: Maintain for 10 years after completion for reference purposes.(ADD)*
11-95-06	Property Owner Participation, Relocation & Property Mgmt		CC		MX	AC+2	3	**AC+5**	GC 34090; 2 year minimum retention CCP 343; Statutes of limitations of 4 years ~~State of California Guidelines; 2 years after completion for relocation files, 5 years after closure for agreements.~~ Administrative Decision: Maintain for 5 years after completion for reference purposes.(ADD)*
11-95-07	Project Area Improvements		CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent~~
11-95-08	Specific Projects	Includes wildlife studies, environmental studies, city-related buildings and projects, CIP projects and other specific projects to improve the project area.	CC		MX	AC+2	P	**P**	GC 34090a; Real property records, maintain GC 4003, 4004; Maintain H&S 19850; Building Plans - Life of Building, with exceptions CCP 337.15; 10 years ~~State of California Guidelines; Permanent; 2 years after completion for environmental conservation and issues, but with the caveat of permanent for environmentally sensitive documents.~~

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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11-00-00 Successor Agency/Oversight Board (Former Redevelopment Agency) Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
11-99-00	**San Bernardino County Redevelopment Projects Group**								
11-99-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
11-99-02	San Sevaine Redevelopment Project Area		CC		PA	CY+2, AR		**CY+2, AR**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time.

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12-00-00 Information Technologies Function

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOS - Life of Board/Vehicle/System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
12-01-00	**General Information Technologies Group**								
12-01-01	General Information	Includes general informational letters, memos and communications unrelated to specific records series listed in this group.	All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
12-01-02	IT Service Management System (ITSM)	Database for management of maintenance and operations for network, software and hardware systems.	IT		EL	ACT		**ACT**	Transitory Record; Databases are maintained while active.
12-01-03	Application Documentation & Manuals	Manuals and procedures for maintaining and operating software applications. Provided by the software developer or vendor, and occasionally modified/enhanced by IT.	IT		MX	ACT		**ACT**	GC 34090.7; Duplicate copies may be destroyed at any time if the City Council has prescribed a procedure for destruction of duplicates per GC 34090.7. Non-records may be destroyed at any time. Administrative Record; Reference materials.
12-01-04	Technical Network Diagrams & Configuration Parameters	Dynamic documents related to network configuration.	IT	C	EL	ACT		**ACT**	GC 34090(d); 2 year minimum requirement. CCP 343; SOL of 4 years. ~~State of California Guidelines; Current year plus 4 years for network configuration and diagrams~~ Administrative Decision: Maintain all technical network diagrams and configuration documents while they are active, due to the transitory nature of the materials.
12-01-05	General IT Projects	Projects and tasks not related to software or hardware acquisition.	IT		EL	AC+2		**AC+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 2 years for maintenance and operations~~
12-01-06	Hardware/Software Acquisition Projects	Projects generated from service requests/incidents that turn into technology assets.	IT		EL	AT+2		**AT+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 2 years for maintenance and operations~~
12-01-07	License, Service, Maintenance & Support Agreements	Includes renewal notifications supporting original agreements.	IT		MX	AT	5	**AT+5**	CCP 337.2; Statutes of limitations of 4 years. CCP 343; Statutes of limitations of 4 years. 48 CFR 4.601; 5 years after completion for procurements exceeding $25,000. Administrative Decision: Maintain all agreements and supporting documents for 5 years after termination of the system.
12-01-08	IT Emails		IT		EL	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record, State of California Guidelines~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
12-01-09	IT Cell Phone Logs		IT		EL	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~Administrative Record, State of California Guidelines~~

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13-00-00 Housing & Economic Development Function

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOS - Life of Board/Vehicle/System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-01-00	**Housing Group**								
13-01-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-01-02	Affordable Unit Rehabilitations	May contain DDAs, construction contracts, compliance monitoring, lease agreements, rental agreements, property management and other affordable housing information	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years.~~

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13-00-00 Housing & Economic Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-01-03	Affordable Housing	New construction properties including loans, construction, land purchase, maps, DDAs, monitoring, GAP loans and other information for construction financing tax credits	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-00-00 Housing & Economic Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-01-04	First Time Homebuyer Program	Loan files-- Including deed copies, loan information, applications and recorded documents	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-00-00 Housing & Economic Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-01-05	Emergency Grant Program	Repairs for health and safety issues including income verification, contracts and other program documents	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-00-00 Housing & Economic Development Function

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-01-06	Residential Rehabilitation Loans	Great Neighborhood and other property improvement programs. Loan files--Including deed copies, loan information, applications and recorded documents	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-01-07	Fontana Employee & Teachers Housing Assistance Program	Loan files-- Including deed copies, loan information, applications and recorded documents	**H&ED**		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~
13-01-08	Workshops & Events		H&ED		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~
13-01-09	Property Management Documents	Reimbursements, financial expenditures, rent receipts, general maintenance, improvements	H&ED		PA	CY+4		**CY+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of Limitations of 4 years. ~~State of California Guidelines; Current year plus 2 years for code enforcement~~
13-01-10	Property Compliance Monitoring		H&ED		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 2 years for code enforcement~~

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-02-00	**Economic Development Group**								
13-02-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-02-02	Project Files	Completed Projects May include feasibility studies.	H&ED		MX	AC+2	8	**AC+10**	GC 34090(d); 2 year minimum requirement. CCP 337.15; SOL of 10 years for construction defect actions.
		Proposed Projects - Not Completed Includes renderings, correspondence and legal documents, any other project related documents. May include feasibility studies.				CY+3		**CY+3**	GC 34090; 2 year minimum requirement. CCP 343; SOL of 4 years.
13-02-03	Marketing Materials	Includes advertisements, promotional brochures, property profile reports and other marketing materials.	H&ED		MX	CY+2	5	**CY+7**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 7 years for external promotional marketing, no legal citation given.~~
13-02-04	Workshops & Events		H&ED		MX	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~

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13-03-00	**Property Acquisition Group**								
13-03-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-03-02	Property / Title Insurance		H&ED		PA	AC+2	8	**AC+10**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 10 years after closure for supporting documents~~
13-03-03	Property Agreements	Includes copies of leases, loans and other property related agreements.	H&ED		PA	P	P	**P**	GC 34090(d); 2 year minimum requirement. CCP 337.2; SOL of 4 years for leases. ~~State of California Guidelines; 10 years after closure for supporting documents~~
13-03-04	Appraisals & Title Reports - Purchased Land		H&ED	C	PA	AC+2	8	**AC+10**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; 10 years after closure for supporting documents~~
13-03-05	Appraisals & Title Reports - Land Not Purchased		H&ED	C	PA	AC+2		**AC+2**	GC 34090(d); 2 year minimum requirement.
13-03-06	Environmental Reports	Obtained for pre-purchase due diligence	H&ED		PA	P	P	**P**	GC 34090(a); Permanent for land related documents. ~~State of California Guidelines; Permanent for soil reports, State also recommends permanency for environmentally sensitive documents~~
13-03-07	Purchase & Sale Agreements	Also includes realtor forms	H&ED		PA	AC+2	8	**AC+10**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; 10 years after closure for supporting documents~~
13-03-08	Escrow & Financial Documents		H&ED		PA	AC+2	8	**AC+10**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; 10 years after closure for supporting documents~~
13-03-09	Recorded Property Documents	Copies of deeds and other recorded documents maintained by the City Clerk	H&ED		PA	P	P	**P**	GC 34090(a); Permanent for real property records ~~State of California Guidelines; Permanent~~
13-03-10	Property Tax Information		H&ED		PA	CY+2	8	**CY+10**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; 10 years after closure for supporting documents~~

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13-04-00	**Incoming Grant Programs Group**								
13-04-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-04-02	HOME	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	H&ED		PA	AFP+1 *	4 *	**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-04-03	ESG	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	H&ED		PA	AFP+1 *	4 *	**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied.

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13-04-04	CDBG	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	H&ED		PA	**AFP+5 ***		**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied

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13-04-05	HUD	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	H&ED		PA	AFP+1 *	4 *	**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied.

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-04-06	Grant Reimbursement/Draw Requests	Departments are responsible for maintaining copies of invoices paid toward grants and longer retention term records series, as needed. Departments should maintain grant applications, financial and performance reports, and any purchasing documents that support the procurement process (quotes, bids, purchase orders, contracts, etc.) in addition to any documents that relate to the grant award, from application to closeout.	H&ED		PA	AFP+1 *	4 *	**AFP+5 ***	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied.

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13-05-00	**Fontana Housing Authority Group**								
13-05-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-05-02	By-laws & Formation Documents		CC	V	PA	P	P	**P**	GC 34090(e); Permanent for ordinances and resolutions ~~State of California Guidelines; Permanent for administrative records and for decisions made by public agencies~~
13-05-03	Agendas & Agenda Packets		CC		PA	ACT	CY+10	**CY+10**	GC 34090(d); 2 year minimum requirement ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~ Administrative Decision: Maintain while active on website for reference purposes and to follow ~~Administrative Decision: Current Year plus 10 years for reference purposes, and to follow~~ City Clerk retention for Council agenda packets.
13-05-04	Minutes		CC	V, H	PA	P	P	**P**	GC 34090(e); Minutes of governing bodies, Permanent ~~State of California Guidelines; Permanent~~

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13-05-05	Affordable Unit Rehabilitations	May contain DDAs, construction contracts, compliance monitoring, lease agreements, rental agreements, property management and other affordable housing information	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-05-06	Affordable Housing	New construction properties including loans, construction, land purchase, maps, DDAs, monitoring, GAP loans and other information for construction financing tax credits	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~

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13-05-07	Residential Rehabilitation Loans	Great Neighborhood and other property improvement programs. Loan files--Including deed copies, loan information, applications and recorded documents	H&ED		PA	AC+2	2	**AC+4**	2 CFR 200.333; 3 years after submission of final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively. 2 CFR 200.333(a); If litigation, then 3 years after claim has been resolved/settled/final action is taken. 2 CFR 200.333(c); For real property or equipment acquired with federal funds, 3 years after final disposition. 2 CFR 200.333(f)(1); For indirect cost rate proposals and cost allocation plans submitted for negotiation, 3 years from the date of submission. 2 CFR 200.333(f)(2); For indirect cost rate proposals and cost allocation plans not submitted for negotiation, 3 years from the end of the fiscal year covered by the proposal. 24 CFR 570.502(a)(7)(i); 4 years after execution of closeout agreement. 24 CFR 570.502(a)(7)(ii); For records for individual activities subject to the reversion of assets/change of use provisions, 3 years after those provisions no longer apply. 24 CFR 570.502(a)(7)(iii); For records for individual activities for which there are outstanding loan balances/other receivables/contingent liabilities, 3 years after receivables/liabilities satisfied. ~~State of California Guidelines; Closure of loan plus 3 years~~
13-05-08	Workshops & Events		H&ED		PA	CY+2		**CY+2**	GC 34090; 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~

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13-00-00 Housing & Economic Development Function

Legend: AA - After Audit, AC - After Completion/Closure, ACT - While Active, AE - After Expiration, AFP - After Final Payment, AP - After Approval, AR - Annual Review, AT - After Termination, C - Confidential, CM - Current Month, CY - Current Year, EL - Electronic Media, EY - Event Year, H - Historical, IND - Indefinite, LOB/LOV/LOS - Life of Board/Vehicle/System, MX - Mixed Media (PA and EL), P - Permanent, PA - Paper Media, S - After Superseded, V - Vital, +[Number] - Plus Years or Months

Series Code	Series Name	Description of Documents, As Needed	Office of Record	Special Attributes	Media Format	Active Retention	Inactive Retention	Total Retention	Citations & Legal Basis
13-05-09	Property Management Documents	Reimbursements, financial expenditures, rent receipts, general maintenance, improvements	H&ED		PA	CY+4		**CY+4**	GC 34090(d); 2 year minimum requirement. CCP 337; Statute of Limitations of 4 years. ~~State of California Guidelines; Current year plus 2 years for code enforcement~~
13-05-10	Property Compliance Monitoring		H&ED		PA	CY+2		**CY+2**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 2 years for code enforcement~~
13-06-00	**Fontana Community Foundation Group**								
13-06-01	General Information		All Depts		MX	AR		**AR**	Administrative Record; Review annually for relevance to a project, inclusion in an associated record series, or creation of a new record series. Keep while current.
13-06-02	By-laws & Formation Documents		CC	V	PA	P	P	**P**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidlines; Permanent~~
13-06-03	Agendas & Agenda Packets		CC		PA	ACT	CY+10	**CY+10**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Maintain for the Current Year plus 2 years~~ Administrative Decision: Maintain while active on website for reference purposes.(ADD)*.
13-06-04	Minutes		CC	V, H	PA	P	P	**P**	GC 34090e; Minutes of governing bodies, Permanent. ~~State of California Guidelines; Permanent~~
13-06-05	Capital Campaigns	Includes brochures, flyers and other promotional materials for FCF programs.	H&ED		PA	CY+2	5	**CY+7**	GC 34090(d); 2 year minimum requirement. ~~State of California Guidelines; Current year plus 7 years for external promotional marketing, no legal citation given~~

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File #: 26-0846
Agenda #: F.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Award a Professional Services Agreement for Design Services to BFK Architects for the 16641 Orange Way Public Works East Yard Renovation Project (PW-26-158-SP).

RECOMMENDATION:
1. Award and authorize the City Manager to enter into a Professional Services Agreement with BFK Architects for the Design Services for the 16641 Orange Way Public Works East Yard Renovation Project in the amount of $318,880.00 (Request for Proposals PW-26-158-SP).

2. Approve and authorize the City Manager to enter into future individual Professional Services Agreement Amendments with BFK, not exceeding $30,000.00 for the 16641 Orange Way Public Works East Yard Renovation Project (PW-26-158-SP).

COUNCIL GOALS:
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City’s infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The proposed renovation of the existing facility located at 16641 Orange Way, known as the Public Works East Yard, will convert the building into a modernized fleet and facilities workshop with supporting office space. The redesigned facility is intended to accommodate 22 full-time staff, providing an expanded work area for vehicle maintenance operations and enabling future growth. Project improvements include the development of updated office areas, a breakroom, a conference room, and a dedicated facilities wood shop. In addition, the project will incorporate significant building system upgrades, including improvements to the roofing, electrical, plumbing, and HVAC systems, to ensure functionality, safety, and long-term operational efficiency.

On March 12, 2026, the City issued a Request for Proposals (RFP) for design services from qualified architectural firms. On March 24, 2026, a total of nine (9) proposals were received from firms interested in providing design services for the project. All proposals were evaluated in accordance with City policies and procedures, with consideration given to firm and staff qualifications, project approach and scope of work, and proposed project schedule. The submitted proposals ranged in cost from $218,000 to $543,000. Based on the evaluation results, staff recommends approval of a Professional Services Agreement with BFK Architects, based on the firm’s relevant experience, available project staffing, proposed schedule, and comprehensive approach to the design of the

project.

FISCAL IMPACT:
The Fiscal impact associated with the approval of this item is $348,880.00 for the full term of the Professional Services Agreement. The project is included in the Fiscal Year 2025-2026 Budget in project string 37300011-632-A-8130 as part of the Development Impact Fee eligible project under Government Services.

MOTION:
Approve staff recommendation

Bid Summary
Fleet Maintenance Facility
PW-26-158-SP
April 2026

Firm	Rank
BFK	1
Gillis	2
Andresen	3
SVA	4
Ware Malcomb	5
Acton	6
Sillman	7
TR Design	8
Studio Dina	9



Response to

PROPOSAL FOR ARCHITECTURAL DESIGN SERVICES FLEET FACILITY BUILDING

16641 Orange Way, Fontana, CA 92335

Submitted to:
City of Fontana – Purchasing Office
www.fontanapurchasing.org

RFP No. PW-26-158-SP

Date of Submission: March 27, 2026

BFK
ARCHITECTURE + PLANNING

COVER LETTER

March 27, 2026

City of Fontana – Purchasing Office
8353 Sierra Ave
Fontana, CA 92335
www.fontanapurchasing.org

RE: Proposal for Architectural Design Services – Fleet Facility Building, 16641 Orange Way
RFP No. PW-26-158-SP

Dear Selection Committee:

BFK Architecture + Planning is pleased to submit this proposal for architectural design services for the renovation and conversion of the Fleet Facility Building at 16641 Orange Way, Fontana, California. We have thoroughly reviewed the RFP documents, all five addenda, and the Q&A responses issued through March 25, 2026.

On March 19, 2026, Joshua Massey of IMEG (our sub-consultant partner) attended the Mandatory Pre-Proposal Meeting and site walk at 16641 Orange Way on behalf of the BFK team, and that firsthand familiarity with the existing building conditions is directly reflected in our proposed scope, schedule, and fee.

BFK Architecture + Planning is a licensed California architectural firm with demonstrated experience in technically complex public agency facilities, including industrial, municipal operations, and maintenance facilities across Southern California. We understand that this project requires more than design proficiency — it requires a team that can move quickly, coordinate a multi-discipline effort, and deliver construction-ready documents within the City's fast-track schedule targeting project completion by December 2026.

Our proposal presents a fully coordinated team with the capability to handle the full scope of this project, including architectural design, structural engineering, MEP engineering, fire protection, and specialty systems including vehicle exhaust extraction and EV conduit infrastructure. We have structured our scope, schedule, and fee to reflect the information provided through the addenda process, and we welcome the opportunity to refine scope and cost during contract negotiation as contemplated in several Q&A responses.

The undersigned is authorized to bind BFK Architecture + Planning, and this proposal shall remain valid for ninety (90) days from the date of submission.

We appreciate the City of Fontana's consideration and look forward to the opportunity to deliver an outstanding Fleet Maintenance Facility in support of your operations.

Respectfully submitted,



Brian F. Knight, AIA, LEED AP
President / Principal-in-Charge
BFK Architecture + Planning
1337 Lida Street, Pasadena, CA 91103
(626) 823-0150

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COST PROPOSAL ..... UNDER SEPARATE COVER

SECTION 1 - FIRM IDENTIFICATION

Firm Name: BFK Architecture + Planning
Business Structure: Corporation, State of California
Primary Office Address: 1337 Lida Street, Pasadena, CA 91103
Telephone: (626) 823-0150
Email: brian.knight@bfkarch.com
California Architect License No.: C-32905
License Holder: Brian F. Knight, AIA, LEED AP
Federal Tax ID: 84-4811443
DIR Registration No.: (to be provided upon contract award if applicable)
Years in Practice: 20+; 6+ as BFK Architecture + Planning
Firm Size: 4; project staffed through qualified subconsultants
Primary Service Area: Southern California
Project Role: Prime Consultant – Architectural Design Lead

SECTION 2 - CONTACT PERSON

Contact Person During Evaluation Period:
Name: Brian F. Knight, AIA, LEED AP
Title: President / Principal-in-Charge
Firm: BFK Architecture + Planning
Address: 1337 Lida Street, Pasadena, CA 91103
Telephone: (626) 823-0150
Email: brian.knight@bfkarch.com
Availability: Brian Knight is the sole authorized contact for all correspondence, clarifications, and negotiations during the evaluation period and through contract execution. He is available by phone and email during normal business hours, Monday through Friday, and will respond to all City inquiries within one business day.

SECTION 3 - SUB-CONSULTANTS

IMEG
901 Via Piemonte #400, Ontario, CA 91764
(909) 942-5541
IMEG provides all engineering disciplines for this project under a single subconsultant agreement with BFK Architecture + Planning, including structural, mechanical/HVAC, electrical, plumbing, and fire protection engineering. **Joshua Massey of IMEG attended the Mandatory Pre-Proposal site walk on March 19, 2026.**

Notes:
1. No civil engineering scope is included per Q&A response 1.4; paving and site improvements are confirmed to be performed under a separate contract.
2. The City's IT department will handle all low voltage, structured cabling, and access control pathways under a separate scope per Q&A 5.11.
3. The City will provide the hazardous materials / asbestos abatement report per Addendum No. 4, Q&A 4.1.
4. Equipment planning and procurement is not included in this scope; the City's Fleet Department will relocate and install existing lifts, tire equipment, and the air compressor system per Q&A 3.19 and 3.20.
5. The compressed air piping system will be installed by the City at a later time and is excluded from this scope per Q&A 5.14.

SECTION 4 - WORK PLAN

Scope of Work and Deliverables

BFK Architecture + Planning proposes to provide full architectural and engineering design services for the renovation and conversion of the existing approximately 16,600-square-foot warehouse building at 16641 Orange Way into a full-service Fleet Maintenance Facility for the City of Fontana. Our work plan is organized around the four phases identified in the RFP and is informed by all five addenda and the complete Q&A record issued through March 25, 2026.

The following scope reflects confirmed project parameters including: full-building HVAC via rooftop package units; roof membrane replacement with new insulation and skylight elimination; demolition of all existing interior partitions; new office, conference, lobby, lunchroom, restroom, locker room, and shower facilities; three mezzanine levels (approximately 2,200 SF, 800 SF, and 288 SF); five vehicle exhaust extraction drops; motorized roll-up door installations; new full-building NFPA 13 fire sprinkler system; fire alarm system; electrical panel replacement; EV conduit stub-outs for 6 future charging stations; eyewash station in the fleet maintenance area; and sanitary sewer extensions for new shower and restroom fixtures.

The following items are explicitly excluded from our scope based on Q&A responses: civil/paving work; furniture selection; IT/low voltage pathways; compressed air piping; equipment procurement or relocation; solar/PV/BESS; emergency generator; vehicle wash bay; and welding area provisions.

Phase 1 – Preliminary Design

Objective:
Establish the design direction, confirm the building program with City staff, and produce a coordinated preliminary design for City review and approval before proceeding to construction documents.

Tasks:
- Conduct project kickoff meeting with City Fleet Division and Public Works staff to confirm space program, operational requirements, and design priorities.
- Perform field verification of existing building conditions including architectural, structural, and MEP systems, given the absence of as-built drawings. Develop base drawings from field survey data for use throughout design.
- Review the preliminary plans prepared by the prior consultant (referenced in Q&A 1.11) and incorporate applicable information into the base design.
- Prepare demolition plan identifying all existing interior partitions, roofing, skylights, doors, and MEP systems to be removed.
- Develop preliminary floor plan reflecting the confirmed program: shop area with 5 vehicle service positions (1 large, 4 small/medium), 3 mezzanine levels, office suite, conference room, public lobby, lunchroom/kitchen, office restrooms, shop restrooms, locker room, and shower facilities; compressor/oil storage room with secondary containment.
- Prepare preliminary roof plan reflecting new membrane, insulation, skylight elimination, and rooftop HVAC unit locations.
- Coordinate with IMEG on preliminary MEP and structural system concepts including rooftop unit sizing, exhaust extraction layout, panel replacement scope, plumbing fixture counts, and structural assessment of roof framing for new unit loads.
- Prepare preliminary exterior elevation studies reflecting new roll-up door locations and any new window openings for office areas.
- Submit Preliminary Design package to City for review and comment.
- Conduct design review meeting with City staff; incorporate comments and obtain written approval to proceed.

Deliverables:
- Existing conditions / base drawing set
- Demolition plan
- Preliminary floor plan, roof plan, and exterior elevations
- Preliminary MEP and structural narratives
- Preliminary design submittal package
- Meeting minutes from kickoff and design review meetings

Phase 2 – Design Plans Development

Objective:
Advance the approved preliminary design through design development, coordinating all disciplines and resolving technical systems in sufficient detail to confirm scope, cost, and constructability before proceeding to construction documents.

Tasks:
- Develop coordinated architectural plans, reflected ceiling plans, interior elevations, and preliminary finish schedules for all spaces.
- Coordinate mezzanine structural framing design with IMEG for three mezzanine levels above office areas and Fleet/Facilities shop offices.
- Advance structural design for new wall openings accommodating motorized roll-up doors, roof framing reinforcement for new HVAC units, and all code-triggered structural modifications directly associated with new work per Q&A 5.1.
- Develop HVAC design documents including rooftop package unit selections, ductwork distribution for office and shop areas, vehicle exhaust extraction system layout with 5 drops sized for 1 large vehicle and 4 small/medium vehicles, and make-up air provisions. Develop electrical design documents including panel replacement (apples-for-apples per Q&A 5.5), new lighting for office and shop areas, power distribution, and EV conduit stub-outs to 6 future parking stall locations.
- Develop plumbing design documents including fixture schedules, sanitary sewer extensions for new showers and urinals, domestic water distribution, and eyewash station location in the fleet maintenance area.
- Develop fire protection design documents including NFPA 13 sprinkler system layout, new backflow preventer, and fire alarm system with fire panel and horn/strobe devices; initiate coordination with Fontana Water Company for fire flow test.
- Prepare preliminary Title 24 energy compliance analysis.
- Prepare updated construction cost estimate for City review.
- Submit Design Development package to City for review and comment.
- Conduct design development review meeting with City staff; incorporate comments and obtain approval to proceed.

Deliverables:
- Coordinated design development drawing set (all disciplines)
- Updated construction cost estimate
- Preliminary Title 24 analysis
- Design development submittal package
- Meeting minutes

Phase 3 – Construction Documents and Construction Support

Objective:
Produce a complete, coordinated, permit-ready construction document set; obtain building permit and Fire Marshal approvals; support the City through bidding; and provide responsive construction administration through project completion.

Tasks:

Construction Documents:

- Prepare complete construction drawing set across all disciplines: architectural, structural, mechanical, electrical, plumbing, and fire protection.
- Architectural drawings to include: site plan, demolition plans, floor plans, roof plan, reflected ceiling plans, exterior elevations, building sections, wall sections, interior elevations, door and window schedules, finish schedule, and all necessary details.
- Prepare project specifications (CSI format) covering all materials, systems, and workmanship requirements.
- Prepare final construction cost estimate.
- Coordinate building permit submittal to City of Fontana Building Department; coordinate fire sprinkler and fire alarm submittal to Fontana Fire Marshal per Q&A 3.2.
- Respond to plan check comments and resubmit as required to obtain all necessary permits and approvals.
- Prepare final Title 24 energy compliance documentation.

Bidding Support:

- Assist City in preparation of bid package.
- Respond to contractor requests for information (RFIs) during the bid period.
- Prepare and issue addenda as required to clarify or modify bid documents.
- Review bids and provide recommendation of award to City.

Construction Administration:

- Conduct pre-construction meeting with City and awarded contractor.
- Review and respond to contractor-submitted RFIs during construction.
- Review and approve or reject contractor submittals and shop drawings.
- Conduct periodic site observation visits to confirm work is proceeding in general conformance with the construction documents.
- Prepare field observation reports following each site visit.
- Review and process contractor applications for payment.
- Identify, document, and track punchlist items; confirm completion prior to final payment recommendation.
- Coordinate with City Project Manager throughout construction phase.

Deliverables:

- Complete permit-ready construction document set (all disciplines)
- Project specifications
- Final construction cost estimate
- Permit applications and plan check responses
- Bid addenda (as required)
- Bid review and award recommendation
- RFI and submittal log
- Field observation reports
- Punchlist documentation

Phase 4 – Record Drawing Production

Objective:

Deliver accurate record drawings reflecting all field changes and confirmed as-built conditions at project closeout.

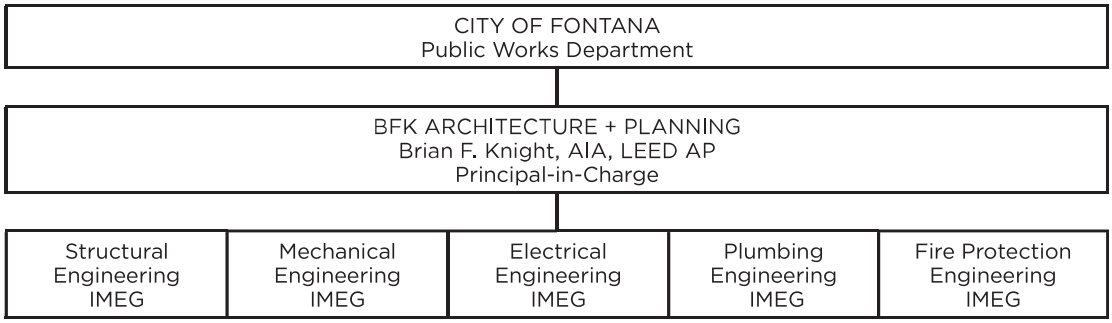
Tasks:

Collect and review contractor-marked redline drawings throughout construction.
Incorporate all confirmed field changes into the base drawing files.
Prepare and submit record drawing set to City in both PDF and AutoCAD/Revit format

Deliverables:

- Record drawing set (PDF and native CAD/BIM format)
- Electronic file transmittal to City

SECTION 5 – ORGANIZATIONAL CHART



Key Roles and Responsibilities:

City of Fontana – Public Works Department
Owner and project authority. Provides program direction, reviews and approves submittals at each design phase, coordinates with City Fleet Division and IT Department, and manages contract administration on the City side.

BFK Architecture + Planning
Serves as Prime Consultant and single point of contact for all City communications. Responsible for overall project delivery, schedule management, quality control, subconsultant coordination, permit processing, and construction administration. Authorized to negotiate and execute the contract.

IMEG – Structural Engineering
Responsible for field verification of existing structural conditions, structural design of mezzanine framing, new wall openings for roll-up doors, and roof framing reinforcement for new rooftop HVAC units.

IMEG – Mechanical Engineering
Responsible for full-building HVAC design via rooftop package units, vehicle exhaust extraction system design with 5 drops, make-up air, and Title 24 mechanical compliance.

IMEG – Electrical Engineering
Responsible for electrical panel replacement, shop and office lighting, power distribution, EV conduit stub-outs for 6 future charging stations, and Title 24 electrical compliance.

IMEG – Plumbing Engineering
Responsible for restroom, locker room, shower, and kitchen plumbing design, sanitary sewer extensions, domestic water distribution, and eyewash station in the fleet maintenance area.

IMEG – Fire Protection Engineering
Responsible for full-building NFPA 13 fire sprinkler system design, new backflow preventer, fire alarm system with fire panel and horn/strobe devices, Fontana Water Company fire flow test coordination, and Fontana Fire Marshal submittal coordination.

Note: IMEG is a multi-discipline engineering firm. This single-firm MEP+Structural approach maximizes internal coordination efficiency and reduces inter-discipline conflicts, directly supporting the City's fast-track schedule.

SECTION 6 – PROJECT SCHEDULE

Milestone	Timing
Notice to Proceed	April 2026
Kickoff Meeting / Field Verification	Week 1
Preliminary Design Submittal	Week 4
City Approval – Proceed to Phase 2	Week 6
Design Development Submittal	Week 10
City Approval – Proceed to Phase 3	Week 12
90% Construction Documents	Week 18
100% CD / Permit Submittal	Week 20
Permit Issuance (estimated)	Week 26
Bid Period	Weeks 26–30
Construction Start	Week 32
Substantial Completion	Week 50
Final Completion / Punchlist	Week 52
Record Drawing Submittal	Week 53
Project Closeout	December 2026

Schedule assumes NTP in April 2026, two-week City review periods at each design phase, and a single construction phase per Q&A 5.10. Plan check duration estimated at six weeks and is subject to Building Department workload. Fontana Water Company fire flow testing will be initiated during Phase 2 to avoid permit delays. The hazardous materials report to be provided by the City per Addendum No. 4; if abatement is required prior to demolition, the construction schedule may require adjustment.

SECTION 7 – STAFFING PLAN

BFK Architecture + Planning is a focused solo principal practice, which means the licensed architect who wins the project is the same person who designs it, manages it, and sees it through construction. There is no hand-off to junior staff and no account manager standing between the City and the design decision-maker. Brian Knight maintains a deliberate project load that ensures each active client receives substantive principal time at every phase.

IMEG staffs projects through discipline-specific teams coordinated under a single project executive. On this project, Kerry Parker manages internal resource allocation across IMEG's structural, mechanical, electrical, plumbing, and fire protection teams in the Ontario office. IMEG's single-firm multi-discipline structure means that coordination gaps and schedule slippage between engineering disciplines are resolved internally rather than across separate firm boundaries — a direct advantage on a fast-track project. IMEG maintains deep bench depth in each discipline and the capacity to surge resources during peak production periods.

Joshua Massey of IMEG provides additional engineering support and brings firsthand familiarity with existing building conditions from the March 19, 2026 mandatory site walk.

SECTION 8 – PROPOSED TEAM

BFK Architecture + Planning | Brian F. Knight, AIA, LEED AP
Brian Knight is the founder and sole principal of BFK Architecture + Planning, a licensed California architectural firm specializing in public agency work across Southern California. He brings direct principal-level attention to every project from kickoff through closeout with no hand-off to junior staff. His experience encompasses technically complex municipal and public agency facilities including operations facilities, maintenance buildings, and infrastructure projects for city, transit, and utility clients throughout the region. Credentials: CA Architect License No. C-32905; AIA; LEED AP. See Appendix A for full resume.

IMEG | Kerry Parker, Primary Contact
IMEG is a national multi-discipline engineering firm with a strong regional presence in the Inland Empire and Southern California. The Ontario office provides structural, mechanical, electrical, plumbing, and fire protection engineering for a broad range of public agency clients. IMEG's single-firm, multi-discipline structure is a direct advantage on this project: all engineering coordination occurs within one organization under one contact, reducing inter-discipline conflicts and supporting the City's fast-track schedule.

Structural: Existing conditions assessment; mezzanine framing; roll-up door wall openings; roof framing reinforcement for new HVAC units; code-triggered modifications per Q&A 5.1 and 5.2.

Mechanical/HVAC: Full-building rooftop package units; vehicle exhaust extraction with 5 drops; make-up air; Title 24 compliance per Q&A 5.15.

Electrical: Panel replacement; shop and office lighting; power distribution; EV conduit stub-outs to 6 future charging station locations; Title 24 compliance per Q&A 5.5 and 5.12.

Plumbing: Restrooms, locker room, showers, kitchen, eyewash station; sanitary sewer extensions per Q&A 3.1 and 5.14.

Fire Protection: Full-building NFPA 13 sprinkler system; new backflow preventer; fire flow test coordination with Fontana Water Company; fire alarm with fire panel and horn/strobe devices; Fire Marshal coordination per Q&A 3.2 and 5.13.

See Appendix A for IMEG team resumes.

Note on Team Stability: Per RFP Section 2.17, Item 9, key personnel identified in this proposal shall not differ from those in the executed contract. BFK and IMEG jointly commit that Brian F. Knight and Kerry Parker will remain the assigned leads through project completion.

RELEVANT PROJECT EXPERIENCE

KEY CHALLENGES & SOLUTIONS

Challenge: Designing a functional utility maintenance facility for a high-desert climate environment
Solution: Specified evaporative cooling, full building insulation, and skylights suited to Victorville's Climate Zone 15 conditions, balancing occupant comfort with energy efficiency and long-term operational cost.

Challenge: Integrating shop, warehouse, and administrative functions within a single pre-engineered steel building
Solution: Developed a building program that separates heavy-use shop and storage areas from finished office space while maintaining efficient internal circulation and shared access to utilities and exits.

Challenge: Coordinating multiple engineering disciplines across a compressed delivery schedule
Solution: Engaged a full MEP engineering team under BFK's coordination to produce fully integrated architectural, structural, mechanical, electrical, and plumbing documents suitable for permit submittal and contractor pricing in a single package.

Challenge: Siting a new utility operations facility within an active airport logistics campus
Solution: Conducted a line-of-sight study to inform screen wall placement and height, and designed site improvements o meet operational and safety requirements.

Challenge: Producing a construction cost estimate reliable enough to support municipal budgeting and public bidding
Solution: Developed a comprehensive estimate covering labor, materials, and contingency allowances across all trades, coordinated with the engineering team to reflect actual specified systems and site conditions.

City of Victorville, CA
Victorville Municipal Utilities Fleet Building

BFK provided full architectural design and engineering coordination services for a new Shop/ Warehouse facility for the Victorville Municipal Utility Services (VMUS) Department, located at the Southern California Logistics Airport in Victorville, California. The project called for a complete design and construction document package for a pre-engineered steel building encompassing shop, warehouse, and administrative functions, along with associated site improvements.
The facility program includes a 50' × 100' steel building with a 16-foot roof height on a 70' × 100' concrete slab, incorporating a large-bay shop and warehouse area with six electric roll-up doors, interior and exterior electrical, evaporative cooling, skylights, and a shop sink. An integrated 15' × 50' finished office suite provides ADA-compliant restrooms, a kitchenette, mini-split HVAC, and optional mezzanine storage. **BFK** developed complete architectural and structural plan sets, including site layout, grading and foundation plans, building elevations, and detailed mechanical, electrical, and plumbing drawings, along with material specifications suited to the high-desert climate and operational demands of a municipal utility maintenance environment.
Site design addressed grading, gravel yard surfacing, paved parking, a fire access road, perimeter block screen wall with barbed wire, yard lighting, and dual electric gate operators. **BFK** also coordinated utility service connections for water, sewer, and communications, and prepared a line-of-sight study to support screen wall design. The scope included a comprehensive construction cost estimate covering labor, materials, and contingency allowances, as well as bidding support services to assist the City in achieving accurate and competitive contractor proposals.



RELEVANT PROJECT EXPERIENCE

KEY CHALLENGES & SOLUTIONS

Challenge: Maintaining Emergency Operations During Construction
Solution: The project team developed and implemented a clear phasing and constructability strategy that allowed the station to remain fully operational during construction. Renovation areas and the building addition were sequenced to minimize impacts to response functions, and coordination with City staff and station personnel ensured that safety and access were maintained at all times.

Challenge: Integrating a New Addition into an Existing Facility While Controlling Costs
Solution: The design utilized efficient planning, straightforward structural systems, and durable, cost-effective materials. The addition was carefully scaled and detailed to complement the existing building without introducing unnecessary complexity, allowing the project to remain within budget while significantly improving functionality

Challenge: Upgrading an Older Facility to Meet Current Code, Accessibility, and Energy Standards
Solution: A comprehensive early code and accessibility assessment identified required upgrades and allowed them to be strategically integrated into the renovation scope. Energy-efficient systems and materials were incorporated where appropriate, improving building performance while supporting the City's long-term operational and maintenance goals.

Challenge: Delivering a Durable, Low-Maintenance Facility
Solution: The project emphasized durable finishes, standardized components, and proven building systems appropriate for public safety facilities.

City of Menifee, CA
Fire Station No. 76 Renovations and Additions

The City of Menifee, located in southwest Riverside County, is a rapidly growing community that has prioritized public safety as a core element of its municipal services. To address increased operational demands associated with population growth, the City completed renovations and a modest building addition to Fire Station No. 76, located at 29950 Menifee Road.

Fire Station No. 76, originally constructed in 1999, is a single-story, approximately 7,100-square-foot Type V-N facility. Our team provided full architectural and engineering services for the renovation and addition, which improved the functionality and livability of the station while maintaining uninterrupted emergency operations. The completed work included reconfiguration and enlargement of the living and dining areas and expansion of the sleeping quarters to accommodate two additional bedrooms. A new approximately 440-square-foot addition was seamlessly integrated into the existing building. The project was delivered within the City's established construction budget of approximately $480,000.

All work was designed in compliance with current California building, fire, accessibility, and energy codes, as well as the Greenbook. The project emphasized simplicity, durability, long service life, and reduced long-term maintenance costs, consistent with the City's standards for public safety facilities. Architectural, structural, civil, mechanical, electrical, plumbing, landscape, lighting, site survey, and soils-related services were delivered under a single coordinated contract.

Services included project management and quality control; stakeholder coordination; development of conceptual alternatives; preparation of 75% and 100% construction documents and cost estimates; permitting and plan check support; bidding assistance; construction administration; and preparation of final as-built drawings. Close collaboration with City staff ensured the project met operational requirements, regulatory standards, and budget constraints while minimizing impacts to station operations.



RELEVANT PROJECT EXPERIENCE

KEY CHALLENGES & SOLUTIONS

Challenge: Adaptive reuse of buildings with limited prior law enforcement infrastructure
Solution: Conducted detailed programming and space planning with Police Department leadership to align building layouts with operational workflows, security protocols, and future flexibility.

Challenge: Retrofit of a pre-engineered metal building (PEMB) for secure evidence storage
Solution: Designed PEMB-specific upgrades addressing long-span framing, thermal performance, and mechanical limitations, while integrating high-capacity racking, environmental controls, and secure storage systems.

Challenge: Maintaining evidence integrity and chain-of-custody requirements
Solution: Implemented controlled access zoning, secure circulation paths, and specialized storage environments including walk-in cold storage, caged areas, and flammable materials safes.

Challenge: Coordination among multiple City departments and stakeholders
Solution: Led collaborative design workshops and ongoing coordination with Police, Community Services, Building, Community Development, and City Manager's Office to streamline approvals and align project goals.

Challenge: Budget certainty for a complex tenant improvement project
Solution: Developed a detailed, all-inclusive construction cost estimate incorporating contingencies, alternates, testing, and permitting to support informed City decision-making.

City of Paso Robles, CA
Law Enforcement Facilities Annex Buildings Adaptive Reuse

BFK provided comprehensive architectural and multidisciplinary design services for the adaptive reuse of an existing office building and a 4,000+ SF pre-engineered metal building (PEMB) airplane hangar to support law enforcement operations adjacent to the Paso Robles Municipal Airport. Originally constructed in 2007 and acquired by the City in 2020, the facilities were transformed into a secure, modern police support campus.

Working closely with the Paso Robles Police Department, Community Services, Building and Community Development Divisions, and the City Manager's Office, **BFK** developed a coordinated design addressing operational efficiency, officer safety, evidence integrity, and regulatory compliance. Office building improvements included command staff offices, workstations for seventeen personnel, interview rooms, a report writing room, forensic internet investigations space, and dedicated drug and gang task force areas, supported by locker rooms, showers, breakroom, and copy facilities.

The adjacent PEMB hangar was retrofitted to function as a secure evidence and property storage facility. **BFK**'s design responded to the unique structural, envelope, and mechanical constraints of the existing PEMB, incorporating racked storage systems, walk-in freezer and refrigerator units, flammable materials storage, secure caged areas, staff office space, and vehicle storage. Mechanical upgrades provided adequate cooling and environmental control to meet evidence preservation requirements, with evaluation of a future mezzanine to expand storage capacity.

Across both buildings, **BFK** integrated state-of-the-art security systems, controlled access zoning, and high-speed data infrastructure. Site improvements included signage, landscape enhancements, and parking lot upgrades. **BFK** also prepared a comprehensive construction cost estimate and advanced the project to a 90% design level for City Council review.



Eastern Municipal Water District Fleet Services

Perris, CA



CNG UPGRADES & CONSTRUCTION ADMINISTRATION

The project: IMEG provided structural, mechanical, electrical, and architectural engineering services along with construction administration support for compressed natural gas (CNG) infrastructure upgrades at the Eastern Municipal Water District's Fleet Services facility in Perris, California.

Cost	$1 Million
Completion	2022
Services	Mechanical, Electrical, Structural

The goal: EMWD required a multidisciplinary engineering team to support the design and construction of CNG fueling upgrades that would improve fleet fueling capabilities while ensuring safe installation and compliance with applicable codes.



Design approach: IMEG delivered coordinated engineering services associated with the design of the CNG upgrades and provided construction administration support during implementation. The team worked closely with project stakeholders and the contractor to address field conditions, review technical documentation, and maintain alignment with the design intent.

A CNG specialist was incorporated into the team based on experience from a previous CNG retrofit project, providing additional expertise for the specialized fueling systems.

Project outcome: IMEG's multidisciplinary engineering and construction-phase support helped successfully deliver the CNG infrastructure upgrades, strengthening EMWD's fleet fueling capabilities and supporting the district's continued investment in alternative fuel infrastructure.

IMEG | Project Profile

County of Riverside
Rubidoux Fleet Services

Riverside, CO



ADMINISTRATIVE, AND VEHICLE MAINTENANCE FACILITY, INCLUDING CAR WASH AND FUELING STATION

The project: IMEG supported the Rubidoux Fleet Services project for DLR Group Inc., providing engineering consulting services for a government fleet services facility in Riverside County, California. The project was delivered in collaboration with the project team to support the County's transportation and fleet operations.

The goal: The project required experienced engineering support to assist with the development and delivery of infrastructure supporting a county fleet services facility. The objective was to provide coordinated technical expertise.

Design approach: IMEG worked with DLR Group and project stakeholders to provide engineering support as part of the overall project team. Led by Principal Kerry Parker, the IMEG team coordinated with the architect and owner to ensure project requirements were addressed and the facility infrastructure aligned with operational needs.

Project outcome: The Rubidoux Fleet Services project was successfully completed. The project supports Riverside County's fleet and transportation operations and reflects IMEG's experience delivering engineering services for government and transportation-

Completion	2007
Service	Mechanical, Electrical, Plumbing, Structural, Construction Administration



SECTION 10 – KEY PERSONNEL NAMES AND CLASSIFICATIONS

Per RFP Section 2.17, Item 9, the team members identified herein shall not change from those named in this proposal to those appearing in the executed contract without prior written approval from the City of Fontana.

Name	Firm	Classification	License
Brian Knight	BFK	Principal / Project Manager / Contract Authority	C-32905
Alex Sexsmith	BFK	Project Architect	C-36068
Kerry Parker	IMEG	Project Executive / Engineering Coordinator	LEED AP
Joshua Massey	IMEG	Project Manager	LEED AP
Craig Chamberlain	IMEG	Structural Engineer of Record	C-58851
Daphne Huang	IMEG	Mechanical Engineer of Record	C-34080
Nestor Ignacio	IMEG	Electrical Engineer of Record	C-16934
Shayan Bigdeli	IMEG	Plumbing Engineer of Record	C-43066
Shayan Bigdeli	IMEG	Fire Protection Engineer of Record	C-43066

Note: IMEG's individual Engineers of Record for each discipline will be confirmed upon contract award and will be identified by name, classification, and license number on all permitted construction documents as required by the California Board for Professional Engineers, Land Surveyors, and Geologists. Brian F. Knight is the individual authorized to negotiate and execute the contract on behalf of BFK Architecture + Planning.

SECTION 11 – REFERENCES

The following three clients represent comparable public agency projects for which BFK Architecture + Planning has provided architectural design services within the last three years. Each reference can speak to our firm's ability to manage technically complex projects, coordinate multi-discipline teams, and deliver construction-ready documents for municipal clients.

1. Name of Agency: **City of Victorville**
   Address: 14343 Civic Dr, Victorville, CA 92392
   Contact Person Name: Claudia Frias, Contracts Specialist
   Contact Person Phone: (760) 243-6345
   Contact Email: cfrias@victorvilleca.gov
   Date Completed: Ongoing

2. Name of Agency: **City of West Covina**
   Address: 1444 W Garvey Avenue S , West Covina, CA 91790
   Contact Person Name: Robert Ortega, CIP Project Manager
   Contact Person Phone: (626) 939-8423
   Contact Email: rortega@westcovina.org
   Date Completed: March, 2026

3. Name of Agency: **City of Hemet**
   Address: 445 East Florida Avenue, Hemet, CA 92543
   Contact Person Name: Candace Sunds, Procurement Administrator
   Contact Person Phone: (951) 765-2348
   Contact Email: CSunds@hemetca.gov
   Date Completed: Ongoing

4. Name of Agency: **City of Menifee**
   Address: 29844 Haun Road, Menifee, CA 92586
   Contact Person Name: Michael To, City Project Manager
   Contact Person Phone: (951) 723-1783
   Contact Email: mto@cityofmenifee.us
   Date Completed: Ongoing

5. Name of Agency: **City of Montclair**
   Address: 5111 Benito Street, Montclair, CA 91763
   Contact Person Name: Christian Stevenson, Associate Engineer
   Contact Person Phone: (909) 625-9444
   Contact Email: cstevenson@cityofmontclair.org
   Date Completed: June, 2025

6. Name of Agency: **City of Paso Robles**
   Address: 625 Riverside Avenue, Paso Robles, CA 93446
   Contact Person Name: Freda Berman, Public Works Director
   Contact Person Phone: (805) 237-3873
   Contact Email: fberman@prcity.com
   Date Completed: June, 2023

SECTION 12 – AUTHORIZATION AND PROPOSAL VALIDITY

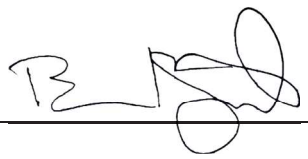
Proposal Validity Statement

This proposal is submitted by BFK Architecture + Planning in response to the City of Fontana Request for Proposals No. PW-26-158-SP for Architectural Design Services for the Fleet Facility Building at 16641 Orange Way, Fontana, CA 92335.

The undersigned hereby affirms that:

1. He is an official of BFK Architecture + Planning duly authorized to submit this proposal and to bind the firm to all terms, conditions, representations, and commitments contained herein.
2. The contents of this proposal, including all sections, appendices, and the separately submitted Cost Proposal, are true, accurate, and complete to the best of his knowledge and belief.
3. This proposal is valid for a period of ninety (90) days from the date of submission, March 27, 2026, through and including June 25, 2026.
4. The firm has thoroughly examined and become familiar with the RFP documents, including the Scope of Services, all instructions to proposers, and Addenda Nos. 1 through 5, and is capable of performing the work described therein to achieve the City of Fontana's objectives.
5. The key personnel identified in this proposal shall not differ from those named in the executed contract without prior written approval from the City of Fontana.
6. BFK Architecture + Planning is properly licensed in the State of California and holds all credentials required to perform the work described in this proposal.
7. Insurance certificates meeting all requirements of RFP Section 2.15 will be provided to the City upon contract award notice, prior to contract execution, per Q&A 2.3.
8. No officer, employee, or agent of the City of Fontana has a financial interest in this proposal or in the firm submitting it.
9. The firm has not engaged in any collusion with any other proposer in the preparation or submission of this proposal.

Submitted by:

Signature: 

Brian F. Knight, AIA, LEED AP
President & CEO / Principal-in-Charge
BFK Architecture + Planning
1337 Lida Street
Pasadena, CA 91103
(626) 823-0150
brian.knight@bfkarch.com
CA Architect License No. C-32905
Date: March 27, 2026

APPENDIX A - STAFF RESUMÉS



BRIAN F KNIGHT, AIA, LEED AP
PRESIDENT & CEO, DESIGN PRINCIPAL

Brian began his career as a graphic designer and art director, working for over 15 years in the publishing, marketing, advertising, branding, and environmental graphics fields. As a design architect, he has worked in a variety of market sectors spanning municipal public works (including Essential Services Buildings), civic, higher education and K-12 to residential, healthcare and transportation. He has been involved in many award-winning built projects from California, Texas, and the western United States to Asia and the Middle East. His work ranges from product design and small interior projects to large-scale developments involving campus- and master-planning design.

For the past several years, Brian has been actively involved in addressing the housing shortage and homelessness problem in California through his architectural design and planning work. He has been involved with an array of housing typologies ranging from high-rise, mid-rise, and low-rise construction and involving market-rate rental housing, affordable housing, co-living housing, permanent support housing and single-family zone ADU projects.

YEARS OF EXPERIENCE
20+

EDUCATION

BArch, Architecture
Southern California Institute of Architecture

REGISTRATIONS/ CERTIFICATIONS

California (CA 32906)

LEED AP

PROFESSIONAL ASSOCIATIONS

American Institute of Architects

Urban Land Institute

LA Conservancy

United States Green Building Council

RELEVANT EXPERIENCE

City of Victorville; Victorville, CA
Design and construction of Municipal Utilities Department office and storage building

City of West Covina City Hall; West Covina, CA
Accessibility upgrades to City Hall Buildings including elevator upgrades

Modesto Junior College Student Services Building; Modesto, CA (while at Perkins+Will)
20,000 SF LEED Silver project consolidating six student services departments

City of Montclair Fire Station 1; Montclair, CA
Renovation and upgrades to existing 13,915 SF Fire Station facility including new elevator

City of Montclair Fire Station 2; Montclair, CA
Renovation and upgrades to existing ~4,500 SF Fire Station facility

City of Menifee Fire Station 76; Menifee, CA
Renovation and upgrades to existing 4,751 SF Fire Station facility

City of Montclair Public Library; Montclair, CA
Renovation and upgrades to existing 14,101 SF Public Library building

City of Paso Robles Police Administration Buildings; Paso Robles, CA
11,125 SF Police Department Administration and Evidence Storage facilities

City of Coachella; Coachella, CA
Commercial Façade Improvement Program

City of Vernon: Vernon, CA
30,000 SF Public Utilities Department Headquarters Building

Los Angeles County Metropolitan Transit Authority (while at Johnson Fain)
Design of system-wide station design for light-rail stations and heavy-rail stations

APPENDIX A - STAFF RESUMÉS



ALEX EMIL SEXSMITH, AIA, LEED AP
PROJECT ARCHITECT

Born in Canada, raised in New England, and exposed to the world from a young age, Alex blends an understated material sophistication with a love of exposed construction and spatial depth in his designs. A deep appreciation of the past, inspired by travels to Asia, Europe and the Middle East informs contemporary designs that emphasize warmth, intimacy and simplicity.

Alex moved to Los Angeles 23 years ago to pursue his Master's in Architecture at the Southern California Institute of Architecture (SCI-Arc). He immersed himself in the experimental design culture of the school, and a semester abroad in Japan profoundly opened his eyes to refined craftsmanship, material expression and the spiritual presence of space. His thesis focused on expressing a contemporary form of contemplative architecture - Immersive Silence.

More than 20 years since, he has practiced architecture at corporate and boutique firms, in LA and abroad, learning from both efficient and artistic practice, on a range of institutional and residential projects. As a licensed Architect and a LEED certified professional, he brings a deep interest and knowledge in the many ways we can build a more thoughtful, creative and sustainable future.

YEARS OF EXPERIENCE
20+

EDUCATION

MArch, Architecture
Southern California Institute of Architecture

BA, Art History
Northwestern University

REGISTRATIONS/ CERTIFICATIONS

California (CA 36068)

LEED AP

PROFESSIONAL ASSOCIATIONS

American Institute of Architects

NCARB

United States Green Building Council

RELEVANT EXPERIENCE

City of Montclair Fire Station 1; Montclair, CA
Renovation and upgrades to existing 13,915 SF Fire Station facility including new elevator

City of Montclair Fire Station 2; Montclair, CA
Renovation and upgrades to existing ~4,500 SF Fire Station facility

City of Menifee Fire Station 76; Menifee, CA
Renovation and upgrades to existing 4,751 SF Fire Station facility

City of Montclair Public Library; Montclair, CA
Renovation and upgrades to existing 14,101 SF Public Library building

City of Paso Robles Police Administration Buildings; Paso Robles, CA
11,125 SF Police Department Administration and Evidence Storage facilities

Carlsbad High School; Carlsbad, CA (while at Perkins+Will)
100,000 SF renovation of an existing 1950s campus, and the addition of new 2-story classroom wings

UCSD Jacobs Medical Center; San Diego, CA (while at Cannon Design)
500,000 SF addition to the existing community hospital

Culver City High School Robert Frost Auditorium; Culver City, CA (while at Hodgetts & Fung) Renovation of BOH spaces, new catwalk, rigging and HVAC

Christ Cathedral; Orange County, CA (while at Johnson Fain)
Renovation to worship spaces



Kerry Parker, LEED AP BD+C

Principal-In-Charge

Kerry has provided engineering and management leadership to commercial, healthcare, municipal and educational facilities for more than 44 years. His vast experience includes the design and construction of new buildings and tenant improvement projects to existing facilities. He also has a strong background in the infrastructure upgrades, central plants, and master planning. Kerry is also experienced in energy conservation, sustainable and energy efficient design, including preparation and review of USGBC LEED project certification and California Administrative Code Title 24 energy compliance documents.

Project Highlights

- Sunline Transit Agency, Indio, CA, 2,800-sf Office Space and Restroom Area HVAC Upgrade, Indio Site
- Sunline Transit Agency, Indio, CA, 2,200-sf Maintenance Building Addition, New 8-bay Bus Canopy, and 32-bus Parking Space Area
- Sunline Transit Agency, Thousand Palms, CA, Sunline Center of Excellence Maintenance and Training Facility
- County of Riverside, CA, Rubidoux Fleet Services, Admin and Vehicle Maintenance Facility, Including Car Wash, and Fueling Station
- County of Riverside, CA - Purchasing and Fleet Services, On-Call Parks 2022 A/E Services
- San Bernardino County, CA, Lake Arrowhead, CA, 2,400-sf New Pre-fabricated Maintenance Building, Lake Arrowhead
- Confidential Public Utility Company, Corona, CA, 196,000-sf New Satellite Training Facility with Underground Training Labs and 3-level Open Parking Structure, Including a Vehicle Maintenance Facility, and Office Building
- City of Newport Beach, CA, Newport Beach, CA, Newport Beach Utility Yard
- Perris Union High School District, Perris, CA, Bus Maintenance Depot HVAC Replacement
- Ontario Montclair School District, Ontario, CA, Transportation Building Additional Cooling
- UCLA, Los Angeles, CA, Mechanical Systems Replacement, Transportation Services
- State Center Community College District, Fresno, CA, 115,064-sf New West Fresno Campus, Including Two-story Academic Building, Library, and Career Technical Education Building (CTE) with Automotive Technology, Mechanics, and Welding Facilities
- Toyota Motor North America, Inc., Ontario, CA, 700,000-sf Toyota Parts Warehouse Fire Protection

Experience
44 Total, 44 with IMEG

Education
CA State University San Bernardino, BA Environmental Studies

Certifications
LEED Accredited Professional BD+C

Affiliations
ASHRAE
ASME
CA Association of Building Energy Consultants



Josh Massey, LEED AP BD+C, CxA

Project Manager

Josh has more than 26 years of experience in mechanical engineering and project management. He has been responsible for the design and management of several projects, most of which as prime consultant to the project Owner. Project types include the municipal sector, including libraries, police stations, fire facilities and community centers; medical facilities; K-12 public schools; higher education facilities; and multifamily housing. His tasks include managing multiple discipline teams, designing working drawings, writing specifications, bid assistance, and construction management. His project experience also includes LEED/Commissioning, building automation systems, energy analysis and audits, central plant engineering and design, Title-24 compliance, regulatory agency approvals, and project cost estimates.

Project Highlights

- Sunline Transit Agency, Thousand Palms, CA, Sunline Center of Excellence Maintenance and Training Facility
- County of Riverside
  - 24,000-sf New Mead Valley Library, Riverside, CA
  - 55,000-sf New Roy's Desert Resource Center, Palm Springs, CA
  - Victor Miceli Law Library Foundation HVAC and Power Upgrade, Riverside, CA
- San Bernardino County, San Bernardino, CA
  - Juvenile Detention Center Warehouse New Fire Pump Assembly, Pump House and Fire Riser Assembly
  - Museum Humidification Study
- Los Angeles County - Department of Public Works
  - 120,000-sf Treasurer and Tax Collector Warehouse Roof Repairs, City of Industry, CA
  - MEP System Remodel Including New Central Plant Connecting to the Existing Plant, Los Angeles, CA
- City of Daly City, CA, HVAC Replacement, Westlake Library
- City of Fairfield, CA, 6,000-sf New Community Center
- City of Lawndale, CA, HVAC Assessment, City Community Center
- City of Moorpark, CA, 22,000-sf Tenant Improvement, City Hall
- City of Moreno Valley, CA
  - 45,900-sf Public Safety Building HVAC System Upgrade
  - Energy Calculations, Civic Center Amphitheater
- City of Ontario, CA, Expansion Assessment, Ontario Convention Center
- City of San Jose, CA, Infrastructure Upgrades, San Jose Museum of Arts
- Town of Mammoth Lakes, CA, 41,500-sf New Community Center Multi-use Facility

Experience
26 Total, 12 with IMEG

Education
University of California Extension
Riverside, CA, Certificate in AutoCAD

Certifications
LEED AP BD+C, GBCI (25107)
Certified Commissioning Authority (1216-1488), ACG

Affiliations
ASHRAE
USGBC Inland Empire



Craig Chamberlain, MS, PE, SE

Lead Structural Engineer

Craig leads IMEG's structural team located in Los Angeles. He is a registered professional civil and structural engineer with over 29 years of experience in the industry. Craig has a wide range of experience from hundreds of projects in residential, commercial, and industrial industries which also include expertise working with California DSA and HCAI-regulated projects. Craig is a member of the Structural Engineers Association of Southern California (SEAOSC) and served on their Board of Directors as President in 2023-24. With extensive experience in the structural engineering industry, Craig is a recognized leader within the field who is frequently invited to present at industry events and provide expert witness services.

Project Highlights

- Madison County Transit, Granite City, IL, 25,000-sf New Administration Building
- San Bernardino County, CA, Lake Arrowhead, CA, 2,400-sf New Pre-fabricated Maintenance Building, Lake Arrowhead
- San Bernardino County, CA, Bloomington, CA, New Two-story Animal Shelter, Including Animal Housing/Kennels, Future Kennel, and Buildings for Intake, Morgue, Quarantine, Cat, Adoption, and Vet
- San Bernardino County, CA, Victorville, CA, Victor Valley Station Relocation Building Assessment
- San Bernardino County, CA, San Bernardino, CA, Property Assessment & 51,410-sf Building Renovation, 412 W. Hospitality Lane
- San Bernardino County, CA, San Bernardino, CA, 303 W 5th Building Assessment
- San Bernardino County, CA, San Bernardino, CA, Cantilevered Metal Parking Canopy at Twin Peaks Fire Station 26
- San Bernardino County, CA, Hesperia, CA, 30,000-sf Commercial Building Assessment for New High Desert Fire District Headquarters
- County of Los Angeles, CA, Florence-Firestone Community Center 2nd Floor 8,600-sf Tenant Conversion to County Library
- City of Anaheim, CA, Anaheim Police Department Main Station - Perimeter Hardening Project
- City of Anaheim, CA - Department of Public Works, Facility Improvement Design Tenant Improvement, 1041 N. Grove St.
- DGS, Office of Business and Acquisition Services, Los Angeles, CA, Division of State Architect Structural Plan Review Services
- Toyota Motor Sales, USA, Inc., Ontario, CA, Toyota NAPCC Ontario Facility Structural Study
- UCLA, Los Angeles, CA, Master Agreement - Structural Services

Office Location
Los Angeles, CA

Experience
29 Total, 19 with IMEG

Education
The University of Texas at Austin,
MS Structural Engineering
Santa Clara University, BS Civil Engineering

Registrations
Professional Engineer
California (C-58851)
Arizona (60481)
Structural Engineer
California (SE-4588)

Affiliations
SEAOSC - 2023-24 President
SEAOC - 2022-25 Board of Directors
ACE Mentor Program
DSA Approved Plan Review Consultant for Regions I, II, III & IV
California OES - Safety Assessment Program Volunteer



Daphne Huang, PE, LEED AP

Senior Mechanical Engineer

Daphne brings over 21 years of mechanical engineering experience in the design of various commercial, educational, industrial and correctional infrastructure and facilities projects. Her responsibilities include the complete supervision of all aspects of the engineering and design of the heating, ventilating, and air conditioning (HVAC) systems from initial design to project completion, final shop drawings and project punch list. She provides development of contract documents, specifications, as well as client coordination and construction support. She is proficient in Trace 700 and EnergyPro softwares for load calculations and title 24 reports, BLCC for building life-cycle cost analysis, AutoCAD 2018, Microstation V8i, and Revit MEP 2018.

Project Highlights

- Sunline Transit Agency
  - Sunline Center of Excellence Maintenance and Training Facility, Thousand Palms, CA
  - 2,800-sf Office Space and Restroom Area HVAC Upgrade, Indio, CA
- County of Riverside, CA
- 2,900-sf Remodel of 16 Spaces Including Offices, Medical Exam Rooms and Interview Booths, Cois M. Byrd Detention Center, Moreno Valley, CA
- HVAC and Power Upgrades, Victor Miceli Law Library, Riverside, CA
- County of Ventura, CA, Helipad Project, Ventura County Medical Center
- San Bernardino County, CA
  - Dunlop Park Site Improvements, Yucaipa, CA
  - Arrowhead Regional Medical Center Condenser Water Pump VFD Addition, Colton, CA
  - 9,500-sf Sheriff Station Demolition and Renovation Including Office Space, Shower and Locker Room Facilities, Armory, and Evidence Storage Space, Needles, CA
  - 2,500-sf District Attorney Emergency Operations Center Renovation, San Bernardino, CA
  - New Animal Shelter, San Bernardino, CA
- City of Moreno Valley, CA, 45,900-sf Public Safety Building HVAC System Replacement
- City of Manhattan Beach, CA - Public Works Department, Manhattan Beach, CA, 10,500-sf Manhattan Beach Fire Station No. 2
- City of Moorpark, CA, 22,000-sf City Hall Tenant Improvement
- City of San Jose, CA, Tech Interactive Museum Chillers and Cooling Towers Replacement

Experience
21 Total, 6 with IMEG

Education
University of Southern California, Los Angeles, MS Mechanical Engineering

Beijing Polytechnic University, BS Mechanical Engineering

Registrations
Professional Mechanical Engineer
California (34080)

Certifications
LEED Accredited Professional

Affiliations
ASHRAE



Nestor Ignacio, PE

Senior Electrical Engineer

Nestor has more than 33 years of electrical engineering experience for both new and existing municipal, education, corporate, and healthcare facilities. His responsibilities include construction cost estimating, specification writing, construction administration, bidding, and negotiation, and all aspects of electrical engineering and design. Nestor has designed lighting, power, fire alarm, security, radio, intrusion alarm, paging, AV, communication, voice, and data distribution systems including fiber optic backbones and Category 6 copper to workstations. He has been responsible for the design of a number of projects including but not limited to municipal facilities, college campuses, clinics/ hospitals, infrastructure upgrades, and central plants.

Project Highlights

- Sunline Transit Agency
  - 2,200-sf Maintenance Building Addition, New 8-bay Bus Canopy, and 32-bus Parking Space Area, Thousand Palms, CA
  - Sunline Center of Excellence Maintenance and Training Facility, Thousand Palms, CA
- San Mateo County Transit District (SamTrans)
  - North Base and South Base Electrical Infrastructure Engineering Support, San Carlos and South San Francisco, CA
  - Electrical Vehicle Charger Installation (6), Central Garage, San Carlos, CA
  - 10,000-sf North and South Base LED Lighting Upgrades, San Carlos, CA
  - South Base Bus Washer Walls Rehabilitation, San Carlos, CA
  - Demolition of Existing Bus Chargers and Installation of New ABB Chargers, South San Francisco, CA,
- Long Beach Transit, Long Beach, CA, Automatic Transfer Switch
- County of Riverside
  - Rubidoux Fleet Services
  - Mission Square Office Building - Electrical Systems Assessment
  - Parking Lot Lighting - 3857 Harrison Street, Riverside, CA
- City of Riverside, CA
  - 1,000-sf Emergency Operations Center Including Administration, Classroom and Simulated (burning) Buildings
  - Lincoln Police Facility Remodel
- San Bernardino County, CA
  - Sheriff's Station- Gate Control and Security Camera
  - Sheriff's Department Coroner's Division Electrical Upgrade
  - Sheriff's Scientific Investigations Division Crime Laboratory Enhanced Site Observations
  - Sheriff's Department Headquarters and Central Operations Facility HVAC Remodel
  - Facilities Assessment & Energy Analysis – Various Facilities

Experience
33 Total, 25 with IMEG

Education
California State University, Long Beach
BS Electrical Engineering

Registrations
Professional Engineer
California (E16934)

Affiliations
Institute of Electrical and Electronics Engineers
National Society of Professional Engineers
California Society of Healthcare Engineers
ACE Mentor IE Chapter Board Member



Shayan Bigdeli, PE

Plumbing/Fire Protection Engineer

Shayan is a mechanical engineer with ten years of experience. He has expertise in design of plumbing and fire protection systems for various types of buildings including high-rises, office buildings, and commercial kitchens in accordance with Codes, NFPA, ASTM & ASPE Standards.

Shayan has technical expertise in performing inspections for mechanical, sprinkler and standpipe systems, sprayed fire-resistant materials, mastic and intumescent fire-resistant coatings, fire-resistant penetrations, and joints. Shayan is proficient in software including AutoCAD, HydraCALC, HASS, eQuest, Trane Trace, COMcheck, and MS Office, as well as having knowledge of REVIT.

Project Highlights

- San Bernardino County, CA, Twin Peaks, CA, 2,000-sf Assessor Tenant Improvement
- San Bernardino County, CA, Big Bear Lake, CA, 6,000-sf Addition, 4,000-sf Demolished, Interior Remodel, Site Work including Secured Storage, Canopies, Access Roads, Grading, Survey, and Geotech., Big Bear Lake Sheriff's Station
- College of the Desert, Palm Springs, CA, Cultural Center Building Assessment
- New York Police Department, Queens, NY, 20,600-sf Four-acre Tow Pound Facility Reconstruction, including Replacement of the Existing 3-acre Parking Lot
- New York City Police Department, New York, NY, 25,000-sf, Five-story World Trade Center Command Center Restoration
- Roosevelt Island Operating Corp., New York, NY, 75,000-sf Sportspark Facility Renovation with a Swimming Pool, Full-size Gymnasium, an Exercise Room, Multi-purpose Studio, and Outdoor Basketball Court

Experience
11 Total, 7 with IMEG

Education
NYU Polytechnic School of Engineering, MS Mechanical Engineering

Science and Research University, BS Mechanical Engineering

Registrations
Professional Engineer
California (43066)
New York (101206)

APPENDIX B — SUPPLEMENTAL MATERIALS

The following materials document the professional achievements, recognition, and civic engagement of BFK Principal Brian F. Knight, AIA, LEED AP. The awards, publications, and affiliations listed below span work performed at BFK Architecture + Planning and prior architectural offices, and reflect a consistent record of design excellence across municipal, civic, and institutional project types. Brian's work has been recognized by the American Institute of Architects at both the chapter and national academy levels, published in major architectural and general press, and acknowledged through competitive academic fellowships. His ongoing service as a City of Pasadena Design Commissioner reflects a personal commitment to the quality of the built environment that he brings to every client engagement.

AWARDS

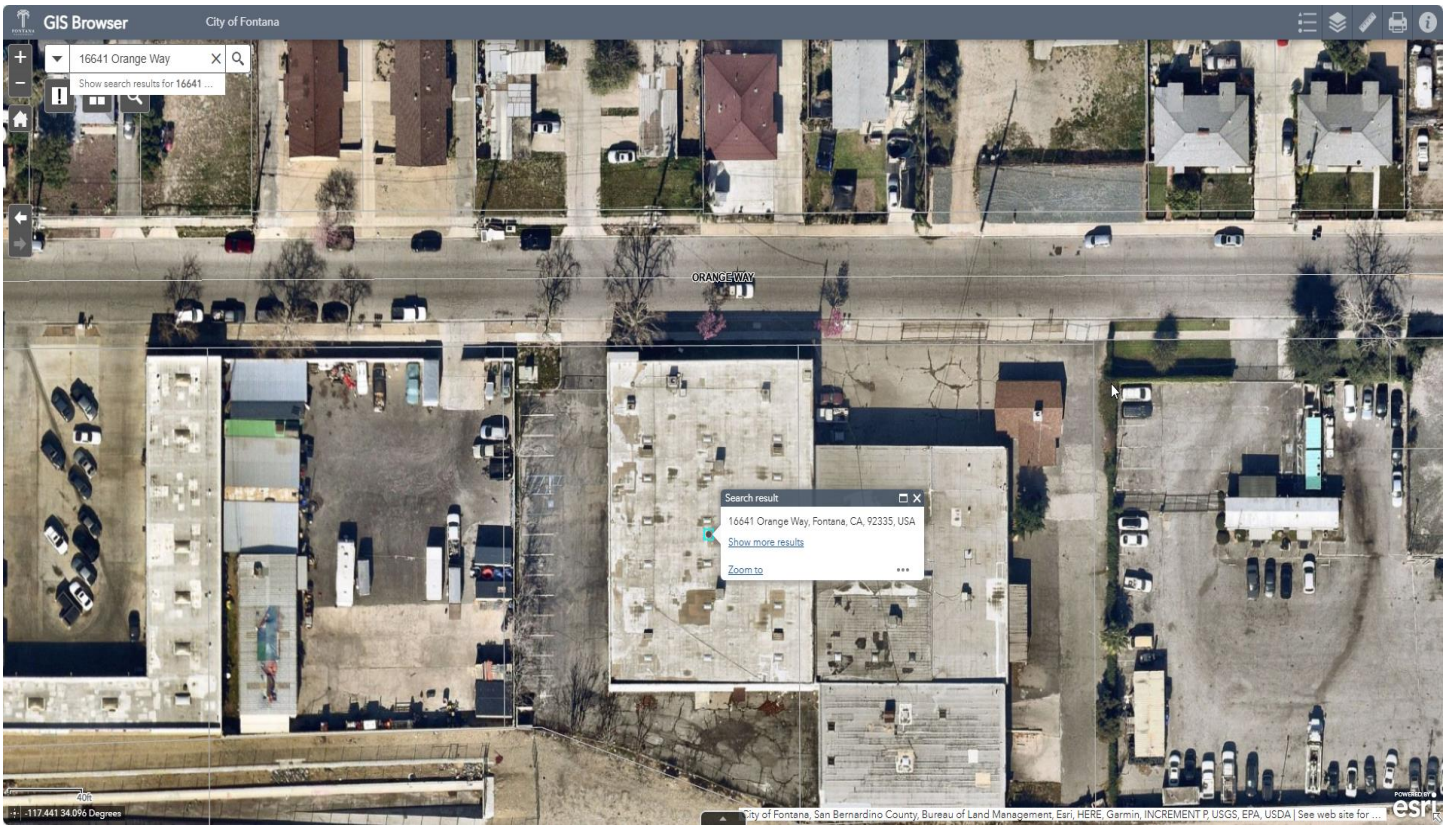
- AIA Pasadena & Foothill Chapter, Design Excellence Award, 2013
  Modesto Junior College Student Services and Administration Building
- AIA Sierra Valley Chapter, Design Excellence Award, 2013
  Modesto Junior College Student Services and Administration Building
- AIA Academy of Architecture for Justice Award, Citation of Excellence, 2012
  Polytechnic Heights Neighborhood Police Center
- AIA Justice Facilities Review Award, Citation of Merit, 2008
  Polytechnic Heights Neighborhood Police Center
- AIA Justice Facilities Review Award, Citation of Merit, 2008
  Dallas South Central Police Station
- AIA Pasadena & Foothill 2008 Design Award, Merit Award, 2008
  Dallas South Central Police Station
- SOM Travelling Fellowship, Winner, 2005
  Skidmore, Owing & Merrill Foundation, Chicago
- Berkeley Prize, First Prize, 2005
  University of California at Berkeley: www.BerkeleyPrize.org; Berkeley, CA
- AIA/AAF Henry Adams Medal, 2005
  Southern California Institute of Architecture; Los Angeles, CA
- Ray Kappe Scholarship for outstanding academic achievement, 2005
  Southern California Institute of Architecture; Los Angeles, CA
- SCI-ARC Graduation with Distinction Award, 2005
  Southern California Institute of Architecture; Los Angeles, CA

PUBLICATIONS

- Los Angeles Times, Dec. 31, 2013; "A Design in Transit" — LACMTA Station Design
- Los Angeles Times, Dec. 21, 2013; "Metro Rail Stations are Being Planned with Design in Mind" — LACMTA Station Design
- Architects Newspaper, Dec. 18, 2013; "Snap Fit" — LACMTA Station Design
- Metal Magazine, May/June 2010; "Beam Up" — Lancaster Public Safety Building
- Ideas + Buildings Vol. 1, 2009 — Lancaster Public Safety Building
- Almanac of Architecture and Design, 2006 "The Belmont Tunnel and Toluca Yard"
- 2x8: Groundworks Exhibition, 2006, A+D Museum; Los Angeles, CA 2006

AFFILIATIONS

- California Architects License CA 32906
- Leadership in Energy and Environmental Design (LEED) v2.2
- Green Building Certification Institute LEED AP 10569078
- City of Pasadena Design Commission - Commisioner, District 7 (2025-)
- City of South Pasadena Natural Resources Commission - Commissioner (2012-2014)


GIS Browser
City of Fontana
16641 Orange Way
Show search results for 16641 ...
ORANGE WAY
Search result
16641 Orange Way, Fontana, CA, 92335, USA
Show more results
Zoom to
40ft
-117.441 34.096 Degrees
City of Fontana, San Bernardino County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | See web site for ...
esri

File #: 26-0871
Agenda #: G.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Authorize the Purchase of Next-Generation Firewalls to Replace End-of-Life Firewalls

RECOMMENDATION:

1. Authorize the Purchasing Division to procure next-generation firewall hardware utilizing Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Authorize the Purchasing Division to use the OMNIA Partners Contract #01-154 to purchase a pair of replacement firewalls from authorized reseller NowTech Solutions of Sacramento, CA, including all required licensing, maintenance, and support in the amount of $126,744.31.

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.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The City's perimeter firewalls serve as the primary security barrier protecting internal technology systems by inspecting and securing all inbound and outbound network traffic across departments, including public safety, financial systems, and enterprise applications.

The existing firewall pair, installed over six years ago, is reaching end-of-life (EOL) and will soon no longer receive vendor updates, security patches, or technical support. As a result, the City will be unable to utilize modern threat protection capabilities, and the devices are limited to basic, legacy functionality. In addition, replacement parts are increasingly difficult to obtain, increasing the risk of extended outages in the event of hardware failure.

Beyond security concerns, the current firewalls cannot process network speeds above 1 Gbps. The City is actively pursuing an upgrade of its Internet connection to 5 Gbps or higher to support cloud services, digital initiatives, remote work, and system integrations. Without replacement, the existing firewalls would create a significant bottleneck, limiting the return on the City's planned investment in

upgraded Internet services.

To address these issues, staff recommends replacing the aging firewall pair with a modern, high-capacity solution that provides continued vendor support, advanced security capabilities, high-availability failover, and sufficient throughput to meet current and future network demands.

This replacement is a planned lifecycle upgrade that maintains existing service levels rather than expanding programs or scope. It ensures the City can continue to deliver reliable services, protect sensitive data, and support critical operations.

Failure to replace the firewalls will result in increased cybersecurity risk, reduced system performance, potential service disruptions, and higher emergency replacement costs.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $126,744.31 and funds for this purchase are included in the Innovation and Technology Department's Hardware Replacement Program in Project #02621003.

MOTION:
Approve staff recommendation.

FortiGate-701G 5 Year Enterprise Protection

by James O'Neill
NowTech Solutions
joneill@nowtechitsolutions.com
2108 N St Ste N
Sacramento, CA 95816

for Chris Ulreich
City of Fontana
culreich@fontanaca.gov
8353 Sierra Ave.
8353 Sierra Ave. Fontana CA 92335
United States of America
Fontana, CA 92335
United States of America

	Manufacturer SKU	Description	Mfg	Price	Qty	Ext. Price
1	FG-701G	**FortiGate-701G 4 x 25G SFP28 slots, 4 x 10GE SFP+ slots, 16 X 1G SFP slots, 8 x 5G BASE-T RJ45 ports, 2 x RJ45 ports (Incl. HA 2.5G and MGMT 1G), SPU NP7 and CP10 hardware accelerated, 960GB onboard SSD storage, dual AC power supplies**	Fortinet, Inc.	$ 13,492.41	2	$ 26,984.82
2	FC-10-G7H1G-950-02-60	**FortiGate-701G 5 Year Unified Threat Protection (UTP) (IPS, Advanced Malware Protection, Application Control, URL, DNS & Video Filtering, Antispam Service, and FortiCare Premium)**	Fortinet, Inc.	$ 48,699.16	2	$ 97,398.32
3		**Omnia Partners Contract #01-154**		$ 0.00	1	$ 0.00

FortiGate-701G 5 Year Enterprise Protection

Prepared by:

James O'Neill
NowTech Solutions
joneill@nowtechitsolutions.com
2108 N St Ste N
Sacramento, CA 95816

Prepared for:

Chris Ulreich
City of Fontana
culreich@fontanaca.gov
8353 Sierra Ave.
8353 Sierra Ave. Fontana CA 92335
United States of America
Fontana, CA 92335
United States of America

Quote Information:

NTSQ1040
Delivery Date:04/02/2026
Expiration Date: 04/10/2026

Solution Subtotal	$ 124,383.14
Sales Tax	$ 2,361.17
Shipping	$ 0.00
Total	**$ 126,744.31**
Payment Terms	NET 30

NowTech Solutions Terms and Conditions
Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. Payment Terms are Net 30. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein. This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between NowTech Solutions (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein. The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein.
Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services. Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

Sales and Use Tax Responsibility.
Seller does not collect sales tax in jurisdictions where Seller does not have a legal obligation to do so ("non-nexus jurisdictions"). In such cases, Customer is solely responsible for determining, reporting, and remitting any applicable use tax, sales tax, excise tax, or similar transaction-based taxes imposed by state, local, or other taxing authorities. Customer agrees to indemnify and hold Seller harmless from any liability, penalties, interest, or assessments arising from Customer's failure to remit such taxes.

You may access the current version of the terms and conditions at any time by visiting http://nowtechitsolutions.com/legal.

The parties, acting through their authorized officers, hereby execute this Agreement.

City of Fontana	NowTech Solutions
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____
Title _____	Title: _____

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Fortinet, Inc.
ATTN: Jerilyn Bailey
899 Kifer Road
Sunnyvale, CA 94086

Dear Jerilyn:

Region XIV Education Service Center is happy to announce that Fortinet, Inc. has been awarded an annual contract for IT Security Products and Data Protection Solutions on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Fortinet, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Docusign Envelope ID: 79999991-8B9D-4CDF-A9AF-8EF8D288ADE1

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Mr. Felix Alvarez
Director of SLED Contracts
Fortinet, Inc.
899 Kifer Road
Sunnyvale, CA 94086

Sent via email to: falvarez@fortinet.com

Re: Renewal of Region 14 ESC Contract #01-154, IT Security Products and Data Protection Solutions

Dear Mr. Alvarez:

Region 14 Education Service Center is pleased to announce that it is renewing contract #01-154, IT Security Products and Data Protection Solutions for the period December 1, 2025, through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

File #: 26-0889
Agenda #: H.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Authorize the Renewal of Licensing and Maintenance for Firewall Systems

RECOMMENDATION:
1. Authorize the Purchasing Division to utilize the OMNIA Partners IT Solutions, Products, and Services Contract #2024056-02 to renew licensing, maintenance, and support for the City's Palo Alto firewall and SD-WAN systems in accordance with Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Approve the purchase from SHI International in the amount of $102,925.60.

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 City relies on its Palo Alto firewalls and Software Defined Wide Area Network (SD-WAN) platforms as core components of its cybersecurity and network infrastructure. These systems provide secure connectivity between City facilities, protect internal applications and data, and support critical public safety and administrative operations.

Licensing and maintenance for these systems must be renewed annually to ensure continued access to essential security features, vendor support, software updates, and threat prevention services. Without active licensing, the City would lose access to key protections that defend against modern cybersecurity threats and ensure reliable communication between sites. Renewal also guarantees that hardware and software remain fully supported, reducing the risk of outages and ensuring timely assistance in the event of technical issues.

This renewal represents a planned continuation of services rather than an expansion of capabilities and ensures that essential security and connectivity systems remain fully functional.

FISCAL IMPACT:
Funds are included in the Innovation & Technology Department's FY25/26 operating budget account

10226206 8035 in the amount of $102,925.

MOTION: -
Approve staff recommendation.

Pricing Proposal
Quotation #: 27285916
Created On: 3/13/2026
Valid Until: 6/10/2026

CA-City of Fontana

Chris Ulreich
8353 SIERRA AVENUE
ATTN: ACCOUNTS PAYABLE
Fontana, CA 92335
United States
Phone: 9093507658
Fax:
Email: culreich@fontanaca.gov

Account Executive

Ryan Heda
SHI HQ
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-850-2735
Fax:
Email: ryan_heda@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ADV THREAT PREV SUB FOR DEV IN AN HA PAIR RNWL PA-3260 Palo Alto Networks - Part#: PAN-PA-3260-ATP-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009143 Coverage Term: 3/7/2026 – 3/6/2027	1	$8,765.23	$8,765.23
2	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP RENEWAL PANORAMA 25 Palo Alto Networks - Part#: PAN-SVC-PREMUSG-PRA-25-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 000702746102 Coverage Term: 3/5/2026 – 3/4/2027	1	$2,507.56	$2,507.56
3	SUB ADV URL FILT 1YR PA-3260 HA PAIR RNWL Palo Alto Networks - Part#: PAN-PA-3260-ADVURL-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009138 Coverage Term: 3/8/2026 – 3/7/2027	1	$8,765.23	$8,765.23
4	SUB ADV URL FILT 1YR PA-3260 HA PAIR RNWL Palo Alto Networks - Part#: PAN-PA-3260-ADVURL-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009143 Coverage Term: 3/8/2026 – 3/7/2027	1	$8,765.23	$8,765.23
5	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP RENEWAL PA-3260 Palo Alto Networks - Part#: PAN-SVC-PREMUSG-3260-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009138 Coverage Term: 3/5/2026 – 3/4/2027	1	$9,480.51	$9,480.51
6	FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP RENEWAL PA-3260 Palo Alto Networks - Part#: PAN-SVC-PREMUSG-3260-R	1	$9,480.51	$9,480.51

	Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009143 Coverage Term: 3/5/2026 – 3/4/2027			
7	SD-WAN SUB FOR DEV IN AN HA PAIR RNWL PA-3260 Palo Alto Networks - Part#: PAN-PA-3260-SDWAN-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009138 Coverage Term: 3/8/2026 – 3/7/2027	1	$5,846.02	$5,846.02
8	SD-WAN SUB FOR DEV IN AN HA PAIR RNWL PA-3260 Palo Alto Networks - Part#: PAN-PA-3260-SDWAN-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009143 Coverage Term: 3/8/2026 – 3/7/2027	1	$5,846.02	$5,846.02
9	ADV WILDFIRE SUB FOR DEV IN AN Palo Alto Networks - Part#: PAN-PA-3260-AWF-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009138 Coverage Term: 3/8/2026 – 3/7/2027	1	$8,765.23	$8,765.23
10	ADV WILDFIRE SUB FOR DEV IN AN Palo Alto Networks - Part#: PAN-PA-3260-AWF-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009143 Coverage Term: 3/8/2026 – 3/7/2027	1	$8,765.23	$8,765.23
11	ADV THREAT PREV SUB FOR DEV IN AN HA PAIR RNWL PA-3260 Palo Alto Networks - Part#: PAN-PA-3260-ATP-HA2-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 016401009138 Coverage Term: 3/8/2026 – 3/7/2027	1	$8,765.23	$8,765.23
12	PA-440 FOR US GOVERNMENT ACCOUNTS ONLY PREMIUM SUPP 1 YEAR Palo Alto Networks - Part#: PAN-SVC-PREMUSG-440-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 021201154327 Coverage Term: 3/5/2026 – 3/4/2027	1	$318.26	$318.26
13	PA-440 PRECISION AI NETWORK Security Subscription Renewal Palo Alto Networks - Part#: PAN-PA-440-BND-PRECISIONAI-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 021201154327 Coverage Term: 3/5/2026 – 3/4/2027	1	$957.87	$957.87
14	PA-440 PREMIUM SUPP 1 YEAR (12 MONTHS) TERM RENEWAL Palo Alto Networks - Part#: PAN-SVC-PREM-440-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 021201064818 Coverage Term: 3/5/2026 – 3/4/2027	1	$303.80	$303.80
15	PA-440 SD-WAN SUB 1YR 12MO TERM RNWL	1	$228.07	$228.07

Palo Alto Networks - Part#: PAN-PA-440-SDWAN-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 021201064818
Coverage Term: 3/8/2026 – 3/7/2027

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16 PA-440 ADV WILDFIRE SUB 1YR 12MO TERM RNWL — 1 — $345.90 — $345.90
Palo Alto Networks - Part#: PAN-PA-440-AWF-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 021201064818
Coverage Term: 3/8/2026 – 3/7/2027

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17 PA-440 ADV URL FILT SUB 1YR 12MO TERM RNWL — 1 — $345.90 — $345.90
Palo Alto Networks - Part#: PAN-PA-440-ADVURL-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 021201064818
Coverage Term: 3/8/2026 – 3/7/2027

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18 PA-440 ADV THREAT PREV SUB 1YR 12MO TERM RNWL — 1 — $345.90 — $345.90
Palo Alto Networks - Part#: PAN-PA-440-ATP-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 021201064818
Coverage Term: 3/8/2026 – 3/7/2027

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19 PA-1410 ADVANCED WILD FIRE SUBS FOR ONE (1) DEVICE IN AN HA PAIR 1 — 1 — $2,520.89 — $2,520.89
Palo Alto Networks - Part#: PAN-PA-1410-AWF-HA2-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 026709008682
Coverage Term: 2/20/2026 – 2/19/2027

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20 PA-1410 ADVANCED WILD FIRE SUBS FOR ONE (1) DEVICE IN AN HA PAIR 1 — 1 — $2,520.89 — $2,520.89
Palo Alto Networks - Part#: PAN-PA-1410-AWF-HA2-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 026709008928
Coverage Term: 2/20/2026 – 2/19/2027

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21 PA-1410 ADVD THREAT FOR ONE (1) DEVICE IN AN HA PAIR 1YR TERMRNWL — 1 — $2,520.89 — $2,520.89
Palo Alto Networks - Part#: PAN-PA-1410-ATP-HA2-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 026709008682
Coverage Term: 2/20/2026 – 2/19/2027

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22 PA-1410 ADVD THREAT FOR ONE (1) DEVICE IN AN HA PAIR 1YR TERMRNWL — 1 — $2,520.89 — $2,520.89
Palo Alto Networks - Part#: PAN-PA-1410-ATP-HA2-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 026709008928
Coverage Term: 2/20/2026 – 2/19/2027

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23 PA-1410 PREMIUM SUPP 1 YEAR (12 MONTHS) TERM RENEWAL — 1 — $2,122.17 — $2,122.17
Palo Alto Networks - Part#: PAN-SVC-PREM-1410-R
Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Serial #: 026709008682
Coverage Term: 2/20/2026 – 2/19/2027

24	PA-1410 PREMIUM SUPP 1 YEAR (12 MONTHS) TERM RENEWAL Palo Alto Networks - Part#: PAN-SVC-PREM-1410-R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Serial #: 026709008928 Coverage Term: 2/20/2026 – 2/19/2027	1	$2,122.17	$2,122.17

Total $102,925.60

Additional Comments

Palo Alto has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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

Information Technology Solutions, Products and Services
Executive Summary

Lead Agency: City of Mesa

Solicitation: 2024056

RFP Issued: November 16, 2023

Pre-Proposal Date: November 30, 2023

Response Due Date: December 19, 2023

Proposals Received: 11

Awarded to: SHI International and CDW Government

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

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

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

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

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

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

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

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

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

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

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

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

Term:

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

Pricing/Discount:

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

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

File #: 26-0897
Agenda #: I.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Resolution of the City Council of the City of Fontana, California Approving a Purchase and Sale Agreement Between the City of Fontana and SA Golden Investments, Inc. for Assessor's Parcel Numbers 0228-151-62-0000 and 0228-151-66-0000

RECOMMENDATION:

1. Adopt **Resolution No. 2026-028**, approving a Purchase and Sale Agreement between the City of Fontana and SA Golden Investments, Inc. for Assessor's Parcel Numbers 0228-151-62-0000 and 0228-151-66-0000.

2. Authorize the City Manager to sign any documents necessary or appropriate to approve and enter into a Purchase and Sale Agreement.

COUNCIL GOALS:

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

DISCUSSION:
This staff report pertains to 458.38 square feet of City-owned land on the east side of Lieutenant Corporal Fernando Temayo Drive, located west of Citrus Avenue. The land includes two separate pieces of land, as shown in Exhibit B of the previously approved Resolution 2025-107 (Declaration of Surplus Land). The first area contains 22.78 square feet, and the second area contains 435.6 square feet. The two pieces of land are adjacent to Assessor Parcel Number 0228-151-02-0000 and make up the remnant portions of property set aside through Final Tract Map 17389 that was previously dedicated in fee to the City for landscape and maintenance purposes. The City no longer needs these two pieces of land for landscape and maintenance purposes and they have already been declared exempt surplus land per approved Resolution No. 2025-107. The Buyer previously made an unsolicited offer to purchase this currently vacant and undeveloped exempt surplus property for $2,500.00 based on an Appraisal attached to this report.

The City of Fontana ("City") has negotiated a Purchase and Sale Agreement ("PSA") with SA Golden Investments, Inc. ("Buyer") regarding the purchase and sale of certain real property identified as Assessor's Parcel Numbers 0228-151-62-0000 and 0228-151-66-0000 ("Property"). The City desires to sell the Property to Buyer under the terms set forth in the PSA.

Staff has reviewed the terms and conditions of the PSA and determined that the agreement is fair, reasonable, and in the best interests of the City and the public. City will pay an amount, not to exceed, the appraised value of the properties towards the combined total cost and expenses incurred in the escrow transaction. Buyer agrees to pay all other costs of escrow which exceed the appraised value of the properties. Staff recommends approval of the PSA to allow the sale of the Property to proceed in accordance with the negotiated terms.

FISCAL IMPACT:
The appraised value of the properties, $2,500.00, would result in revenue to the City of Fontana. The City will contribute, up to, the appraised value of the properties towards costs and expenses during the escrow transaction. Buyer shall pay all other costs of escrow which will result in no fiscal impact to the City.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-028

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF FONTANA AND SA GOLDEN INVESTMENTS FOR ASSESSOR'S PARCEL NUMBERS 0228-151-62-0000 & 0228-151-66-0000.

WHEREAS, the City of Fontana ("City"), has negotiated a Purchase and Sale Agreement ("PSA") with SA Golden Investments ("Buyer") regarding the purchase and sale of certain real property and related rights and interests for Assessor's Parcel Numbers 0228-151-62-0000 & 0228-151-66-0000 ("Property"); and

WHEREAS, City desires to sell the Property to Buyer upon the terms and conditions set forth in the PSA; and

WHEREAS, the City has determined that the terms and conditions of the PSA are fair, reasonable and in the best interests of the parties.

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. The City Council finds that the sale of the subject property is for the purpose of constructing a single-family residence and therefore the whole of the project, which includes the construction of the single-family residence, is categorically exempt from further environmental review pursuant to CEQA Guidelines § 15303 (New Construction or Conversion of Small Structures). The City Council further finds that none of the exceptions set forth in CEQA Guidelines § 15300.2 apply to the project.

Section 3. Approvals. The City Council of the City of Fontana hereby approves the PSA and authorizes the City Manager to execute the PSA, and all related documents, and to take any actions deemed necessary or appropriate to carry out the intent of the foregoing PSA and to consummate the transactions contemplated by the PSA.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 5. 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 6. Certification. The City Clerk shall certify the adoption of this Resolution.

Section 7. 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 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 28th day of April 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

Docusign Envelope ID: 40B1E350-E557-48C3-9C78-FC5EB69A0986

RESOLUTION NO. 2025-107

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF FONTANA LOCATED AS SHOWN ON THE ATTACHED LEGAL DESCRIPTION IS EXEMPT SURPLUS LAND FOR PURPOSES STATED HEREIN AND FINDING THAT SUCH DECLARATION AND AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, the City of Fontana (the "City") is the owner of that certain real property, which consists of approximately 458.38 square feet, and is more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is less than one half acre in area, or 21,780 square feet, and it is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the City no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code, section 54220 *et seq.* (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code, section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the City for which the City Council will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and is not necessary for the City's use; and

WHEREAS, the Property may be declared exempt surplus land if it is less than one-half acre in area and it is not contiguous to state or local agency property used for open-space or low- or moderate-income housing (Government Code, section 54221(f)(1)(B)); and

WHEREAS, the Property does not meet any of the criteria listed in Government Code section 54221(f)(2).

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

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby finds that (i) the Property is no longer necessary for the City's use, and (ii) the Property is smaller than one-half acre in area

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because it is a total of 458.38 square feet, and it is not contiguous to state or local agency property used for open-space or low- or moderate-income housing.

Section 3. The City Council therefore declares that the Property is exempt surplus land pursuant to section 54221(f)(1)(B) of the Act.

Section 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code, Section 21000 *et seq.*) ("CEQA"). Agency staff has determined that the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3), because it is not a project as defined by the CEQA Guidelines, Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Section 5. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 6. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 9th day of December, 2025.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran
_____
City Attorney

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

AYES: Mayor Warren, Mayor Pro Tem Garcia, Council Members Cothran, Roberts and Sandoval
NOES: None
ABSENT: None
ABSTAIN: None

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Germaine Key
City Clerk of the City of Fontana

Aquanetta Warren
Mayor of the City of Fontana

ATTEST:

Germaine Key
City Clerk

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EXHIBIT “A”

LEGAL DESCRIPTION

PROPERTY ACQUISITION

LOTS “E” AND “I” OF TRACT MAP NO. 17389, RECORDED IN MAP BOOK 335, PAGES 70 THROUGH 72, RECORDS OF SAN BERNARDION COUNTY, STATE OF CALIFORNIA

ATTACHED HERETO AND MADE A PART OF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT “B”.

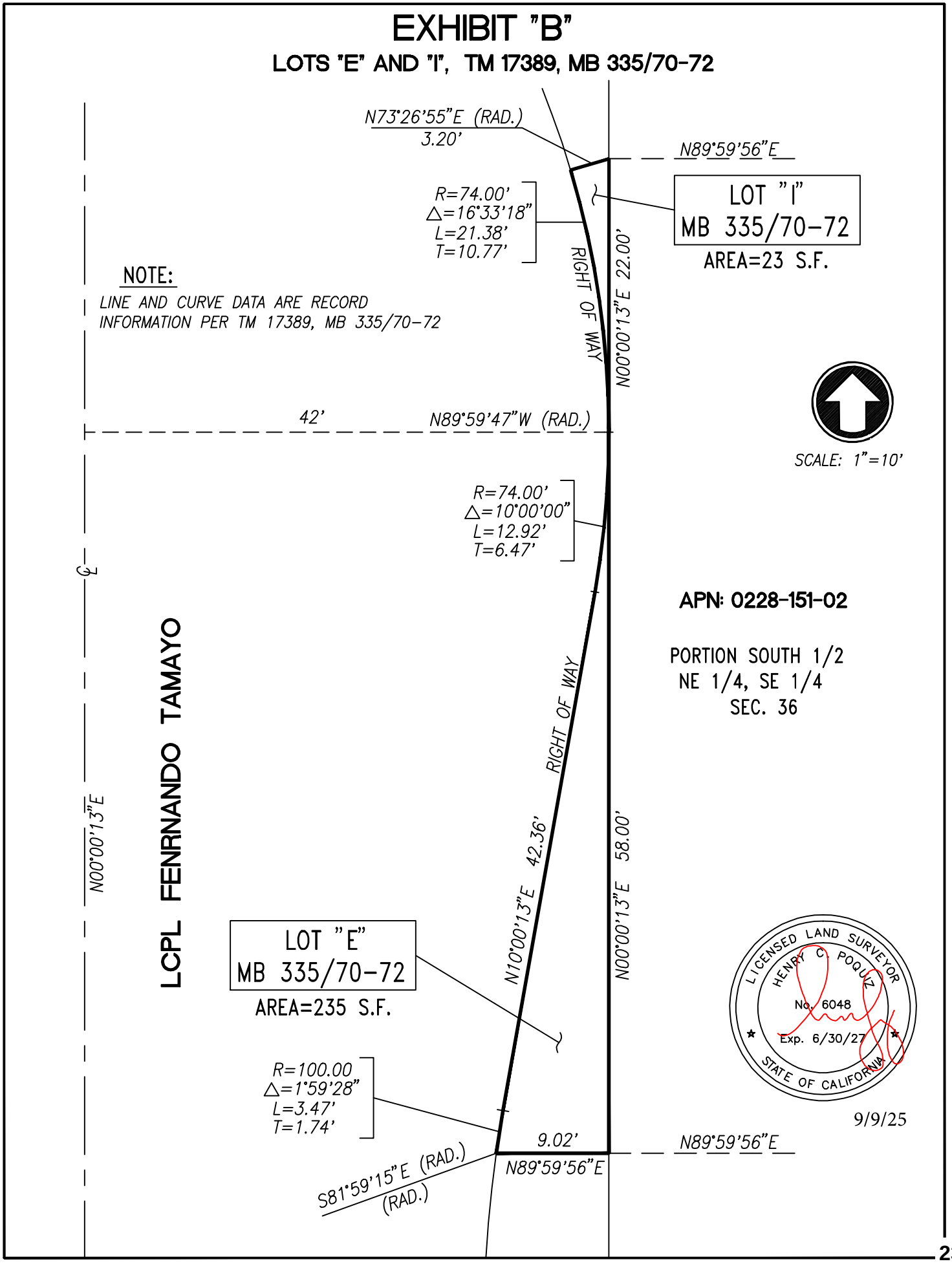


9/9/25

Docusign Envelope ID: 40B1E350-E557-48C3-9C78-FC5EB69A0986

EXHIBIT "B"

LOTS "E" AND "I", TM 17389, MB 335/70-72



Certificate Of Completion

Envelope Id: 40B1E350-E557-48C3-9C78-FC5EB69A0986
Status: Completed
Subject: Please Sign Resolution 2025-107
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
City Clerk
8353 Sierra Avenue
Fontana, CA 92335
clerks@fontana.org
IP Address: 192.146.186.99

Record Tracking

Status: Original
12/10/2025 | 05:48 PM
Holder: City Clerk
clerks@fontana.org
Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Duran ruben.duran@bbklaw.com City Attorney Signing Group: Attorney Signing Group Security Level: Email, Account Authentication (None)	Ruben Duran Signature Adoption: Pre-selected Style Using IP Address: 74.116.243.2	Sent: 12/10/2025 | 05:48 PM Viewed: 12/14/2025 | 08:52 AM Signed: 12/14/2025 | 08:53 AM
Electronic Record and Signature Disclosure: Accepted: 12/14/2025 | 08:52 AM ID: e25022c6-59c8-413e-a7d4-90ccc1320c7d		
Aquanetta Warren awarren@fontanaca.gov Security Level: Email, Account Authentication (None)	Aquanetta Warren Signature Adoption: Pre-selected Style Using IP Address: 2603:8000:5043:ccad:f050:435:577c:2d1 Signed using mobile	Sent: 12/14/2025 | 08:54 AM Resent: 12/15/2025 | 08:30 AM Viewed: 12/16/2025 | 06:39 AM Signed: 12/16/2025 | 06:39 AM
Electronic Record and Signature Disclosure: Accepted: 3/4/2024 | 03:46 PM ID: 2f5234cd-d728-427a-ac1f-39a372a2f02c		
Germaine Key gkey@fontanaca.gov City Clerk Security Level: Email, Account Authentication (None)	Germaine key Signature Adoption: Pre-selected Style Using IP Address: 2600:1012:b152:b825:a145:ace0:6dd6:6d66 Signed using mobile	Sent: 12/16/2025 | 06:39 AM Viewed: 12/16/2025 | 01:22 PM Signed: 12/16/2025 | 01:23 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2025 | 01:22 PM ID: 30e2c64e-a814-4f58-93d6-fa4c5d2a2a78		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Rudsell crudsell@fontanaca.gov City Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 | 01:23 PM
Susana Gallardo sgallardo@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 | 01:23 PM
Wendy Duenas wduenas@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 | 01:23 PM
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/13/2025 | 09:11 AM ID: 9f035d03-49e5-450e-a3a3-08fc43673653	COPIED	Sent: 12/16/2025 | 01:23 PM
Sylvia Frausto sfrausto@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/7/2024 | 12:50 PM ID: 49c9388a-6e97-416a-b046-b52c62aa748b	COPIED	Sent: 12/16/2025 | 01:23 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/10/2025 | 05:48 PM
Certified Delivered	Security Checked	12/16/2025 | 01:22 PM
Signing Complete	Security Checked	12/16/2025 | 01:23 PM
Completed	Security Checked	12/16/2025 | 01:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

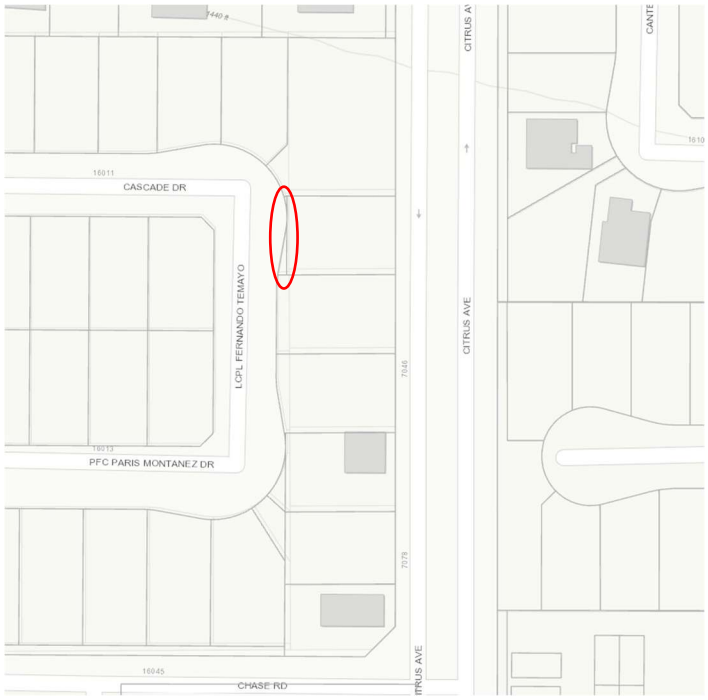
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

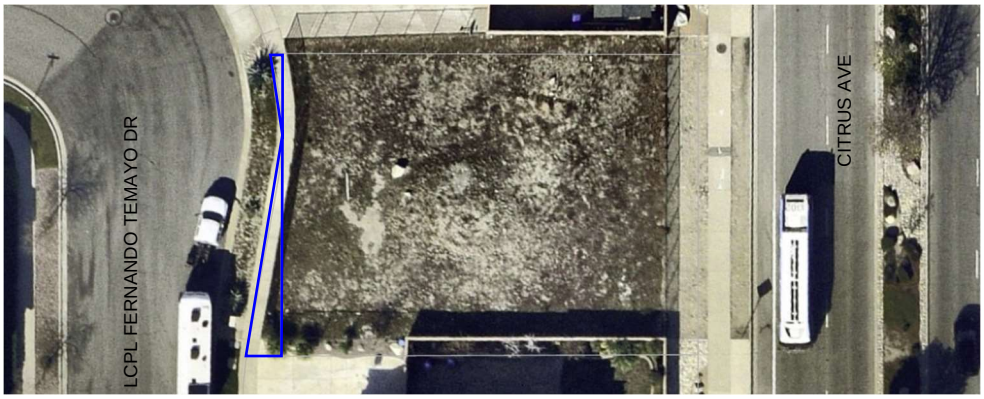
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

City of Fontana, California



Vicinity Map

Not to Scale



Location Map

INVOICE

FROM:

S & S Appraisal Services Inc.
15785 Rock Point Ln
Fontana, CA 92336-4576

Telephone Number: (714) 936-9243 **Fax Number:** (888) 389-7965

TO:

Zozo Communities, Inc

E-Mail:
Telephone Number: **Fax Number:**
Alternate Number:

INVOICE NUMBER	
0228-151-62-0000	
DATES	
Invoice Date:	11/10/2025
Due Date:	
REFERENCE	
Internal Order #:	
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	0228-151-62-0000
Other File # on form:	0228-151-66-0000
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Zozo Communities, Inc (Client) **Client:** Zozo Communities, Inc
Purchaser/Borrower: Zozo Communities, Inc (Client
Property Address: 0 LCPL Fernando Tamayo
City: Fontana
County: San Bernardino **State:** CA **Zip:** 92336
Legal Description: Tract 17389 Lot E Book 335 Page 70 For Landscape And Maintenance Purposes Only

FEES	AMOUNT
	400.00
SUBTOTAL	400.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	400.00
		SUBTOTAL	400
		TOTAL DUE	$ 0.00

APPRAISAL OF REAL PROPERTY

LOCATED AT

0 LCPL Fernando Tamayo
Fontana, CA 92336
Tract 17389 Lot E Book 335 Page 70 For Landscape And Maintenance Purposes Only

FOR

Zozo Communities, Inc

OPINION OF VALUE

2,500

AS OF

11/08/2025

BY

Kirk Smith
S & S Appraisal Services Inc
15785 Rock Point Ln
Fontana, CA 92336-4576
714-936-9243
kirksmith1@Live.com

LAND APPRAISAL SUMMARY REPORT

0228-151-66-0000
File No.: 0228-151-62-0000

SUBJECT

Property Address: 0 LCPL Fernando Tamayo | City: Fontana | State: CA | Zip Code: 92336
County: San Bernardino | Legal Description: Tract 17389 Lot E Book 335 Page 70 For Landscape And Maintenance Purposes Only
Assessor's Parcel #: 0228-151-62 & 66-0000 | Tax Year: 2024 | R.E. Taxes: $ 0 | Special Assessments: $ 0
Market Area Name: San Bernardino | Map Reference: 40140 | Census Tract: 0023.10
Current Owner of Record: City Of Fontana | Borrower (if applicable): Zozo Communities, Inc (Client
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable
If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: *Market Value*
Intended User(s) (by name or type): Zozo Communities, Inc & The City Of Fontana
Client: Zozo Communities, Inc | Address: N/A
Appraiser: Kirk Smith | Address: 15785 Rock Point Ln, Fontana, CA 92336-4576

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy		One-Unit Housing			Present Land Use		Change in Land Use	
						PRICE $(000)		AGE (yrs)				
Location:	☐ Urban	☒ Suburban	☐ Rural	☒ Owner	95				One-Unit	70 %	☐ Not Likely	
Built up:	☐ Over 75%	☒ 25-75%	☐ Under 25%	☐ Tenant	5				2-4 Unit	5 %	☒ Likely *	☐ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Vacant (0-5%)		480	Low	0	Multi-Unit	10 %	* To: Residential	
Property values:	☐ Increasing	☒ Stable	☐ Declining	☒ Vacant (>5%)		2,600	High	79	Comm'l	10 %		
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply			850	Pred	11	Vacant Lnd	5 %		
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.	N/A		N/A			N/A	0 %		

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: Redfin Indicates The Medium Price In The Subjects Neighborhood Has Decreased Only 0.056% In The Past 12 Months To $701,000 *Indicating A Stable Market* ,With Market Trends Over The Past 90 Days Also Showings Signs Of Stabilization With An Absorption Rate Of 15.5.

SITE DESCRIPTION

Dimensions: See plat Map | Site Area: 480 Sq.Ft.
Zoning Classification: Single Family (R-1) | Description: Landscape And Maintenance Purposes Only
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements
Uses allowed under current zoning: Landscape And Maintenance Purposes Only/Single Family
Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ 0/ 0
Comments: N/A
Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Landscape And Maintenance To Residential
Actual Use as of Effective Date: Landscape And Maintenance | Use as appraised in this report: Landscape And Maintenance
Summary of Highest & Best Use: Based On The Current Zoning And Neighborhood Characteristics, The Highest And Best Use Of The Subject Property Would Be Its Current Use. The Reasonably Probable And Legal Use Of Property, That Is Physically Possible, Appropriately Supported, And Financially Feasible, And That Results In The Highest t Value. (Residential)

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	Unknown
Gas	☒	☐	Unknown
Water	☒	☐	Unknown
Sanitary Sewer	☒	☐	Unknown
Storm Sewer	☒	☐	Unknown
Telephone	☒	☐	Unknown
Multimedia	☒	☐	Unknown

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Width	40 feet		
Surface	Asphalt		
Curb/Gutter	Concrete	☒	☐
Sidewalk	Concrete	☒	☐
Street Lights	Led	☒	☐
Alley	None	☐	☐

Frontage	N/A
Topography	Level
Size	Inadequate
Shape	Irregular
Drainage	Adequate
View	Residential
Access	Paved Road
N/A	N/A

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☒ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 06071C7915H | FEMA Map Date 8/28/2008
Site Comments: The Subject Lots Area Unusable Asis And Is Basically Used For Landscaping And Maintenance Purposes On LCPL Fernando Tamayo. The Lot Consist Of A 44 sf area To The North West And A 436 sf To The South West.

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3/2007

LAND APPRAISAL SUMMARY REPORT

0228-151-66-0000
File No.: 0228-151-62-0000

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Realist/Title

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: Assessors Records Indicate The Subject Has Not Transferred Within The Past 36 Months. No Transfer Within The Past 36 Months For All Comparables.
Date: N/A	
Price: N/A	
Source(s): N/A	
2nd Prior Subject Sale/Transfer	
Date: N/A	
Price: N/A	
Source(s): Realist/Title	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	0 Lcpl Fernando Tamayo Fontana, CA 92336	0 Vic Bullock Rd Fontana, CA 92336		17095 Cambria Ave Fontana, CA 92336		17085 Cambria Ave Fontana, CA 92336	
Proximity to Subject		3.34 miles NW		1.34 miles E		1.33 miles E	
Sale Price	$ N/A		$ 7,000		$ 235,000		$ 215,000
Price/ Sq.Ft.	$ N/A	$ 4.95		$ 36.72		$ 41.11	
Data Source(s)	Realist/Title	Crmls #SR25160296		Crmls #PW22185810		Crmls #PW22185798	
Verification Source(s)	Inspection	Doc #248948		Doc #146887		Doc #146885	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions	ArmLth N/A	ArmLth Cash;700		ArmLth Cash;0		ArmLth Cash;0	
Date of Sale/Time	N/A	10/15/2025		06/14/2023		06/14/2023	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Residential	Residential		Residential		Residential	
Site Area (in Sq.Ft.)	480	1,414	-1,000	6,400	-5,920	5,230	-4,750
Utilities	Street	Street		Street		Street	
Apn #	0228-151-62 & 66	0226-331-14-0000		0240-351-18-0000		0240-351-19-0000	
Zoning	R-1	SP		SP		SP	
Buildable Area	None	1414 sf	-3,500	6,400 sf	-117,500	5,230 sf	-107,500
Net Adjustment (Total, in $)		☐ + ☒ −	$ -4,500	☐ + ☒ −	$ -123,420	☐ + ☒ −	$ -112,250
Adjusted Sale Price (in $)			$ 2,500		$ 111,580		$ 102,750

Summary of Sales Comparison Approach: Comparables Are The Most Recent Sales In Close Proximity. The Comps Used Were The Most Competitive Comparables Available Similar To The Subject In Size And Location At The Time Of The Appraisal. Adjustments Made As Follows: Buildable Area Depreciated Value Of 50% Due To Asis Use, Lot Size $1.00, Adjustments Derived Via Paired Sales Analysis And Adjustments Rounded To The Nearest Thousand. Based On The Comparable Above The Subjects Lot Has A Value Range Of $1.76 To $19.64, The Most Weight And Consideration Given The Comp #1 The Most Similar Type Of Land Sale $2,500.00 Or $5.21 X 480 =2,500 (Rounded).

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 2,500

Final Reconciliation: Market Data Approach Best Reflects The Actions Of Buyers And Sellers In The Market. The Income & Cost Approach Was Not Completed For Vacant Land.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 2,500 , as of: 11/08/2025 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 15 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☐ Scope of Work ☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☐ Additional Sales
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Zozo Communities, Inc | Client Name: Zozo Communities, Inc
E-Mail: ahmadawad45@gmail.com | Address: N/A

APPRAISER

Appraiser Name: Kirk Smith
Company: S & S Appraisal Services Inc
Phone: 714-936-9243 | Fax: 888-389-7965
E-Mail: kirksmith1@Live.com
Date of Report (Signature): 11/10/2025
License or Certification #: AR040274 | State: CA
Designation: SCREA
Expiration Date of License or Certification: 05/11/2026
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: 11/08/2025

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: | Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: | State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection:

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Assumptions, Limiting Conditions & Scope of Work

Property Address:	0 LCPL Fernando Tamayo	City:	Fontana	State:	CA	Zip Code:	92336
Client:	Zozo Communities, Inc	Address:	N/A				
Appraiser:	Kirk Smith	Address:	15785 Rock Point Ln, Fontana, CA 92336-4576				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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Certifications & Definitions

0228-151-66-0000
File No.: 0228-151-62-0000

Property Address: 0 LCPL Fernando Tamayo City: Fontana State: CA Zip Code: 92336
Client: Zozo Communities, Inc Address: N/A
Appraiser: Kirk Smith Address: 15785 Rock Point Ln, Fontana, CA 92336-4576

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by

the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, an

SIGNATURES

Client Contact: Zozo Communities, Inc Client Name: Zozo Communities, Inc
E-Mail: ahmadawad45@gmail.com Address: N/A

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Kirk Smith	Supervisory or Co-Appraiser Name:
Company: S & S Appraisal Services Inc	Company:
Phone: 714-936-9243 Fax: 888-389-7965	Phone: Fax:
E-Mail: kirksmith1@Live.com	E-Mail:
Date Report Signed: 11/10/2025	Date Report Signed:
License or Certification #: AR040274 State: CA	License or Certification #: State:
Designation: SCREA	Designation:
Expiration Date of License or Certification: 05/11/2026	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 11/08/2025	Date of Inspection:

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City, Address, School, Agent, ZIP

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92336, CA Housing Market

Homes for sale

The 92336 housing market is somewhat competitive. Homes in 92336 receive 2 offers on average and sell in around 47 days. The median sale price of a home in 92336 was $701K last month, down 0.056% since last year. The median sale price per square foot in 92336 is $340, down 0.29% since last year.

Trends | Demand | Market Insights | Schools | Climate | Transportation

92336 Housing Market Trends

What is the housing market like in 92336 today?

In September 2025, 92336 home prices were down 0.056% compared to last year, selling for a median price of $701K. On average, homes in 92336 sell after 47 days on the market compared to 38 days last year. There were 186 homes sold in September this year, up from 171 last year.

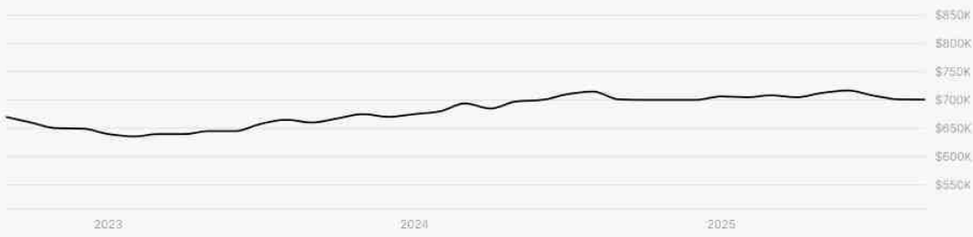
Median Sale Price ▾ | All Home Types ▾

Median Sale Price (All Home Types)

$700,610

-0.056% YoY | Sep 2025

1y 3y 5y



Based on Redfin calculations of home data from MLS and/or public records.

Location	Data Sep 2025	Growth % YoY
92336, CA	**$700,610**	-0.056%
United States		

Add Location | Compare

To compare other locations to the 92336 and U.S. housing market, enter a city, neighborhood, state, or zip code into the search bar. Learn which home features in California add value to a home.

How much is your home worth? Track your home's value and compare it to nearby sales.

See my estimate

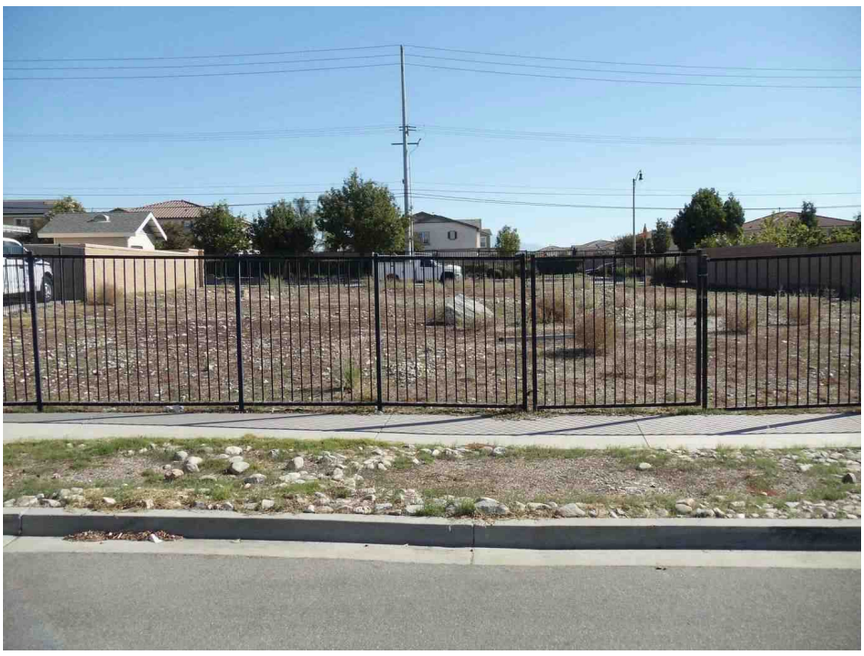
Subject Photo Page

Borrower	Zozo Communities, Inc (Client						
Property Address	0 LCPL Fernando Tamayo						
City	Fontana	County	San Bernardino	State	CA	Zip Code	92336
Lender/Client	Zozo Communities, Inc (Client)						

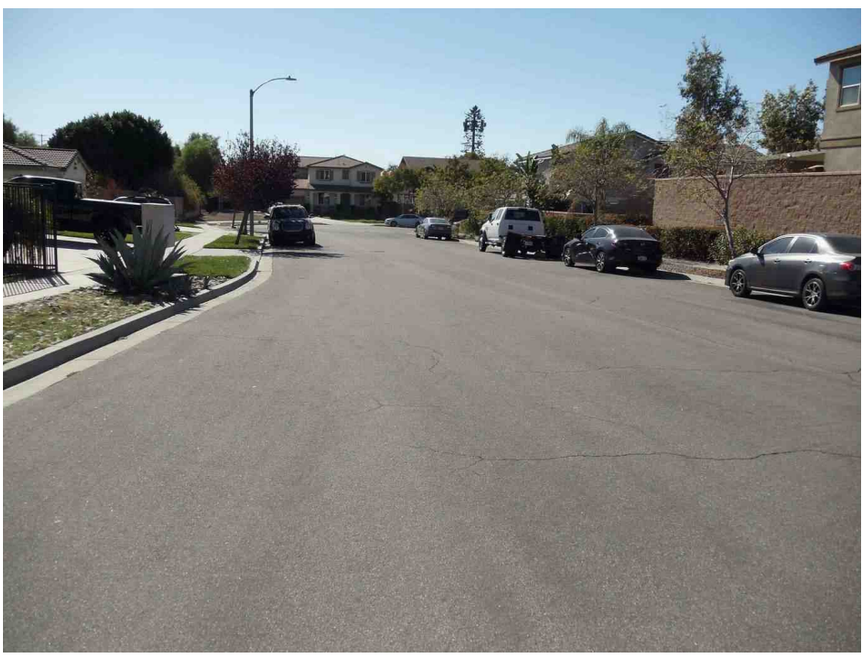


Subject Front

0 Lcpl Fernando Tamayo



Subject Rear



Subject Street

Comparable Photo Page

Borrower	Zozo Communities, Inc (Client						
Property Address	0 LCPL Fernando Tamayo						
City	Fontana	County	San Bernardino	State	CA	Zip Code	92336
Lender/Client	Zozo Communities, Inc (Client)						



Comparable 1

0 Vic Bullock Rd



Comparable 2

17095 Cambria Ave



Comparable 3

17085 Cambria Ave

Aerial Map

Borrower	Zozo Communities, Inc (Client						
Property Address	0 LCPL Fernando Tamayo						
City	Fontana	County	San Bernardino	State	CA	Zip Code	92336
Lender/Client	Zozo Communities, Inc (Client)						



Location Map

Borrower	Zozo Communities, Inc (Client						
Property Address	0 LCPL Fernando Tamayo						
City	Fontana	County	San Bernardino	State	CA	Zip Code	92336
Lender/Client	Zozo Communities, Inc (Client)						



0228-151-62-0000, CA, San Bernardino County

APN: 0228-151-62-0000 CLIP: 3079425667

Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	N/A	N/A	N/A	N/A
Bldg Sq Ft	**Lot Sq Ft**	**Yr Built**	**Type**	
N/A	436	N/A	GREENBELT	

OWNER INFORMATION

Owner Name	City Of Fontana	Tax Billing City & State	Fontana, CA
Mail Owner Name	City Of Fontana	Tax Billing Zip	92335
Tax Billing Address	8353 Sierra Ave	Tax Billing Zip+4	3598

COMMUNITY INSIGHTS

Median Home Value	$711,623	School District	FONTANA UNIFIED
Median Home Value Rating	8 / 10	Family Friendly Score	90 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	68 / 100	Walkable Score	79 / 100
Total Incidents (1 yr)	49	Q1 Home Price Forecast	$719,529
Standardized Test Rank	49 / 100	Last 2 Yr Home Appreciation	10%

LOCATION INFORMATION

Tract Number	17389	Topography	Flat/Level
School District	Fontana	Neighborhood Code	080-080
Comm College District Code	Chaffey Jt	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION

APN	0228-151-62-0000	Lot	E
Tax Area	10041	Water Tax Dist	Chino Basin Imp C
Tax Appraisal Area	08	Fire Dept Tax Dist	Fontana
Legal Description	TRACT 17389 LOT E BOOK 335 PAGE 70 FOR LANDSCAPE AND MAINTENANCE PURPOSES ONLY		

CHARACTERISTICS

County Land Use	Greenbelt Common Area	Lot Area	436
Universal Land Use	Greenbelt	Water	None
Lot Acres	0.01	Sewer	None

SELL SCORE

Value As Of	2025-11-09 04:32:58

LAST MARKET SALE & SALES HISTORY

Owner Name	City Of Fontana

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

0228-151-66-0000, CA, San Bernardino County

APN: 0228-151-66-0000 CLIP: 8164146644

Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	N/A	N/A	N/A	N/A
Bldg Sq Ft	**Lot Sq Ft**	**Yr Built**	**Type**	
N/A	44	N/A	GREENBELT	

OWNER INFORMATION

Owner Name	City Of Fontana	Tax Billing City & State	Fontana, CA
Mail Owner Name	City Of Fontana	Tax Billing Zip	92335
Tax Billing Address	8353 Sierra Ave	Tax Billing Zip+4	3598

COMMUNITY INSIGHTS

Median Home Value	$711,623	School District	FONTANA UNIFIED
Median Home Value Rating	8 / 10	Family Friendly Score	90 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	68 / 100	Walkable Score	79 / 100
Total Incidents (1 yr)	49	Q1 Home Price Forecast	$719,529
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LOCATION INFORMATION

Tract Number	17389	Topography	Flat/Level
School District	Fontana	Neighborhood Code	080-080
Comm College District Code	Chaffey Jt	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION

APN	0228-151-66-0000	Lot	I
Tax Area	10041	Water Tax Dist	Chino Basin Imp C
Tax Appraisal Area	08	Fire Dept Tax Dist	Fontana
Legal Description	TRACT 17389 LOT I BOOK 335 PAGE 70 FOR LANDSCAPE AND MAINTENANCE PURPOSES ONLY		

CHARACTERISTICS

County Land Use	Greenbelt Common Area	Lot Area	44
Universal Land Use	Greenbelt	Water	None
Lot Acres	0.001	Sewer	None

SELL SCORE

Value As Of	2025-11-09 04:32:58

LAST MARKET SALE & SALES HISTORY

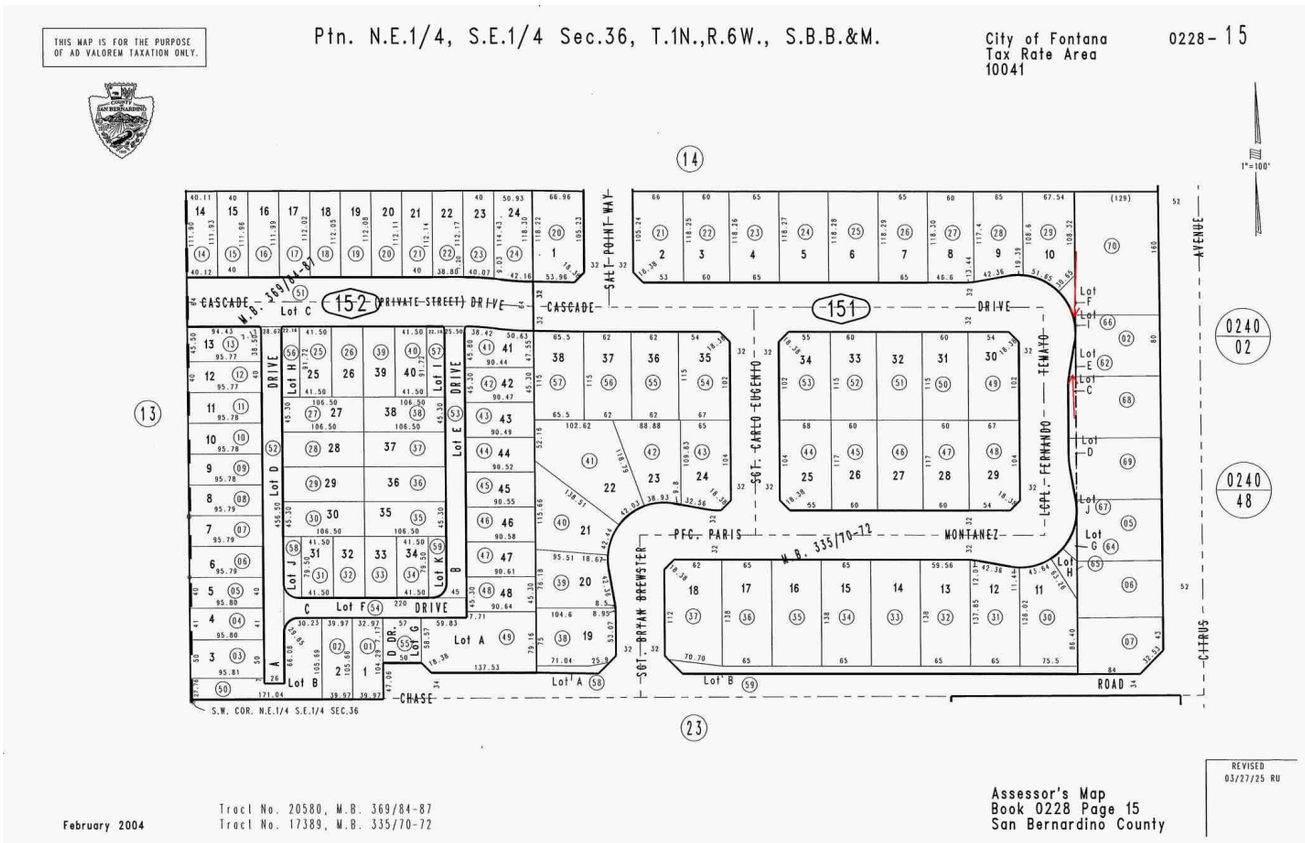
Owner Name	City Of Fontana

Property Details Courtesy of KIRK SMITH, SOCAL APPRAISAL SERVICES, California Regional MLS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Plat Map

Borrower	Zozo Communities, Inc (Client						
Property Address	0 LCPL Fernando Tamayo						
City	Fontana	County	San Bernardino	State	CA	Zip Code	92336
Lender/Client	Zozo Communities, Inc (Client)						



Appraisers License



Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Kirk L. Smith

has successfully met the requirements for a license as a residential real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified Residential Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AR 040274

Effective Date: May 12, 2024
Date Expires: May 11, 2026

Angela Jemmott

Angela Jemmott, Bureau Chief, BREA

3076344

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Accelerant National Insurance Company
(A Stock Company)
400 Northridge Road, Suite 800
Sandy Springs, GA 30350

REAL ESTATE APPRAISERS
ERRORS AND OMISSIONS INSURANCE POLICY
DECLARATIONS

NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.

PLEASE READ YOUR POLICY CAREFULLY.

Policy Number: NAX40PL108587-01 **Renewal of: NAX40PL108587-00**

1. **Named Insured: Kirk L Smith**

2. **Address:** 15785 Rock Point Ln
Fontana, CA 92336

3. **Policy Period:** **From: May 15, 2025** **To: May 15, 2026**
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in item **2.** Above.

4. **Limit of Liability:**

	Each **Claim**	Policy Aggregate
Damages Limit of Liability	**4A. $ 1,000,000**	**4C. $ 1,000,000**
Claim Expenses Limit of Liability	**4B. $ 1,000,000**	**4D. $ 1,000,000**

5. **Deductible** (Inclusive of **Claims Expenses**):

Each **Claim**	Aggregate
5A. $500	**5B. $1,000**

6. **Policy Premium: $ 680**

7. **Retroactive Date: May 15, 2013**

8. **Notice to Company:** Notice of a **Claim** or Potential **Claim** should be sent to:
OREP Insurance Services: info@orep.org
6353 El Cajon Blvd, Suite 124-605
San Diego, CA 92115

9. **Program Administrator:** OREP Insurance Services, LLC – appraisers@orep.org

10. **Forms and Endorsements Attached at Policy Inception:** See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: May 7, 2025 By: Isaac Peck
Authorized Representative

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of _____, 2026 for reference purposes only, by and between CITY OF FONTANA, a California municipal corporation ("**Seller**"), and SA GOLDEN INVESTMENTS, INC., a California corporation ("**Buyer**"). The date upon which both Buyer and Seller have executed this Agreement and delivered the same to one another, shall hereinafter be referred to as the "**Effective Date.**"

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Background. Seller is the owner of the Property, as defined below, and has declared the Property exempt surplus land under the Surplus Land Act, Government Code section 54220, et seq., as detailed in Resolution No. 2025-107, approved and adopted as of December 9, 2025.

2. Purchase and Sale of Property. Seller hereby agrees to sell "AS-IS" and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the "**Property**"):

(a) Land. That certain unimproved real property located at 0 LCPL Fernando Tamayo, in the City of Fontana, County of San Bernardino, State of California, commonly referred to as Assessor's Parcel Numbers 0228-151-62-0000 & 0228-151-66-0000, all as more fully described in **Exhibit A** (the "**Land**"), together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the "**Appurtenances**").

(b) Intangible Personal Property. All of Seller's right, title and interest, if any, without warranty, in all intangible personal property related to the Real Property and the Improvements, including, without limitation, all to the extent assignable: the plans and specifications and other architectural and engineering drawings for the improvements, if any; warranties, if any; contract rights related to the construction, operation or management of the Property, if any (collectively, the "**Service Contracts**") (but Seller's right, title and interest therein shall only be assigned to the extent Seller's obligations thereunder are expressly assumed by Buyer pursuant to this Agreement); and governmental permits, approvals and licenses, if any (collectively, the "**Intangible Personal Property**").

3. Purchase Price.

(a) The purchase price for the Property ("**Purchase Price**") shall be TWO THOUSAND FIVE HUNDRED Dollars ($2,500.00).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith ("**Escrow**") at _____ ("**Escrow Holder**"), and Buyer shall deposit into Escrow the amount of Two Hundred Fifty Dollars ($250.00) ("**Initial Deposit**") in cash or other immediately available funds.

(ii) The Initial Deposit shall be held by Escrow Holder in an interest-bearing account for the benefit of Buyer in accordance with this Agreement. Notwithstanding anything herein to the contrary, One Hundred Dollars ($100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall be paid to Seller within 3 days of the Effective Date. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained.

(iii) The Deposit (less the Independent Consideration) are referred to herein from time to time as the "**Earnest Money**." The Earnest Money shall be held by Escrow Holder in an interest-bearing account for the benefit of Buyer in accordance with this Agreement.

(iv) If the Closing (as defined herein) as contemplated hereunder should occur, then the Earnest Money will be paid by the Escrow Holder to Seller at the Closing, and the Earnest Money and any interest accrued thereon will be credited against the Purchase Price payable by Buyer to Seller at the Closing.

(v) If this Agreement is not terminated prior to the expiration of the Feasibility Period, the Earnest Money and any interest accrued thereon shall be nonrefundable to Buyer, except that if this Agreement is terminated prior to the Closing due to Seller's default or the failure of any of the Conditions Precedent (as defined herein) or as expressly set forth herein, then the Earnest Money together with any interest accrued thereon shall be returned to Buyer. The Earnest Money together with all interest accrued thereon shall be applied to the Purchase Price at the Closing.

(vi) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the "**Closing Amount**"). The Closing Amount shall be applied towards the Purchase Price at the Closing.

4. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Deed**") as well as a duly executed Bill of Sale for the Personal Property, if any. As used in this Agreement, Closing (the "**Closing**") shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**"). Within five (5) business days following the opening of Escrow, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Buyer. No later than thirty (30)

business days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves ("**Buyer's Disapproval Notice**"). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, "**Disapproved Liens**") shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer no later than five (5) business days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer. If by the expiration of the Feasibility Period, there remain exceptions to title which have not been modified to the satisfaction of Buyer and/or removed prior to the Closing Date, then Buyer may elect to do either of the following by the expiration of the Feasibility Period: (i) accept such exceptions and proceed to take title to the Real Property subject to such exception(s); or (ii) this Agreement may be terminated in accordance with Section 5(b). In the event Buyer elects to terminate this Agreement pursuant to this Section 4, neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

5. Feasibility.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the "**Inspections**"). Seller's representative shall be present with Buyer or Buyer's representative for any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or cause to be conducted a Phase II environmental site assessment without the prior written consent of Seller. Buyer's Inspections and investigations shall be governed by Section 15.

(b) As used herein, the term ("**Feasibility Period**") shall refer to a period of time to expire at 5:00 p.m., California time, on the forty-fifth (45^{th}) calendar day following the Effective Date; provided, however, that if the 45^{th} day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer's sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 5(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer's election to terminate (the "**Buyer's Notice to Terminate**"). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the "**Buyer's Notice to Proceed**"), electing to waive Buyer's right of termination pursuant to this Section 5(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer's Notice

to Terminate or Buyer's Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to proceed with this Agreement and the Closing. In the event of the termination of this Agreement pursuant to this Section 5(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

(c) In the event Buyer elects to terminate this Agreement pursuant to Section 5(b), or if Closing does not occur for any reason, Buyer shall return all Seller's Deliveries to Seller. Buyer further agrees that prior to Closing, Buyer shall provide Seller with copies of all studies, reports, appraisals and other materials commissioned by or prepared for Buyer relating to or regarding the Property ("**Buyer's Reports**"), at no cost to Seller.

6. Seller's Deliveries. Within five (5) business days following the Effective Date, Seller shall deliver to Buyer, whether electronically or otherwise, the materials described on **Exhibit D**, which shall contain copies of documents in Seller's possession or control, or to which Seller has access (collectively, the "**Seller's Deliveries**"). Seller makes no representation whatsoever about the content, accuracy, completeness or value of any of Seller's Deliveries. All Seller's Deliveries 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 Seller's Deliveries. Seller shall deliver a Natural Hazards Disclosure Report with Seller's Deliveries.

7. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

8. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, subject to the provisions of Section 9.

(a) Buyer's inspection, review and approval, within the Feasibility Period, of all of the following:

(i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

(ii) Seller's Deliveries; and,

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

9. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT AND ALL BUYER'S REPORTS SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY AND BUYER'S REPORTS HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. UPON THE OCCURRENCE OF ANY SUCH DEFAULT BY BUYER, BUYER SHALL DELIVER WITHIN 2 BUSINESS DAYS OF SELLER'S REQUEST ALL BUYER'S REPORTS AND APPROPRIATE DOCUMENTS ASSIGNING SAME TO SELLER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH EARNEST MONEY AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE EARNEST MONEY, AND (iii) DISBURSE TO SELLER THE EARNEST MONEY PURSUANT TO THIS SECTION 9.

INITIALS: Seller _____ Buyer _____

10. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow

instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the "**Closing Date**") on or before the date that is fifteen (15) days following the expiration of the Feasibility Period or as may be extended as provided below.

(c) At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the following:

(i) the duly executed and acknowledged Grant Deed for the Property and the duly executed Bill of Sale;

(ii) a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit C** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the "**Closing Statement**") duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) General real property taxes for the year in which Closing occurs together with assessments, property operating expenses, utilities and other recurring costs relating to the Property shall be apportioned as of the Closing Date on the basis of a thirty (30)-day month.

(ii) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller shall pay all sales, use and documentary transfer taxes (except as provided in Subparagraph (ii)(4) below);

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(3) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees and related expenses;

(4) Seller and Buyer shall each pay one-half (1/2) of any city or county transfer taxes due;

(5) all other costs of escrow shall be paid equally by Buyer and Seller.

(6) Seller's combined total cost and expenses incurred in this transaction shall not exceed the purchase price of the properties; Buyer shall pay all other costs of escrow.

(iii) The provisions of this Subparagraph (g) shall survive the Closing.

11. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represent and warrants to Buyer as follows:

(a) Seller is a municipal corporation validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) No Representations as to Property. There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter; and

(d) Sale "AS-IS". Subject to Seller's representations and warranties contained herein, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

Except with respect to a default by Seller hereunder (including a breach of Seller's warranties and representations), Buyer at the Close of Escrow expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Buyer's Initials: _____ Seller's Initials: _____.

12. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a California corporation duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an "AS-IS" condition.

(c) Buyer has conducted or will conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property and is, or at Closing will be, satisfied with the results of such investigation.

(d) The Property is being sold "AS-IS" and with all faults.

13. Environmental Matters/Release. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Buyer must rely on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposable of Hazardous Materials, including, without limitation (i) any and all remedies Buyer may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, and any similar law, rule or regulation, (ii) any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.),

as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

> BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

_____
(Buyer's Initials)

14. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

15. Indemnity.

Buyer agrees to indemnify Seller and the Property against, and to hold and save Seller and the Property harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and court costs, as a result of the Inspections; provided, however, that Buyer will not be obligated to indemnify Seller with respect to its own negligence. The foregoing indemnity shall survive termination of this Agreement. Buyer shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of Buyer in connection with or as a result of any Inspections. If any such lien shall be filed against the Property, Buyer shall cause such lien to be discharged or bonded within thirty (30) days after such filing. Following any Inspections Buyer shall restore the Property to substantially its physical condition as existed prior to such inspection (except for any changes to the Property caused by Seller, or its agents or employees). Prior to any entry on the Property Buyer or its consultant shall at its sole cost obtain a policy of liability insurance with a

combined single limit in an amount not less than One Million Dollars ($1,000,000); Seller shall each be named an additional insured on said policy; and Buyer or its consultants shall furnish to Seller a certificate of insurance confirming such coverage.

16. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. In the event of any such termination, the Earnest Money, together with all interest, shall be returned to Buyer. Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 16(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income, Seller's personal property, or the property of any tenant of the Property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 16(b) shall survive the Closing.

17. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

18. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, at no additional cost to Seller, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

19. Brokers and Finders. The Buyer and Seller each represent and warrant to the other that no broker or finder was used or engaged in connection with this transaction. Each party agrees to indemnify and defend the other party hereto, its successors and assigns, officials, agents, employees, officers and directors, from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), arising out of, based on, or incurred arising out of any claim for a broker's or finder's fee based on any agreement or alleged agreement made by or through such party. The provisions of this Section 19 shall survive the Closing or termination of this Agreement.

20. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover

any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

21. Publicity and Confidentiality. Buyer acknowledges that Seller is a public entity and that this Agreement shall be a matter of public record, presented at a public meeting which has been properly agendized, and available for review by the public under the Public Records Act. Notwithstanding the foregoing, Buyer agrees to not make any public announcements regarding the Property prior to Closing.

22. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

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

With a copy to:
Best Best & Krieger LLP
Attn: Jessica Lomakin
2855 E. Guasti Road, Suite 400
Ontario, CA 91761

If to Buyer:
SA Golden Investments, Inc.
Attn: Saber Awad
6226 Cooper Avenue
Fontana, CA 92336
Phone: _____
Email _____

With a copy to:
_____
Attn: _____
_____
_____
Phone: _____
Email _____

To Escrow Holder: Belle Vista Escrow, Inc.
Attn: Misty R. Teeter
273 North Euclid Avenue
Upland, CA 91786
Phone: (909) 946-9188
Fax: (909) 912-8326 fax

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Section 1031 Exchange. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, for Buyer. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by Buyer, provided that (i) Seller shall not be required to acquire any substitute property, (ii) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (iii) Seller shall not incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (iv) no dates in this Agreement will be extended as a result thereof. Notwithstanding anything to the contrary contained in the foregoing, if Buyer so elects to close the acquisition of the Property as an exchange, then (A) Buyer, at its sole option, may delegate its obligations to acquire the Property under this Agreement, and may assign its rights to receive the Property from Seller, to an Intermediary or to an exchange accommodation

titleholder, as the case may be; (B) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Buyer pursuant to this Agreement; (C) Buyer shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (D) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Seller; and (E) the closing of the acquisition of the Property by Buyer or the exchange accommodation titleholder, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer (or to exchange accommodation titleholder, as the case may be).

(h) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(i) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(l) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(m) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(n) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

(r) Surplus Land Act Compliance. Consistent with the requirements of Govt. Code Sections 54220-54234 ("**Surplus Land Act**") and the California Department of Housing and Community Development ("**HCD**"), issued Surplus Land Act Guidelines (collectively with the Surplus Land Act, the "**SLA Regulations**"), on June 15, 2021, Seller declared the Property to be exempt surplus land because it is a total of 458.38 square feet and it is not contiguous to state or local agency property used for open-space or low- or moderate-income housing. Accordingly, all the requirements under the SLA Regulations for the purpose of disposing of the surplus land identified as the Property have been met and Seller is permitted to proceed with the sale of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

CITY OF FONTANA, a California municipal corporation

By:_____

Name: _____

Its: _____

Date: _____

Approved as to Form

City Attorney:_____

Date:_____

BUYER:

SA GOLDEN INVESTMENTS, INC., a California corporation

By:_____

Name: Saber Awad

Its: President/CEO

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

LOTS "E" AND "I" OF TRACT MAP NO. 17389, RECORDED IN MAP BOOK 335, PAGES 70 THROUGH 72, RECORDS OF SAN BERNARDION COUNTY, STATE OF CALIFORNIA

EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

SA GOLDEN INVESTMENTS, INC.
6226 Cooper Avenue
Fontana, CA 92336

A.P.N.: _____ (Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $_____; CITY TRANSFER TAX $_____; SURVEY MONUMENT FEE $ _____
[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ ] City of _____, and

GRANT DEED

FOR VALUE RECEIVED, CITY OF FONTANA, a California municipal corporation ("**Grantor**"), grants to SA Golden Investments, a California corporation ("**Grantee**"), all that certain real property situated in the County of San Bernardino, State of California, described on Schedule 1 attached hereto and by this reference incorporated herein (the "**Property**").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 20__.

GRANTOR:

CITY OF FONTANA,
a California municipal corporation

By:_____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("**Transferee**") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of the CITY OF FONTANA, a California municipal corporation ("**Transferor**"):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).

2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).

3. The Transferor's U.S. employer or tax identification number is _____.

4. The Transferor's office address is

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date:_____, 20__

TRANSFEROR:

CITY OF FONTANA,
a California municipal corporation

By:_____

Name: _____

Its: _____

EXHIBIT D

SELLER DELIVERIES

File #: 26-0928
Agenda #: J.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Construction Contract for the Fire Station No. 80 - Training Center Project (Bid No. DE-26-129-SB)

RECOMMENDATION:

1. Award and authorize the City Manager to enter into a construction contract with AMG & Associates, Inc. for the construction of the Fire Station No. 80 - Training Center in the amount of $14,395,000 and authorize a 10% contingency in the amount of $1,439,500 (Bid No. DE-26-129-SB).

2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Fire Station No. 80 - Training Center (Bid No. DE-26-129-SB).

3. Appropriate $3,900,000 from Fire Capital Project Fund (Fund 610) to the Fire Station No. 80 - Training Center Project No. 37603385.

4. Approve a transfer in the amount of $3,900,000 from Fontana Fire District Fund #210 to the Fire Capital Project Fund #610 to cover construction contract costs.

COUNCIL GOALS:

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

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

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

- Administrative Offices - Public Lobby and Public Restrooms
- Private Restrooms, Locker Rooms, and Showers
- Staff Office Space
- Secure Parking and 0.56-acre overflow parking area within MWD right-of-way

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

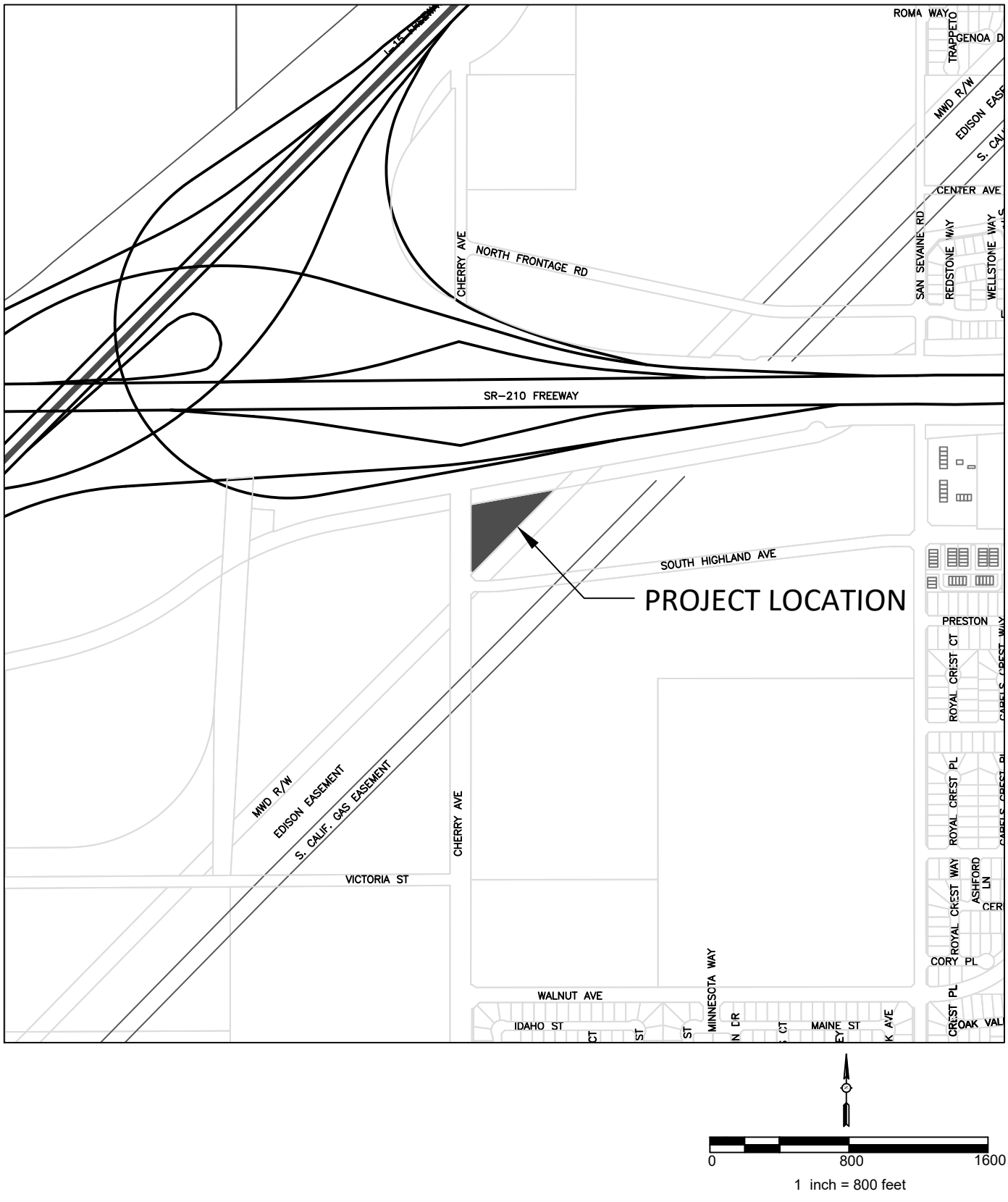
The project was initially released for bids in September 2025 with a bid opening held on October 6, 2025, at 11:00 a.m. A total of thirteen (13) bids were received ranging from $14,514,000.00 to $16,918,000.00. The City received a Bid Protest from the second and fourth bidders. After an extensive bid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

The project was released for bids a second time in February 2026 with the bid opening held on March 31, 2026, at 2:00 p.m. A total of seventeen (17) bids were received ranging from $14,395,000.00 to $17,470,178.00. After Purchasing reviewed all submissions, AMG & Associates, Inc. was determined to be the lowest responsive and responsible bidder in the amount of $14,395,000.00. The Engineer's estimate was $12,000,000.00. The significant increase in cost is largely attributed to the increase in material costs and labor wage rates of the current economy.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $15,834,500.00, for the full term of the construction contract. The current available budget in 37603385-610-D-8330 is $12,668,855.91. An additional appropriation of $3,900,000 is being requested in 37603385-610-D and will be transferred from Fund 210 - Fontana Fire District. Appropriate budget adjustments will be submitted in the next quarterly budget report to cover the remaining balance and other unencumbered costs. All future costs will be included in subsequent fiscal year budgets.

MOTION:
Approve staff recommendation.

FIRE STATION 80 TRAINING CENTER PROJECT



Bid Results

Fire Station No. 80 – Training Center Project

DE-26-129-SB

1.	AMG & Associates, Inc. Santa Clarita, CA	$ 14,395,000.00
2.	Act 1 Construction Norco, CA	$ 14,729,442.00
3.	R.C. Construction Services Redlands, CA	$ 14,817,000.00
4.	CSI Services San Pedro, CA	$ 14,915,875.00
5.	Archico Design Build, Inc Santa Ana, CA	$ 15,065,000.00
6.	EC Construction, Inc. Lakeside, CA	$ 15,155,875.00
7.	Klassic Engineering & Construction Inc. Orange, CA	$ 15,187,602.40
8.	Royal Construction Corp Arcadia, CA	$ 15,538,000.00
9.	The Nazerian Group Encino, CA	$ 15,744,123.00
10.	Jergensen Construction Inc. Oak Hills, CA	$ 16,110,075.93
11.	Dalke and Sons Construction, Inc. Riverside, CA	$ 16,148,680.00
12.	Woodcliff Corporation Los Angeles, CA	$ 16,260,000.00
13.	Horizons Construction Co. Int'l, Inc. Orange, CA	$ 16,737,797.00
14.	Builders United Las Vegas, NV	$ 16,866,851.00
15.	Spec Construction Co., Inc Ontario, CA	$ 17,128,540.00
16.	Morillo Construction Inc. Pasadena, CA	$ 17,148,700.00
17.	Chalmers Construction Inc. Sun Valley, CA	$ 17,470,178.00

Bid Result

Bidder Details

Vendor Name	AMG & Associates, Inc.
Address	26535 Summit Circle Santa Clarita, California 91355 United States
Respondee	Albert Mario Giacomazzi
Respondee Title	President
Phone	661-251-7401
Email	estimating@amgassociatesinc.com
Vendor Type	CADIR
License #	881824
CADIR	1000000413

Bid Detail

Bid Format	Electronic
Submitted	03/31/2026 1:54 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	477490

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Fire Station 80 Training Center Final Bid Documents.pdf	Fire Station 80 Training Center Final Bid Documents.pdf	General Attachment
AMG Bid Bond - Fire Station 80 Rebid.pdf	AMG Bid Bond - Fire Station 80 Rebid.pdf	General Attachment Bid Bond

Subcontractors

Showing 21 Subcontractors

Name & Address	Desc	License	CADIR	Amount	Type
Allscape Enterprises, Inc. 6651 FALCON AVE LONG BEACH, California 90805	Landsc	999779	200000	$179,0	CADIR
Aris Construction INC 802 E Walnut Burbank, California 91501	Electric	881958	100112	$883,0	OSB
BFD Development 27392 VIA SEGUNDO MISSION VIEJO, California 92692	Casewo	109265	10009€	$113,8	CADIR
COPP ROOFING & CONSTRUCTION P O BOX 4543 Blue Jat, California 92317	Roofing	806485	100002	$75,00	
Continental Plumbing, Inc. 11165 Thurston Lane Jurupa Valley, California 91752	Plumbi	399073	100000	$393,0	CADIR
El Camino Asphalt Paving Corp. 784 North Lemon Street Orange, California 92867	Asphalt Paving	799983	100002	$170,0	
FRAIRE INC 37144 KENSINGTON DR Madera, California 93636	Concre	106594	10005€	$1,650,	
Infinity Structures Inc 20200 Gaston Rd Perris, California 92570	Rough Carpen	615947	100000	$360,7	
KSU CORPORATION P O BOX 3103 MISSION VIEJO, California 92690	Structu Steel	102202	100005	$483,5	
Kerns Inc A California Corporation 17560 Catalpa Street Hesperia, California 92345	Site Utilities	986739	100000	$1,600,	CADIR
Krueger International, Inc. 1330 BELLEVUE ST GREEN BAY, Wisconsin 54302	Fixed Audien Seating	858336	100000	$92,90	
Lobby Traffic Systems, Inc. 8583 Irvine Center Drive 10 Irvine, California 92618	Automa Gates	578412	100001	$385,0	
MJ Plastering, Inc. 10944 CYPRESS AVENUE RIVERSIDE, California 92505	Plasteri	942132	100112	$122,0	
Ortiz Tractor Service 7161 McNeil Lane Buena Park, California 90620	Earthw	429887	100001	$300,0	
Premier Drywall po box 5728 Santa Maria, California 93456	Gypsum Board	809679	100001	$89,75	
RoskoStar Hvac Inc 3650 Altura Ave Unit A Glendale, California 91214	HVAC	111606	200001	$152,5	WBE

	STUMP P O BO MODES		FireBla Trainin Prop Install		924305		100107	$450,0		
Sample Tile and Stone Inc PO BOX 640 LOMA LINDA, California 92354	Tile	103792	100005	$114,0						
Star Hardware, Inc. 201 N PONDEROSA AVE ONTARIO, California 91761	Doors, Frames Hardwa	766703	100000	$100,0						
WHP Traingtowers 519 Duck Road Grandview, Missouri 64030	Trainin Tower Install	865784	100003	$2,650,						
Westcon Construction 81149 Indio Blvd Indio, California 92201	Masonr	108926	100084	$191,0						

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							**$14,395,000.00**		
1			**Construction of Fire Station No. 80 Training Center and all related on-site and off-site improvements.**	**LS**	**1**	**$11,211,000.00**	**$11,211,000.00**	**Yes**	
2			**Install, maintain, and remove temporary water facilities (highline) from San Sevaine Rd to the proejct site (120 Calendar Days)**	**LS**	**1**	**$84,000.00**	**$84,000.00**	**Yes**	
3			**Allowance - Installation of the Custom High Rise Six-Story WHP Training Tower simulator (Fire Fighting Simulator) of listed materials in Appendix V with 5% Contractors markup**	**LS**	**1**	**$2,650,000.00**	**$2,650,000.00**	**Yes**	
4			**Allowance - Installation of the Fireblast HD Interior Fire System of listed materials in Appendix VI with 5% Contractor markup.**	**LS**	**1**	**$450,000.00**	**$450,000.00**	**Yes**	

Line Item Subtotals

Section Title	Line Total
Section 1	**$14,395,000.00**
Grand Total	**$14,395,000.00**

8437 Sierra Avenue
Fontana, CA 92335

File #: 26-0931
Agenda #: K.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Police Department Monthly Information Update

RECOMMENDATION:
Accept the Police Department monthly information update for February 2026.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
The February 2026 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

February 2026

KA1

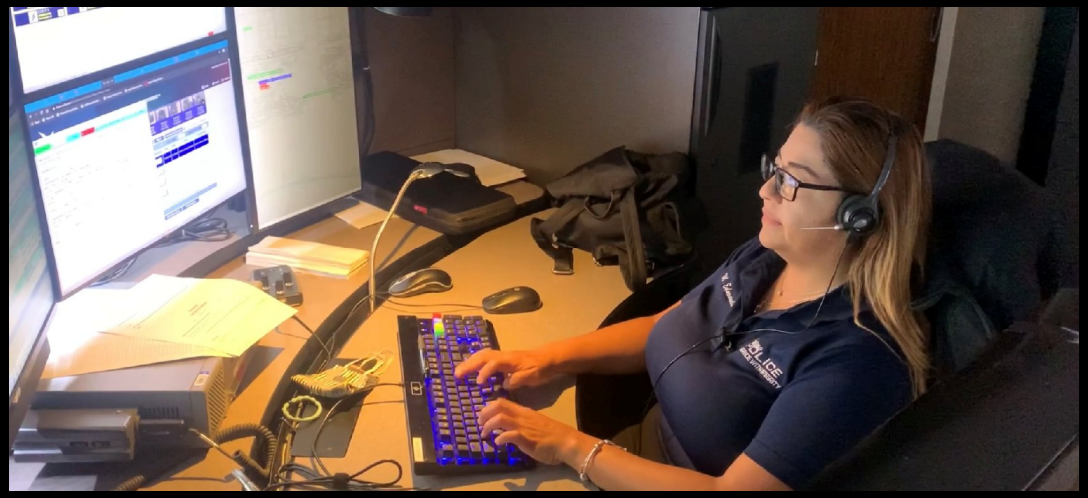
NOTEWORTHY EVENTS

- FORGE Unit hosted a meet and greet with the Fontana Chamber of Commerce and local business owners.
- Fontana Police Seized over 1300 pounds of methamphetamine, 215 kilos of cocaine and 50 illegal firearms.
- COPE conducted several site visits at Etiwanda Schools.
- Fontana Police hosted “Coffee with a Cop” at Mi Flor Mayor Coffee.
- Fontana Police participated in the Options 4 Youth Career Fair.
- Fontana Police hosted a shopping event for Veterans at Walmart.
- Fontana Police also participated in a career fairs at Jurupa Hills High School and Fontana Middle School.

KA1 Kevin Anderson, 2/9/2021


POLICE
POLICE
POLICE
POLICE





CITYWIDE

- Priority 1 response time- 4:52 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 7,950
- Total arrests- 477
  - Hispanic- 291, White- 79 , Black- 77, All other races-30
- Total Group A Offenses- 539
  - Crimes Against Persons- 120
  - Crimes Against Property- 270
  - Crimes Against Society- 149



CITYWIDE

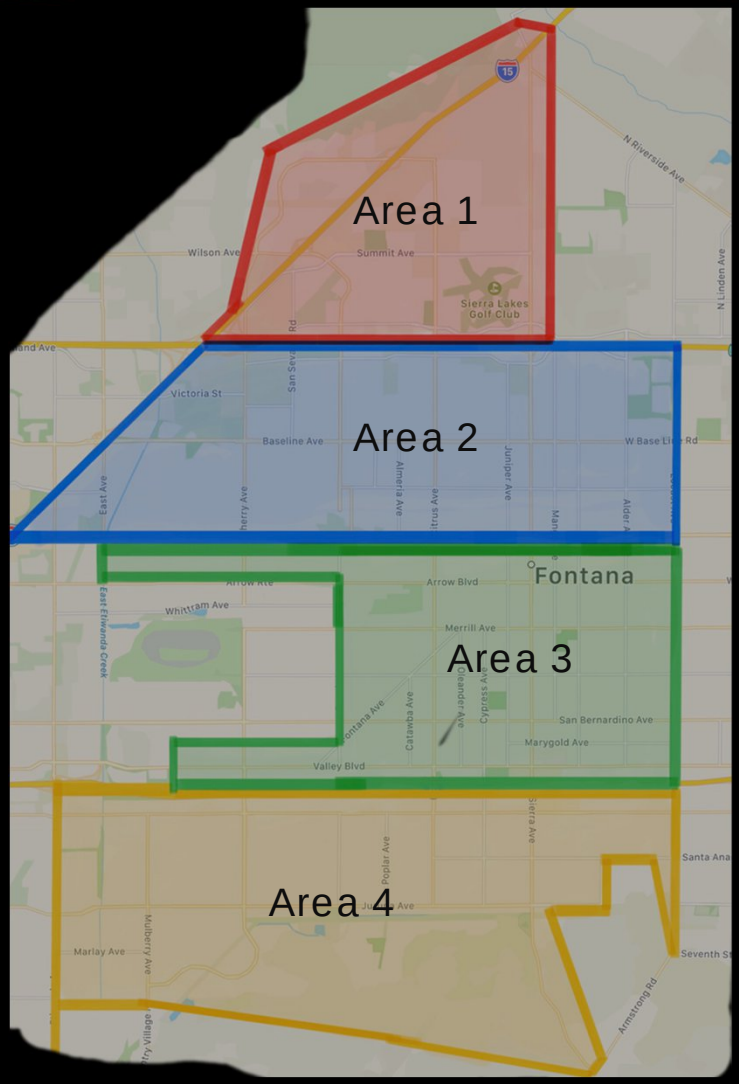
- Crimes Against Person- 120
  - Homicide- 0
  - Sex Offenses- 3
  - Assault- 110
  - Kidnapping- 2
  - Other- 5
- Crimes Against Property- 270
  - Robbery- 12
  - Burglary- 19
  - Larceny- 102
  - Destruction of Property- 47
  - Fraud- 26
  - Possession of Stolen Property- 31
  - Motor Vehicle Theft- 30
  - Other Miscellaneous Property Crimes- 3
- Crimes Against Society- 149
  - Drug and Paraphernalia Possession- 128
  - Possession of Child Pornography- 11
  - Possession of Weapons- 10
  - Other Miscellaneous Crimes- 0



CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts

- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

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

- Total Group A Offenses- 59
- Crimes Against Persons- 18
- Crimes Against Property- 37
- Crimes Against Society- 4



BEAT 2

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

- Total Group A Offenses- 123
- Crimes Against Persons- 29
- Crimes Against Property- 70
- Crimes Against Society- 24



BEAT 3

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

- Total Group A Offenses- 274

- Crimes Against Persons- 52
- Crimes Against Property- 109
- Crimes Against Society- 113



Beat 4

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

- Total Group A Offenses- 83
- Crimes Against Persons- 21
- Crimes Against Property- 54
- Crimes Against Society- 8



ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0933
Agenda #: L.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Authorize the Renewal of VMware Software Licensing

RECOMMENDATION:
1. Authorize the Purchasing Division to procure VMware maintenance and support utilizing NASPO State of California Participating Addendum Contract AR2472 (Addendum 7-17-70-40-05) in accordance with Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Approve the purchase from Sidepath, Inc. of Laguna Hills, CA as the authorized reseller in the amount of $119,380.00.

COUNCIL GOALS:
- 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.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The City relies on its VMware virtualization platform as the foundation of its server and storage infrastructure. VMware supports the City's critical applications, public safety systems, enterprise services, and internal departmental tools by providing a stable and efficient environment for hosting a large percentage of the City's systems and applications.

To ensure the reliability, security, and continuity of these systems, annual maintenance and support must be renewed. This renewal entitles the City to continue using the VMware software that powers the virtual environment. Without current licensing, the virtual environment would cease to function entirely, and the systems and applications running on it would become unavailable.

Continuing VMware maintenance and support is a planned lifecycle renewal and does not expand services or introduce new functionality. Instead, it maintains the stability, reliability and performance of core technology systems that support virtually all City departments and operations.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is $119,380 and is included in the FY25-26 Innovation and Technology budget in the Hardware Replacement Project #02621003.

MOTION:

Approve staff recommendation.

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 02/26/25
Quotation #: SIDQ52698
Valid Until: 03/28/25
Prepared By: Kristen Norem
Project ID: SIDPROJECT49433

Bill To:

City of Fontana
Attn: Chris Beck
8353 Sierra Ave
Fontana, CA 92335-3528

Phone: (909) 350-6791
Email: cbeck@fontana.org

Ship To:

City of Fontana
Attn: Chris Beck
8353 Sierra Ave
Fontana, CA 92335-3528

Phone: (909) 350-6791
Email: cbeck@fontana.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO State of California Participating Addendum 7-17-70-40-05 Contract AR2472				
VMWare VCF 3 Year Commit - Annualized				
Year 1 - 04/08/2025 - 04/07/2026				
508	VCF-CLD-FND-5	VMWARE CLOUD FOUNDATION 5 - Year 1 - 02/04/2025 - 02/03/2026	$235.00	$119,380.00
Year 2 - 04/08/2026 - 04/07/2027				
508	VCF-CLD-FND-5	VMWARE CLOUD FOUNDATION 5 - Year 2 - 02/04/2026 - 02/03/2027	$235.00	$119,380.00
Year 3 - 04/08/2027 - 04/07/2028				
508	VCF-CLD-FND-5	VMWARE CLOUD FOUNDATION 5 - Year 3 - 02/04/2027 - 02/03/2028	$235.00	$119,380.00

Payment Terms from Ship Date: NET 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$358,140.00**
Taxes	**$0.00**
Shipping	**$0.00**
Grand Total	**$358,140.00**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

      i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
      ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
      iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
      iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:

   A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

      1) Software as a Service (SaaS)
      2) Infrastructure as a Service (IaaS)
      3) Platform as a Service (PaaS)

3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:

   A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:

      1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Alex Cord
Phone:	703-871-8500
E-Mail:	Alex.Cord@Carahsoft.com
Address:	11493 Sunset Hills Road, Suite 100 Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Orders may be placed with the Contractor or Authorized Resellers.

2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

3) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
August 11, 2021	8/11/2021
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim, MAU2 Supervisor	Kristina Smith - Director of Contracts
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Road, Suite 100 Reston, VA 20190
Address	*Address*

File #: 26-0935
Agenda #: M.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance of Heritage Community Center Pool Plastering Project (PW-26-70-SB)

RECOMMENDATION:
1. Accept as complete the work performed by California Landscape and Design, Inc. for the Heritage Community Center Pool Plastering project (PW-26-70-SB).

2. Authorize the City Manager to approve the additional contract authorization increase amount of $22,378.00.

COUNCIL GOALS:
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
On January 13th, 2026, the City Council awarded a construction contract to California Landscape and Design, Inc. for the Heritage Community Center Pool Plastering project in the amount of $151,219.00 and authorized a 10% contingency in the amount of $15,122.00 for a total contract authorization amount of $166,341.00.

There were two contract change orders for this project:

1. Change Order No. 1, in the amount of $9,500.00, was for the removal and replacement of five (5) existing sets of pool wall entry steps, and the repair of a 12-foot-long exposed crack in the concrete coping overhang above the overflow gutter trough of the large pool. This change order increased the total contract amount to $160,719.00.

2. Change Order No. 2, in the amount of $28,000.00, was needed to repair eroded surfaces inside the overflow gutter trough, which were discovered during the demolition process. This change order increased the total contract amount to $188,719.00.

California Landscape and Design, Inc. completed the project to the City's satisfaction, and all work was accepted by the City on March 27, 2026, for a final contract amount of $188,719.00.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item. Funding in the final contract amount of $188,719.00 was budgeted in Org# 60437200.8130 in the current FY 2025/2026 operating budget.

MOTION:
Approve Staff Recommendation

File #: 26-0941
Agenda #: N.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement- 15166 Foothill Blvd

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of the associated land located at 15166 Foothill Boulevard, Fontana, CA 92335 specifically described as APN 1110-161-08 in the amount of $3,200,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property specifically described as APN 1110-161-08 comprised of approximately 2.30 acres ("Property") from Aldea Foothill Two, LLC.

3. Authorize the City Manager to enter into the Purchase and Sale Agreement and any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

DISCUSSION:
The City of Fontana has been actively addressing the growing demand for affordable and workforce housing. In recent years, we have observed a significant increase in housing needs driven by population growth, economic development, and changes in housing affordability. The Property, if purchased, is being acquired for the purpose of developing vacant land into a multi-family apartment community. The acquisition consists of one parcel with a gross area of approximately 2.30 acres

The City and the Seller have negotiated a Purchase Agreement with the following proposed deal-points:

- The City of Fontana would acquire the property for the price of $3,200,000.
- Purchase Price will be paid in two installments, with a release of 50% of the purchase price upon approval of the feasibility period and the remaining 50% due upon completion of any required entitlement processing.
- The City of Fontana and Seller, Aldea Foothill Two, LLC, will equally split any/all escrow fees

as appropriate.

- The contract allows for a period of up to 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 for the city's intended use. Staff anticipates completion of feasibility analysis by the end of April, with the intention of releasing the 50% deposit to the Seller in early May.
- Close of Escrow, including payment of the remaining 50% of the Purchase Price, is anticipated to occur within 18 months.

Approval of the Purchase Agreement and acquisition of the subject property represents a strategic opportunity for the City to secure land needed to implement the City's housing goals and further the community's long-term affordable housing strategy.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $3,300,000 (including escrow costs, acquisition fees, and related expenses). The necessary budget is included in the 2025-2026 budget in the Capital Improvements Fund #602 in 60230000-8310.

MOTION:
Approve staff recommendation.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Matt Ballantyne *City of Fontana* Date 03/23/2026

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ DRE Lic. # _____
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.
2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/25)

Date Prepared: *February 11, 2026*

1. OFFER:

A. THIS IS AN OFFER FROM *City of Fontana* ("Buyer").
☐ Individual(s), ☒ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other *Municipal Coprporation* .

B. THE PROPERTY to be acquired is *15166 FOOTHILL BLVD*, situated in *FONTANA* (City), *SAN BERNARDINO* (County), California, *92335 8026* (Zip Code), Assessor's Parcel No(s). *1110-161-08-0-000* ("Property").
Further Described As *ARROWHEAD V1NEYARD TR NO 1 W 165 FT E 330 FT LOTS 52 AND 53 EX S 20 FT OF LOT 52 HGWY 2.30 AC* .
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.

Seller's Brokerage Firm *MCO Developemnt, Inc.* License Number *02121643*
Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent *Mohammad Monshizadeh* License Number *01861923*
Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent _____ License Number _____
Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *3,200,000.00*	☒ All Cash
B		**Close Of Escrow (COE)**	☐ _____ Days after Acceptance OR ☒ on *5/31/2027* (date)	
C	40A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or *03/31/2026* (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *100,000.00* (*3.12* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or *5*) business days after Acceptance by wire transfer **OR** ☒ *Funds Acceptable to Escrow*
D(2)	5A(2)	☒ **Increased Deposit**	See attached ~~Increased Deposit~~ Addendum (~~C.A.R. Form IDA~~)	
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☒ *Buyer discretion*	
F	5D	**Balance of Down Payment**	$ *3,100,000.00* *(Less Applicable Option funds per addendum)*	
		PURCHASE PRICE TOTAL	$ *3,200,000.00*	
G	**SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS**			
G(1)	5E	☐ **Seller Credit to Buyer**	$ _____	For closing costs
G(2)	**ADDITIONAL FINANCE TERMS:** _____			

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G(3)	21A	☐ **Seller Payment for Buyer's Obligation to compensate Buyer's Broker**	**Seller agrees to pay to Buyer's Broker**, out of the transaction proceeds, _____% of the final purchase price AND, if applicable $ _____ OR, if checked ☐ $_____ .	
	Para #	**Paragraph Title or Contract Term**	**Terms and Conditions**	**Additional Terms**
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. ☐ **CR-B attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or 60) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F	**Insurance**	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	**Common Interest Disclosures** Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
		Possession	**Time for Performance**	**Additional Terms**
M	3R	**Vacant Lot Delivery** ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____ _____ .
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or 60) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	
O		**Intentionally Left Blank**		
P		**Items Included and Excluded**		
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:** ☐ _____. ☐ _____. ☐ _____.		

P(2)	9	**Excluded Items:** ☐ _____;	☐ _____;	☐ _____;

Q	Allocation of Costs			
	Para #	**Item Description**	**Who Pays** (if Both is checked, cost to be split equally unless Otherwise Agreed)	**Additional Terms**
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☐ Seller ☒ Both _____ ☐ Provided by: MyNHD	☐ Environmental ☐ Other _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☒ Buyer ☐ Seller ☐ Both _____	
Q(3)	10	Gov't Point of Sale Requirements **Inspections and reports**	☒ Buyer ☐ Seller ☐ Both _____	
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: _____
Q(5)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): _____
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	☒ Buyer ☐ Seller ☐ Both _____	
Q(8)		City transfer tax, fees	☒ Buyer ☐ Seller ☐ Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	☐ Buyer ☒ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both Not Applicable	
Q(13)		(A) _____ Reports (B) _____ Reports	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
R	12	**Additional Tenancy Documents** ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate		
S	**OTHER TERMS:** Additional Terms in Addendum forms			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- ☐ Residential Units Purchase Addendum (C.A.R. Form RU-PA)
- ☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- ☒ Addendum # 1 (C.A.R. Form ADM)
- ☐ Back Up Offer Addendum (C.A.R. Form BUO)
- ☐ Assumed Financing Addendum (C.A.R. Form AFA)
- ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- ☒ Other _____
- ☐ Short Sale Addendum (C.A.R. Form SSA)
- ☐ Court Confirmation Addendum (C.A.R. Form CCA)
- ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☐ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)
- ☒ Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- ☒ Wire Fraud Advisory (C.A.R. Form WFA)
- ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
- ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
- ☐ Trust Advisory (C.A.R. Form TA)
- ☐ REO Advisory (C.A.R. Form REO)
- ☐ Other _____
- ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- ☐ Probate Advisory (C.A.R. Form PA)
- ☐ Other _____
- ☐ Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **RETENTION OF DEPOSIT: Paragraph 37, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified **in paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. INTENDED USE: Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:
(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
(3) **Fair Appraisal Act:** See **paragraph 33** for additional information.

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. INSURANCE: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. TITLE:
(1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. REMOVAL OF CONTINGENCY OR CANCELLATION:
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.

(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and **(13)** only determine who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. ADDITIONAL DISCLOSURES: Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.

(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

H. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

I. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

J. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

K. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. TENANCY RELATED DISCLOSURES: Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. TENANT ESTOPPEL CERTIFICATES: If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. SELLER REPRESENTATIONS: Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:

(1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.

(2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.

(3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.

B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:
(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
(A) A general inspection.
(B) An inspection for lead-based paint and other lead-based paint hazards.
(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
(D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
(E) Any other specific inspections of the physical condition of the land and improvements.
(2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. PROPERTY DAMAGE: Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS: Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.

Q. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8J**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 37**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 36**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
21. **BROKERS AND AGENTS:**
    A. **COMPENSATION:**
        (1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
        (2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.
    B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
    C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **ESCROW INSTRUCTION PARAGRAPHS: The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow**: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40,** and **41.** If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
    B. **ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3**, **8**, **11**, or elsewhere in this Agreement.
    C. **COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. BROKER COMPENSATION:

(1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s), including if applicable **paragraph 3G(3)** of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

(2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: **(i)** the amount of compensation paid to Seller's Broker; and **(ii)** if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 21D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 21D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.

E. INVOICES: Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. VERIFICATION OF DEPOSIT: Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1)** and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. DELIVERY OF AMENDMENTS: A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 38A.**

26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

28. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

29. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    - **A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    - **B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    - **C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    - **D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    - **E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    - **F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    - **G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    - **H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
    - **I. Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    - **J. "Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
    - **K. "Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.
    - **L. "Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    - **M. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - **N. "Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40** or **paragraph 41.**
    - **O. "Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
    - **P. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    - **Q. "Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **FAIR APPRAISAL ACT NOTICE:**
    - **A.** Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
    - **B.** If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
36. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 40** and **41** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. **LIQUIDATED DAMAGES:**
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).
Buyer's Initials MB / _____ **Seller's Initials** MM / _____

38. **MEDIATION:**
A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.

39. **ARBITRATION OF DISPUTES:**
A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials MB / _____ **Seller's Initials** MM / _____

40. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 36** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Matt Ballantyne **Date:** 03/23/2026

Printed name of BUYER: City of Fontana

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

41. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)
☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 36** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Mohammad Monshizadeh **Date:** 03/23/2026
Printed name of SELLER: *Aldea Foothill Two , LLC*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, *Managing Member*
(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm _____ DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State ____ Zip _____
Email _____ Phone # _____
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm MCO Developemnt, Inc. DRE Lic. # 02121643
By Mohammad Monshizadeh DRE Lic. # 01861923 Date _____
By _____ DRE Lic. # _____ Date _____
Address 1 Venture, Suite 130 City Irvine State CA Zip 92618
Email mm@mcodevelopment.com Phone # (714)585-0090
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials MB / _____ Seller's Initials MM / _____

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____/_____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

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FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated **02/11/2026**, on property known as **15166 FOOTHILL BLVD, FONTANA, CA 92335 8026**, ("Property") in which **Aldea Foothill Two , LLC** is referred to as ("Seller") and **City of Fontana** is referred to as ("Buyer").

This addendum is to be used with a: **(i)** Residential Purchase Agreement (C.A.R. Form RPA); **(ii)** New Construction Purchase Agreement (C.A.R. Form NCPA); **(iii)** Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); **(iv)** Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or **(v)** Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

1. **FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026.The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
2. **CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: **(i)** the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; **(ii)** the buyer is a legal entity or trust; and **(iii)** the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
3. **REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
   - **A. Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
   - **B. Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
   - **C. Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
4. **DELIVERY OF REQUIRED INFORMATION:**
   - **A.** Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
   - **B.** Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
5. **CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
   - **A.** The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
   - **B.** Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
   - **C.** If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.

Buyer	Matt Ballantyne City of Fontana	Date	03/23/2026
Buyer		Date	
Seller	Mohammad Monshizadeh Aldea Foothill Two , LLC	Date	03/23/2026
Seller		Date	

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: ***15166 FOOTHILL BLVD, FONTANA, CA 92335 8026*** ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Mohammad Mousliizadeh Date 03/23/2026
Aldea Foothill Two , LLC

SELLER _____ Date _____

BUYER Matt Ballantyne Date 03/23/2026
City of Fontana

BUYER _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 6/25)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
   - **A. MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vise-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
   - **B. MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
   - **C. DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
     - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
     - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C**.

2. **ACKNOWLEDGEMENT AND CONSENT:**
   - **A. OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
   - **B. MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
   - **C. DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: **(i)** a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and **(ii)** except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller –- Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer Matt Ballantyne ***City of Fontana*** Date 03/23/2026

Buyer _____ Date _____

Seller Mohammad Monshizadeh ***Aldea Foothill Two , LLC*** Date 03/23/2026

Seller _____ Date _____

Buyer's Brokerage Firm _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm ***MCO Developemnt, Inc.*** DRE Lic # ***02121643***

By Mohammad Monshizadeh DRE Lic # ***01861923*** Date 03/23/2026

Mohammad Monshizadeh

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Matt Ballantyne *City of Fontana* Date 03/23/2026

Buyer/Tenant _____ Date _____

Seller/Housing Provider Mohammad Monshizadeh *Aldea Foothill Two , LLC* Date 03/23/2026

Seller/Housing Provider _____ Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term “Housing Provider” also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant Matt Ballantyne ***City of Fontana*** Date 03/23/2026

Buyer/Tenant _____ Date _____

Seller/Housing Provider Mohammad Monshizadeh ***Aldea Foothill Two , LLC*** Date 03/23/2026

Seller/Housing Provider _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Matt Ballantyne Date 03/23/2026

City of Fontana

Buyer/Seller/Landlord/Tenant _____ Date _____

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EQUAL HOUSING OPPORTUNITY

INCREASED DEPOSIT ADDENDUM

(To be used with an offer, counter offer, or amendment)
(C.A.R. Form IDA, 12/24)

The following terms and conditions are hereby incorporated into the Purchase Agreement, OR ☐ Other _____ _____ ("Agreement"), dated _____, on property known as ***15166 FOOTHILL BLVD, FONTANA, CA 92335 8026*** ("Property"), between ***City of Fontana*** ("Buyer") and ***Aldea Foothill Two , LLC*** ("Seller"). Buyer and Seller are referred to as the "Parties."

1. **INCREASED DEPOSIT:** Buyer agrees to deposit with Escrow Holder, in the same manner as the Initial Deposit, upon removal of all contingencies **OR** ☐ on _____ (date) **OR** ☐ upon _____ the sum of _____ Dollars ($ _____).
2. **COMBINED DEPOSIT:** The combined total of the Initial Deposit and the Increased Deposit shall be $ _____ (____% of purchase price). The % specified is for calculation purposes and is not a contractual term.
3. **APPLICATION OF INCREASED DEPOSIT TO LIQUIDATED DAMAGES:** If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.

The undersigned have read and acknowledge receipt of a copy of this Increased Deposit Addendum.

SELLER Mohammad Monshizadeh ***Aldea Foothill Two , LLC*** Date 03/23/2026
SELLER _____ Date _____

BUYER Matt Ballantyne ***City of Fontana*** Date 03/23/2026
BUYER _____ Date _____

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IDA 12/24 (PAGE 1 OF 1)

ADDENDUM TO VLPA

Property: 15166 Foothill Blvd, Fontana CA

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1. **Parties**:
Buyer shall be referred to as City of Fontana, a California municipal corporation.
Seller shall be referred to as Aldea Foothill Two, LLC, a California limited liability company.

2. **Notice Addresses for the Parties**.
To Seller:
Aldea Foothill Two, LLC
Attn: Mohammad Monshizadeh
One Venture, Suite 130
Irvine, California 92618

To Buyer:
City of Fontana
Attn: Matthew Ballantyne
8353 Sierra Ave.
Fontana, CA 92335.

3. **Initial Deposit**. Within five (5) business days after Seller executes the Vacant Land Purchase Agreement and Joint Escrow Instructions (hereafter "Agreement"), the Parties shall (i) instruct the Escrow Holder to open escrow, and (ii) Buyer shall deposit One Hundred Thousand Dollars ($100,000.00) into the Escrow (hereafter "Initial Deposit"). The Initial Deposit shall be refundable through the end of the Feasibility Period, as defined below, in section 4 of this Addendum.

4. **Feasibility Period**. Seller shall have 60 days after full execution of the Agreement (hereafter "Feasibility Period")

5. **Escrow**. Escrow or Escrow Holder means First American Title.

6. **Effect of Approval or Disapproval of Fontana's City Council on the Initial Deposit**.
If Fontana City Council approves the Agreement during the Feasibility Period and/or any extensions thereof, then the initial deposit of $100,000 becomes non-refundable.
If however, Fontana City Council does not approve the Agreement during the Feasibility Period and/or any extensions thereof, then the Escrow Holder is hereby instructed to immediately return the Initial Deposit to Buyer without condition, deduction, or requirement of Seller consent. Seller shall have no claim or entitlement to the Initial Deposit prior to City Council approval.

7. **Council Approval; Municipal Authority**. Execution by any City personnel is conditioned upon approval by the City Council. No act, signature, or communication by City staff or consultants binds the City absent such approval.

8. **Option Payment**. By no later than the expiration of the Feasibility Period, Buyer will deposit a non-refundable One Million Six Hundred Thousand Dollars ($1,600,000.00) (Option Money), which shall be credited toward the purchase price at Close of Escrow.

9. **Seller Entitlement Obligations**. Seller, at Seller's sole cost and discretion, shall process all required entitlements for a multifamily development of not fewer than 80 units and not more than 100 units, including environmental documentation, technical studies, and all legislative and administrative approvals required by the City.

10. **Entitlement Timeline; Sunset Date; Extensions**. The entitlement schedule and outside sunset date is tentatively 05/31/2027. The Parties will determine a firm entitlement schedule and outside sunset date prior to the end of the Feasibility Period, in writing. Any extension of the entitlement timeline or sunset date is in the City's sole discretion. If entitlements are not approved within ninety (90) days after the sunset date, Buyer and Seller may mutually agree to one or more 90-day extensions. If Buyer elects not to extend the sunset date, in Buyer's sole and absolute discretion, Seller shall be declared in Default of the Agreement and shall return the Option Payment to Buyer, the Agreement shall terminate and the Parties shall have no further obligation to each other.

11. **Instruments of Service**. Buyer acknowledges that the site plans, entitlements, and preliminary engineering ("Instruments of Service") are the intellectual property of Seller's retained consultants ("Project Engineer"). The right to use, modify, or submit these plans for Final Engineering is governed by the specific Professional Services Agreement between Seller and Project Engineer and Architect. Seller shall transfer the right to use these Instruments of Service to Buyer at Closing, provided that such transfer is conditioned upon the Buyer's assumption of the existing contract with the Project Engineer.

12. **Close of Escrow**. Close of Escrow shall be on the earlier date of the City Council's approval of Seller's entitlements and May 31, 2027.

13. **Taxes and Assessments**. Taxes and assessments shall be prorated as of Close of Escrow. Seller shall be responsible for all taxes, assessments, and reassessments attributable to any period before Close of Escrow, including any supplemental or escape assessments issued after closing, for pre-closing taxes and assessments.

14. **City Representations; No Implied Warranties**. Buyer makes no representations or warranties except as expressly stated. No oral statements or conduct by City employees or consultants constitute a representation or waiver.

15. **Seller Representations:**

(a) Seller has full right, power, and authority to enter into the Agreement, including amendments thereto, and can perform thereunder;

(b) Seller holds title to the Property free and clear of all monetary liens, other than those released at Close of Escrow;

(c) Seller is not in bankruptcy, receivership, probate, insolvency, or similar proceeding that would affect Seller or the Property;

(d) To Seller's best knowledge, without duty of inquiry, no Hazardous Materials are present, released, or threatened on or from the Property, except as disclosed in writing to Buyer prior to Close of Escrow;

(e) No litigation, claim, or administrative action is pending or threatened affecting the Property or Seller's ability to convey title to Property; and

(f) Seller has not granted any option, right of first refusal, or other right to purchase the Property.

The above-referenced representations shall survive Close of Escrow.

16. I**ndemnification by Seller**. Seller shall indemnify, defend and hold Buyer harmless against any claims, liabilities, damages, penalties, losses, or expenses relating to Seller's operation of the Property during its ownership.

17. **Brokers**. Seller shall be responsible for payment of its broker/agent, MCO Development, Inc./Mohammad Monshizadeh. Seller hereby discloses to Buyer that Mohammad Monshhizadeh is a principal of both MCO Development, Inc. and Seller.

18. **Liquidated Damages**. The Initial Deposit ($100,000) is the Liquidated Damages. The Option Money is not included in, or subject to, the Liquidated Damages provision.

19. **Title Review; Title Deliverables; Title Objections**. Within five (5) business days after opening escrow, Escrow Holder shall cause the Title Company to issue a Preliminary Title Report (hereafter "PTR") and complete copies of all documents referenced therein ("Title Deliverables"). Seller shall deliver the PTR to Buyer. Buyer shall have 15 days (hereafter "Review Period") from receipt of the PTR to review the PTR and Title Deliveries, to approve, disapprove or object to the PTR

and other Title Deliverables, if applicable, at Byer's sole discretion. Seller shall have ten (10) days to notify Buyer whether Seller will cure the objection. If Seller elects not to cure (or fails to cure at least fifteen (15) days before closing), Buyer may either terminate and receive immediate return of all funds or waive the objection. Seller shall, at Seller's sole cost, remove all monetary liens and deeds of trust, mechanics' liens, judgments, unpaid taxes, or assessments before Close of Escrow. Buyer shall be entitled to an ALTA owner's policy in the amount of the purchase price, subject only to approved exceptions.

20. **Addendum Controls**. In the event of a conflict between the terms of the Agreement and this Addendum, this addendum controls and supersedes the terms of the Agreement.

21. **Permit Streamlining Act Extension**. The parties acknowledge that Buyer's obligation to close is contingent upon obtaining discretionary and/or ministerial approvals for the Project (the "Entitlements"). If the City of Fontana fails to meet any applicable completeness determination, review, or approval deadline established under the California Permit Streamlining Act (Government Code § 65920 et seq.) or any successor statute (the "PSA"), then all time periods in this Agreement tied to the Closing Date, including any Outside Closing Date, shall automatically be extended on a day-for-day basis for the duration of such delay, provided Buyer is diligently pursuing such Entitlements. Any such extension shall not constitute a default by Buyer.

22. **City Council Approval.** Notwithstanding anything to the contrary, Buyer shall have no obligation to perform or close escrow unless and until the City Council of the City of Fontana has approved the Agreement at a duly noticed public meeting. Escrow shall not close absent such approval.

23. **Purchase Price and Deposit**. The Purchase Price of Three Million Two Hundred Thousand Dollars ($3,200,000) shall be paid in cash at Close of Escrow. The Purchase Price shall include, without limitation, all of Seller's right, title, and interest in and to the Property, including the land, all buildings and improvements thereon, all fixtures, easements, rights-of-way, privileges, appurtenances, development rights, air rights, water rights (if any), mineral rights (if any), and any and all rights and interests appurtenant thereto.

The Purchase Price shall further include all assignable governmental approvals, permits, entitlements, site plans, studies, surveys, reports, engineering documents, warranties, guaranties, and contracts relating to the Property, to the extent assignable by Seller.

The initial deposit shall be fully refundable during the sixty (60) day Feasibility Period.

Any release of deposit to Seller shall occur only upon written authorization executed by the City Manager following City Council approval of feasibility. No portion of the deposit shall become non-refundable automatically during the Feasibility Period.

If the transaction is conditioned upon completion of entitlements and such entitlements are not approved, denied, materially conditioned, or not obtained by the Outside Date, as extended, all deposits not previously released in writing by Buyer shall be returned to Buyer.

24. **Entitlement Contingency**. Close of Escrow is expressly conditioned upon Buyer obtaining, in its sole discretion, all land use entitlements, approvals, permits, and discretionary approvals necessary for Buyer's intended use of the Property ("Entitlements"). Buyer shall control the entitlement process. If Entitlements are not obtained by 05/31/2027 ("Outside Date"), Buyer may terminate the Agreement and receive return of its Initial Deposit.

25. **Environmental Matters**. Seller represents that Seller has not received written notice from any governmental authority alleging the presence of Hazardous Materials at, on, under, or migrating from the Property in violation of Environmental Laws. Except as disclosed in the Phase I Report, Seller has no actual knowledge of any release, disposal, dumping, or discharge of Hazardous Materials at, on, under, or from the Property during Seller's period of ownership.

26. **Closing Costs**. Buyer is a public agency and is exempt from payment of documentary transfer taxes pursuant to California Revenue and Taxation Code § 11922. Seller shall pay documentary transfer taxes and the premium for the owner's standard coverage title policy. Each party shall pay its customary share of escrow fees.

27. **Attorneys' Fees in Connection with this Agreement**. Each party shall bear its own attorneys' fees and costs in connection with this Agreement and the transaction contemplated herein.

28. **Escrow Instructions.** Escrow Holder shall not prepare, amend, or modify escrow instructions without prior written approval of the City Attorney or authorized representative of Buyer.

29. **Non-Appropriation**. Buyer's obligations are subject to lawful appropriation of funds by the City Council of the City of Fontana.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

ADDENDUM TO VLPA

Property: 15166 Foothill Blvd, Fontana CA

Buyer:

City of Fontana
A Municipal Corporation

Date: March 23, 2026

By: Matt Ballantyne
Name: Matthew Ballantyne
Its: City Manager

Seller:
Aldea Fontana Two, LLC
A California Limited Liability Company

Date: March 23, 2026

By: Mohammad Monshizadeh
Name: Mohammad Monshizadeh
Its: Managing Member

Certificate Of Completion

Envelope Id: F74192A3-3570-45BA-8F8D-2A08FB3F87EA
Subject: Complete with Docusign: 15166_FOOTHILL_BLVD (2).pdf
Source Envelope:
Document Pages: 35
Certificate Pages: 6
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 19
Initials: 40

Status: Completed

Envelope Originator:
Purchasing Office
8353 Sierra Avenue
Fontana, CA 92335
purchasing@fontana.org
IP Address: 192.146.186.99

Record Tracking

Status: Original
3/19/2026 | 04:56 PM

Holder: Purchasing Office
purchasing@fontana.org

Location: DocuSign

Signer Events	Signature	Timestamp
Matt Ballantyne mballantyne@fontanaca.gov City Manager City of Fontana Security Level: Email, Account Authentication (None)	Matt Ballantyne Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.99	Sent: 3/23/2026 | 01:44 PM Viewed: 3/23/2026 | 01:59 PM Signed: 3/23/2026 | 02:03 PM
Electronic Record and Signature Disclosure: Accepted: 3/23/2026 | 01:59 PM ID: be46c7d5-3488-4368-a1c2-6ed99767a687		
Mohammad Monshizadeh mm@mcodevelopment.com Managing Member / Authorized Agent Cherry Village Inland, LLC Security Level: Email, Account Authentication (None)	Mohammad Monshizadeh Signature Adoption: Pre-selected Style Using IP Address: 72.213.243.51	Sent: 3/19/2026 | 06:45 PM Resent: 3/23/2026 | 01:13 PM Resent: 3/23/2026 | 02:03 PM Viewed: 3/23/2026 | 03:25 PM Signed: 3/23/2026 | 03:27 PM
Electronic Record and Signature Disclosure: Accepted: 3/23/2026 | 03:25 PM ID: bda6887e-dac2-4430-80ce-0dbedaf5de38		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Purchasing Office purchasing@fontana.org www.fontanapurchasing.org OPR Communications Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/19/2026 | 05:01 PM Resent: 3/23/2026 | 03:28 PM Resent: 3/23/2026 | 03:28 PM Viewed: 3/19/2026 | 05:01 PM
Electronic Record and Signature Disclosure: Accepted: 3/17/2026 | 09:26 AM ID: c97e9a4c-2ea8-4826-98e7-a14366f78f27		

Carbon Copy Events	Status	Timestamp
City Clerk Office ClerksDocusign@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/23/2026 | 03:28 PM Viewed: 3/23/2026 | 03:39 PM
Linda Alonzo lalonzo@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/18/2026 | 10:49 AM ID: 44093a22-eb81-40e7-aafc-df0f449869af	COPIED	Sent: 3/23/2026 | 03:28 PM
Phillip Burum pburum@fontanaca.gov Deputy City Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/23/2026 | 03:11 PM ID: adb0cfbb-4441-4121-b9f8-e71ce01d1c82	COPIED	Sent: 3/23/2026 | 03:28 PM Viewed: 3/23/2026 | 03:36 PM
Tanya Ruiz truiz@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2025 | 04:38 PM ID: b2da0079-db8a-4125-ae90-61365218eb3e	COPIED	Sent: 3/23/2026 | 03:28 PM
Laurie Miller lmiller@fontanaca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/3/2025 | 04:34 PM ID: 4b1f8c38-592c-4aa8-b4b1-0ed5964022ac	COPIED	Sent: 3/23/2026 | 03:28 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/19/2026 | 05:01 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/19/2026 | 06:45 PM
Envelope Updated	Security Checked	3/23/2026 | 01:44 PM
Envelope Updated	Security Checked	3/23/2026 | 01:44 PM
Certified Delivered	Security Checked	3/23/2026 | 03:25 PM
Signing Complete	Security Checked	3/23/2026 | 03:27 PM
Completed	Security Checked	3/23/2026 | 03:28 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ctejeda@fontana.org

To advise City of Fontana of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ctejeda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Fontana
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ctejeda@fontana.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

File #: 26-0942
Agenda #: O.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
First Amendment to Option and Purchase and Sale Agreement for City owned property

RECOMMENDATION:
1. Approve the First Amendment to the Option and Purchase and Sale Agreement with SA Golden Investments, LLC for city owned land located at the northwest corner of Arrow Boulevard and Sierra Avenue consisting of approximately 21,500 square feet, more specifically described as APN's 0191-163-26, 0191-163-17, and 0191-163-16.

2. Authorize the City Manager to enter into any documents necessary or appropriate to effectuate said approvals and/or agreement, including any related financing or subordination documents required to effectuate the close of escrow and development of the property.

COUNCIL GOALS:
- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- 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:
The City of Fontana has undertaken an expansive and comprehensive revitalization of Downtown Fontana. The City of Fontana owns three parcels (Assessor's Parcel Numbers 0191-163-16, 0191-163-17, and 0191-163-26) on the northwest corner of Arrow Boulevard and Sierra Avenue encompassing approximately 21,600 square feet.

The City entered into an Option and Purchase and Sale Agreement and Joint Escrow Instructions with SA Golden Investments, Inc., dated February 22, 2024. The Buyer and Seller request amendment to the following conditions:

- Parking Structure: An adjacent parking structure containing not less than 500 spaces, with not less than 50 (gated) dedicated for the exclusive use of the Property, shall have commenced construction prior to the Closing Date.
- Buyer shall have received final approval of all necessary land-use approvals, authorizations and entitlements between Buyer and the City to develop the Option Property.

- Buyer shall submit to Seller all fully executed construction contracts and evidence of construction financing commitment no later than fifteen (15) days prior to the scheduled Closing Date.
- Buyer shall cause the closing of all construction financing for the development of the Option Property to occur concurrently with the Closing Date.
- Development of the Property shall be completed no later than eighteen (18) months following the Closing Date.

Approval of the first amendment on the subject property will play a pivotal role in the revitalization of the downtown area.

FISCAL IMPACT:
Purchase agreement reflects a purchase price of $675,000. Actual revenue will not be realized until the building is occupied, most likely 36 months from close of escrow. Upon receipt of closing proceeds, net revenue will be deposited into Fund 601 - Capital Reinvestment.

MOTION:
Approve staff recommendation.

FIRST AMENDMENT TO REAL ESTATE OPTION AND PURCHASE AND SALE AGREEMENT

This First Amendment to the Real Estate Option and Purchase and Sale Agreement (the "Amendment") is entered into on this ____ day of _____, ("Effective Date") by and between SA Golden Investments, a California limited liability company ("Buyer"), and the City of Fontana, a California municipal corporation ("Seller"), to amend that certain Real Estate Option and Purchase and Sale Agreement dated as of February 22, 2024 (the "Agreement").

RECITALS

WHEREAS, Buyer and Seller are parties to the Agreement, pursuant to which Seller granted to Buyer an exclusive option to purchase certain real property located in the City of Fontana, County of San Bernardino, State of California, and more particularly described in the Agreement (the "Option Property"); and

WHEREAS, Buyer has exercised its option pursuant to Sections 1 and 2 of the Agreement, has completed all required due diligence on the Option Property, and has determined there are no disputed title items; and Buyer's execution of this Amendment constitutes its written notice of feasibility approval to Seller and Escrow Holder, with the parties acknowledging that no further notice is required under the Agreement; and

WHEREAS, Seller acknowledges and accepts Buyer's exercise of the option, the completion of Buyer's due diligence, and the sufficiency of this Amendment as written notice of feasibility approval, and agrees that no additional notice is required under Sections 1 and 2 or the due diligence provisions of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to modify certain terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENTS

The Agreement is hereby amended as follows:

1. Section 12.E. Conditions to Buyer's Performance; Parking Structure. Section 12.E is hereby amended to read:

   "Parking Structure. An adjacent parking structure containing not less than 500 spaces, with not less than 50 (gated) dedicated for the exclusive use of the Property, shall have commenced construction prior to the Closing Date. Parking spaces not dedicated for the exclusive use of the Property shall not be charged to the Property or Property's tenants."

2. Section 13.A Conditions to Seller's Performance. Section 13.A. is hereby amended to read as follows:

"A. Buyer shall have received final approval (beyond any challenge or appeal period with no challenge or appeal then pending) of all necessary land-use approvals, authorizations and entitlements between Buyer and the City (collectively, the "**Entitlements**"), to develop the Option Property."

3. Section 13. Conditions to Seller's Performance. Section 13 is hereby amended to add new subsections G and H, which shall read as follows:

"G. Buyer shall submit to Seller all fully executed construction contracts and evidence of construction financing commitment no later than fifteen (15) days prior to the scheduled Closing Date.

H. Buyer shall cause the closing of all construction financing for the development of the Option Property to occur concurrently with the Closing Date hereunder."

4. Section 28. Development Covenant and Condition Subsequent. A new Section 28 is hereby added to the Agreement, which shall read in its entirety as follows:

" **28 DEVELOPMENT COVENANT AND CONDITION SUBSEQUENT.**

Buyer covenants and agrees that the development of the Option Property, in accordance with the plans submitted to and approved by Seller, shall be fully completed no later than eighteen (18) months following the Closing Date (the "Completion Date").

In the event Buyer fails to complete development of the Option Property by the Completion Date, Buyer shall pay to Seller, as liquidated damages, and not as a penalty, $10,000 (ten thousand dollars) per month (prorated for any partial month) for each month that completion is delayed beyond the Completion Date.

The parties acknowledge and agree that actual damages resulting from such delay would be difficult to ascertain, and that the foregoing amount represents a reasonable estimate of the losses Seller would likely incur. Liquidated damages shall accrue monthly and be payable until the development is complete in accordance with the Agreement. This Section shall not apply to delays caused by circumstances solely outside of Buyer's control."

5. Except as expressly amended by this Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect, In the event of any conflict between the terms of the Agreement and this Amendment, the terms of the Amendment shall prevail.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SELLER:

City of Fontana

By:_____

Name:

Title:

BUYER:

SA Golden Investments, Inc.

By:_____

Name:

Title:

8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0944
Agenda #: P.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance of Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB)

RECOMMENDATION:
Accept as complete the work performed by FieldTurf Inc, USA for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB).

COUNCIL GOALS:
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
On October 28, 2025, the City Council awarded a construction contract to FieldTurf Inc, USA for the Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 project in the amount of $423,613.86 and authorized a 10% contingency in the amount of $42,362.00 (PW-26-36-SB) for a total contract authorization amount of $465,975.86.

There were no change orders, and FieldTurf Inc, USA, finished the project on March 13, 2025. All work has been accepted as complete by the City for a final contract amount of $423,613.86.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item. The funding for this project was included in the Fiscal Year 2025-2026 operating budget in Org# 60437000.8130.

MOTION:
Approve Staff Recommendation

File #: 26-0945
Agenda #: Q.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Award a Construction Contract for the Village of Heritage (VoH) Liberty Loop Patching and Pavement Rehabilitation Project (DE-26-97-SB)

RECOMMENDATION:
1. Award bid and authorize the City Manager to enter into a construction contract with Matich Corporation for the construction of the VoH Liberty Loop Patching and Pavement Rehabilitation Project in the amount of $2,548,691.00 and authorize a 10% contingency in the amount of $254,869.10 (DE-26-97-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the VoH Liberty Loop Patching and 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 Village of Heritage (VoH) Liberty Loop Patching and Pavement Rehabilitation Project. The proposed improvements located in VoH include the rehabilitation of existing asphalt pavement and ADA compliant curb ramps. The project will improve ride quality, increase pavement service life, and enhance the safety of both vehicular and pedestrian traffic.

On April 9, 2026, the bids for this project were opened. A total of nine (9) bids were received ranging from $2,548,691.00 to $3,468,561.05. The Engineer's Estimate was $3,732,623.00. After reviewing the proposed bid documents and performing reference checks, Engineering staff has determined Matich Corporation to be the lowest responsive and responsible bidder in the amount of $2,548,691.00.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $2,548,691.00 with a $254,869.10

contingency, for a total of $2,803,560.10. Funds are included in the FY 25/26 Pavement Rehabilitation Project #37600090-601-A-8330 and #37600090-601-A-8331.

MOTION:
Approve staff recommendation.

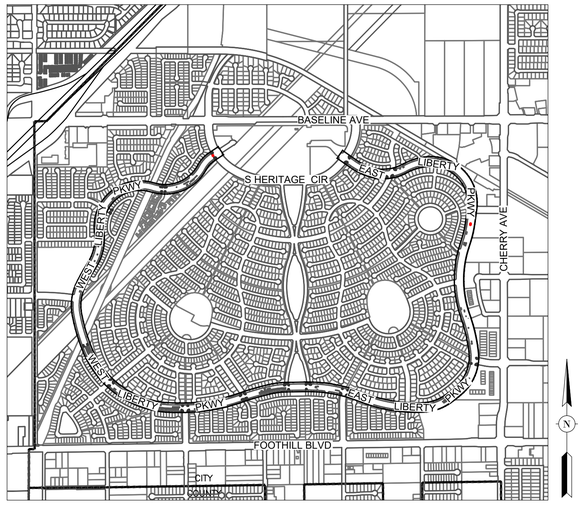
Bid Results

VoH Liberty Loop Patching and Pavement Rehabilitation Project

DE-26-97-SB

1. Matich Corporation Redlands, CA	$2,548,691.00
2. Calmex Engineering, Inc. Bloomington, CA	$2,768,597.29
3. Sequel Contractors, Inc. Santa Fe Springs, CA	$2,797,354.05
4. LCR Earthwork & Engineering Corp. Jurupa Valley, CA	$2,882,388.45
5. Hardy & Harper Lake Forest, CA	$3,040,000.00
6. All American Asphalt Corona, CA	$3,160,130.95
7. Elegant Construction, Inc. Irvine, CA	$3,191,865.45
8. Romero General Construction Corp. Escondido, CA	$3,286,286.00
9. R.J. Noble Company Orange, CA	$3,468,561.05

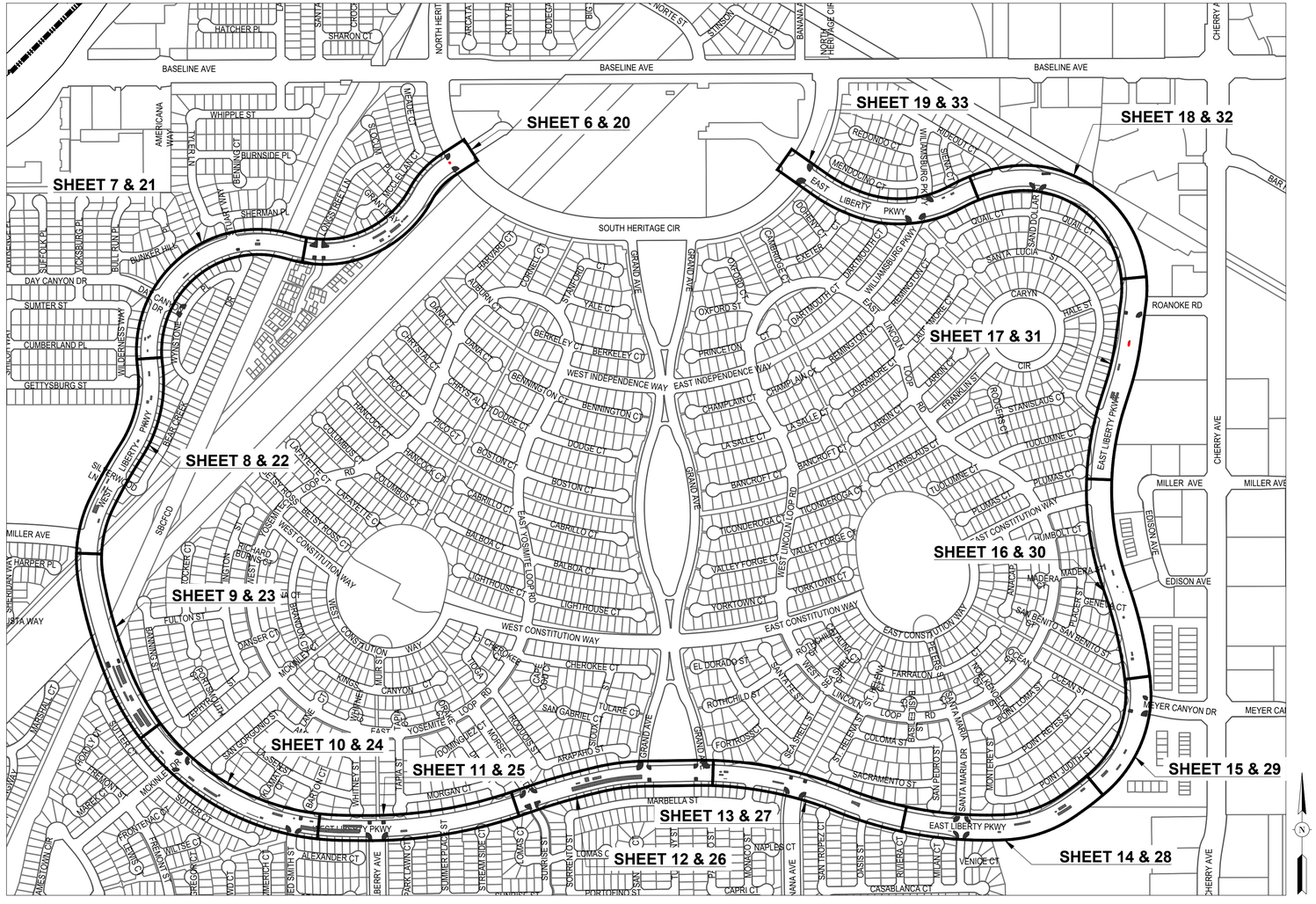
CITY OF FONTANA
VoH LIBERTY PARKWAY
PAVEMENT REHABILITATION



VICINITY MAP
N.T.S.

SHEET INDEX:

1. TITLE SHEET
2. GENERAL NOTES
3-5. TYPICAL SECTIONS & DETAILS
6-19. CONSTRUCTION SHEET - W LIBERTY PKWY & E LIBERTY PKWY PATCHING, ADA RAMPS, "A" CURB, AND CURB & GUTTER
20-33. CONSTRUCTION SHEET - W LIBERTY PKWY & E LIBERTY PKWY GRIND & OVERLAY



INDEX MAP
N.T.S.

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

REV.	REVISION DESCRIPTION	DATE	ENGR.	CITY	DATE

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

REGISTERED PROFESSIONAL ENGINEER
JEFFREY KIM
No. 63106
CIVIL
STATE OF CALIFORNIA

Prepared Under The Supervision Of :

Date :01/06/26

JEFFREY KIM R.C.E. 63106

CITY OF FONTANA, CALIFORNIA
STREET IMPROVEMENT PLAN

DRAWN BY: CR	VoH LIBERTY PARKWAY PAVEMENT REHABILITATION TITLE SHEET	SCALE: AS SHOWN
DESIGNED BY: CR		DATE: 1/6/26
CHECKED BY: TR / SM	APPROVED BY: GIA LAM KIM CITY ENGINEER DATE: 01/06/26 R.C.E. 62296	DRAWING NO.: 6591 1/33

Bid Result

Bidder Details

Vendor Name
Matich Corporation
Address
1596 Harry Sheppard Blvd.
San Bernardino, California 92408
United States
Respondee
Jason G. Jones
Respondee Title
Vice President of Estimating
Phone
909-382-7400
Email
jjones@matichcorp.com
Vendor Type
CADIR
License #
149783
CADIR
1000004260

Bid Detail

Bid Format
Electronic
Submitted
04/09/2026 1:44 PM (PDT)
Delivery Method
Bid Responsive
Bid Status
Submitted
Confirmation #
479241

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Matich Corp Proposal FINAL.pdf	Matich Corp Proposal FINAL.pdf	Proposal Documents to Upload
Matich Corp Bid Bond Signed and Notarized.pdf	Matich Corp Bid Bond Signed and Notarized.pdf	Bid Bond

Subcontractors

Showing 3 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Cat Tracking Inc. 17 Commercial Avenue Riverside, California 92507	Striping	991122	1000011750	$59,500.00	DBE, OSB, WBE
EBS Utilities Adjusting Inc. 1345 Quarry St. # 100 Corona, California 92879	Manholes	932798	1000004286	$58,125.00	
Pavement Rehab Company 2890 E. LA CRESTA AVE ANAHEIM, California 92806	Concrete	1051374	1000064823	$639,000.00	

Line Items

Discount Terms
No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response Comment
Imported Items							$2,548,691.00	
1	1		Project Notifications (Section 3-14)	LS	1	$1,580.00	$1,580.00	Yes
2	2		Mobilization	LS	1	$299,000.08	$299,000.08	Yes
3	3		Temporary Traffic Control	LS	1	$113,400.00	$113,400.00	Yes
4	4		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	52	$10,900.00	$566,800.00	Yes
5	5		Remove 5" Depth of Existing AC Pavement and Native Material, Recompact to 95%	SF	47516	$1.46	$69,373.36	Yes
6	6		Construct 5" AC Pavement (B PG-70-10)	SF	47516	$3.31	$157,277.96	Yes
7	7		Cold Mill existing asphalt concrete pavement (Depth = 2")	SF	962553	$0.13	$125,131.89	Yes
8	8		Construct 2" AC Pavement (C2 PG-70-10)	SF	962553	$1.07	$1,029,931.71	Yes
9	9		Remove Then Adjust Existing Manhole to Grade per Contract Documents and COF Std. 3014	EA	31	$1,920.00	$59,520.00	Yes
10	10		Construct New 8" Curb and Gutter Over 95% Compacted Native Per City of Fontana Std. Plan No. 1000	LF	626	$87.00	$54,462.00	Yes
11	11		Construct New 8" "A" Curb Over 95% Compacted Native Per City of Fontana Std. Plan No. 1000	LF	27	$82.00	$2,214.00	Yes
12	12		Signing, Striping, and Pavement Markers Complete per Contract Plans (Ref. Section-E; Includes Removal and Installation of Signing & Striping, Detector Loops)	LS	1	$70,000.00	$70,000.00	Yes

Line Item Subtotals

Section Title	Line Total
Imported Items	$2,548,691.00
Grand Total	$2,548,691.00

File #: 26-0974
Agenda #: R.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve and Authorize the City Manager to enter into a Public Road Easement with the U.S. Department of Agriculture Forest Service along Coyote Canyon Road, West of Sierra Avenue

RECOMMENDATION:
Approve and authorize the City Manager to enter into a Public Road Easement with the U.S. Department of Agriculture Forest Service along Coyote Canyon Road, west of Sierra Avenue.

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 June 2, 2020, the City of Fontana Planning Commission approved MCN No. 15-078 and Design Review No. 16-003 to consolidate twelve parcels into two parcels and a remainder parcel, totaling approximately 83 acres for the development of a new commerce building totaling approximately 1,171,788 square feet.

To adhere to the Conditions of Approval, the developer coordinated with the U.S. Department of Agriculture Forest Service to get a Public Road Easement along Coyote Canyon Road.

FISCAL IMPACT:
There are no fiscal impacts associated with approving the Public Road Easement. Funding for the maintenance work is included in the FY 2026-2027 budget under the Public Works & Engineering Department, Utilities and Street Division.

MOTION:
Approve staff recommendation.

Auth ID: FCD087A Contact Name: CITY OF FONTANA Use Code: 751	FS-2700-9f (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

PUBLIC ROAD EASEMENT

AUTHORITY:
National Forest Roads and Trails Act, 16 U.S.C. 532-538

This public road easement (hereinafter "easement"), dated April 28, 2026 is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to CITY OF FONTANA, of the State of CA (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for operation and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road.

This easement is located on lands in the County of San Bernardino, State of California.

The purpose of this easement is to grant a Roadway and Public Utility Easement. This easement is 650 feet long and 60 feet wide for a portion of Lytle Creek road with a 30 foot slope maintenance easement adjacent therto and covers approximately 1.5 acres in the Sec. 7, T. 1 N., R. 5 W., SAN BERNARDINO MERIDIAN, ("the easement area"), as shown on the map attached as an appendix B to this easement. This and any other appendix A are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.

2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.

3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.

4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the grantee's right to cut vegetation under clause III.D.

F. ASSIGNABILITY. This easement is not assignable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS

A. CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD. The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. NONDISCRIMINATION. The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. PREVENTION AND CONTROL OF SOIL EROSION. Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement are and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of

this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or

2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:

(a) The easement or segment of the easement is not being preserved for prospective future use;

(b) The authorized officer gives the grantee written notice of the revocation; and

(c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located

within 90 days of the date this easement is granted; or

2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On April 28, 2026, I, the grantee, have read, understood, and accepted the terms of this easement.

MATTHEW C. BALLANTYNE- CITY MANAGER, CITY OF FONTANA — DATE 4.28.26

STATE OF California
San Bernardino COUNTY

On date, before me, a notary public in the State of California, personally appeared MATTHEW C. BALLANTYNE, known to me to be the person who signed this easement as the grantee.

See attached

Notary Public for the State of CALIFORNIA
My commission expires

On date, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

UNITED STATES OF AMERICA

JACQUELINE BUCHANAN — DATE
REGIONAL FORESTER
PACIFIC GEOGRAPHIC AREA
USDA Forest Service

STATE OF CALIFORNIA
SAN BERNARDINO COUNTY

On date, before me, a notary public in the State of California, personally appeared JACQUELINE BUCHANAN, known to me to be the person who signed this easement as the grantee.

_____

Notary Public for the State of
My commission expires

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711(voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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 San Bernardino)

On April 28, 2026 before me, Tanya Ruiz, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew C. Ballantyne
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.

TANYA RUIZ
Notary Public - California
San Bernardino County
Commission # 2494536
My Comm. Expires Jul 19, 2028

Signature _____
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: Public Road Easement Document Date: 4/28/2026
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Auth ID: FCD087A Contact Name: CITY OF FONTANA Use Code: 751	FS-2700-9f (09/2020) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

PUBLIC ROAD EASEMENT

AUTHORITY:
National Forest Roads and Trails Act, 16 U.S.C. 532-538

This public road easement (hereinafter "easement"), dated April 28, 2026 is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to CITY OF FONTANA, of the State of CA (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for operation and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road.

This easement is located on lands in the County of San Bernardino, State of California.

The purpose of this easement is to grant a Roadway and Public Utility Easement. This easement is 650 feet long and 60 feet wide for a portion of Lytle Creek road with a 30 foot slope maintenance easement adjacent therto and covers approximately 1.5 acres in the Sec. 7, T. 1 N., R. 5 W., SAN BERNARDINO MERIDIAN, ("the easement area"), as shown on the map attached as an appendix B to this easement. This and any other appendix A are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.

2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.

3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.

4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the grantee's right to cut vegetation under clause III.D.

F. **ASSIGNABILITY.** This easement is not assignable.

II. **IMPROVEMENTS**

A. **LIMITATIONS ON USE.** Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. **DRAWINGS.** All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. **OPERATIONS**

A. **CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD.** The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. **NONDISCRIMINATION.** The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. **RESOURCE PROTECTION DURING ROAD MAINTENANCE.** The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. **PREVENTION AND CONTROL OF SOIL EROSION.** Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement are and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. **CUTTING, DISPOSAL, AND PLANTING OF VEGETATION.** This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of

this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or

2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:

(a) The easement or segment of the easement is not being preserved for prospective future use;

(b) The authorized officer gives the grantee written notice of the revocation; and

(c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located

within 90 days of the date this easement is granted; or

2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On April 28, 2026, I, the grantee, have read, understood, and accepted the terms of this easement.

MATTHEW C. BALLANTYNE- CITY MANAGER, CITY OF FONTANA — DATE 4.28.26

STATE OF California
San Bernardino COUNTY

On date, before me, a notary public in the State of California, personally appeared MATTHEW C. BALLANTYNE, known to me to be the person who signed this easement as the grantee.

see attached

Notary Public for the State of CALIFORNIA
My commission expires

On date, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

UNITED STATES OF AMERICA

JACQUELINE BUCHANAN — DATE
REGIONAL FORESTER
PACIFIC GEOGRAPHIC AREA
USDA Forest Service

STATE OF CALIFORNIA
SAN BERNARDINO COUNTY

On date, before me, a notary public in the State of California, personally appeared JACQUELINE BUCHANAN, known to me to be the person who signed this easement as the grantee.

_____

Notary Public for the State of
My commission expires

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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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 San Bernardino)

On April 28, 2026 before me, Tanya Ruiz, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew C. Ballantyne,
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.

TANYA RUIZ
Notary Public - California
San Bernardino County
Commission # 2494536
My Comm. Expires Jul 19, 2028

Signature _____
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: Public Road Easement Document Date: 4/28/2026
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

A 60.00-FOOT WIDE STRIP OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING 22.50 FEET NORTHWESTERLY AND 37.50 FEET SOUTHEASTERLY OF THE FOLLOWING DESCRIBED CENTERLINE, WITH BEARINGS AND DISTANCES BASED ON PARCEL MAP NO. 19712, FILED IN BOOK 263, PAGES 23 THROUGH 31, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY (THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DESCRIBE A ROADWAY AND PUBLIC UTILITY EASEMENT, 60 FEET WIDE, ALONG WITH A SLOPE MAINTENANCE EASEMENT, 30 FEET WIDE, CONTIGUOUS AND ADJACENT TO THE NORTHERLY LINE THEREOF):

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7 AS SHOWN ON SAID PARCEL MAP NO. 19712; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, NORTH 00° 21' 27" WEST, 214.60 FEET TO THE **TRUE POINT OF BEGINNING,** THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 650.00 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 14° 23' 57" EAST; THENCE

WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 48' 39", AN ARC DISTANCE OF 9.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 825.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 13° 35' 18" WEST; THENCE

WESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07° 01' 13", AN ARC DISTANCE OF 101.08 FEET; THENCE

TANGENT TO SAID CURVE, SOUTH 69° 23' 29" WEST, 252.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 778.00 FEET; THENCE

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 40' 23", AN ARC DISTANCE OF 199.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 THAT BEARS NORTH 89°55'46" WEST, 518.81 FEET, MORE OR LESS, ALONG SAID SOUTH LINE FROM SAID SOUTH QUARTER CORNER.

THE SIDELINES OF SAID 60.00-FOOT WIDE STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHEASTERLY ON SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 7, AND TO TERMINATE SOUTHWESTERLY ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7.

THE LAND DESCRIBED HEREIN CONTAINS 32,776 SQUARE FEET OR 0.752 ACRES, MORE OR LESS.

TO BE KNOWN AS COYOTE CANYON ROAD (FORMERLY LYTLE CREEK ROAD).

TOGETHER WITH A 30.00-FOOT WIDE EASEMENT FOR SLOPE MAINTENANCE PURPOSES IMMEDIATELY ADJACENT TO THE NORTHWESTERLY LINE OF SAID 60.00-FOOT WIDE STRIP, THE SOUTHEASTERLY SIDELINE OF SAID 30.00-FOOT EASEMENT BEING COINCIDENT WITH THE NORTHWESTERLY LINE OF THE ABOVE-DESCRIBED 60.00-FOOT WIDE STRIP OF LAND, THE NORTHWESTERLY SIDELINE OF SAID 30.00-FOOT WIDE STRIP TO BE EXTENDED OR SHORTENED TO TERMINATE NORTHEASTERLY ON SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 7, AND TO TERMINATE SOUTHWESTERLY ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7. SAID EASEMENT FOR SLOPE MAINTENANCE PURPOSES CONTAINS AN AREA OF 19,074 SQUARE FEET (0.438 ACRES), MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

04/27/2026
ROBERT WALKER, P.L.S. 7137 DATE

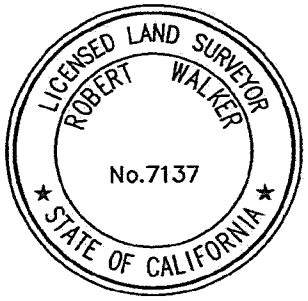
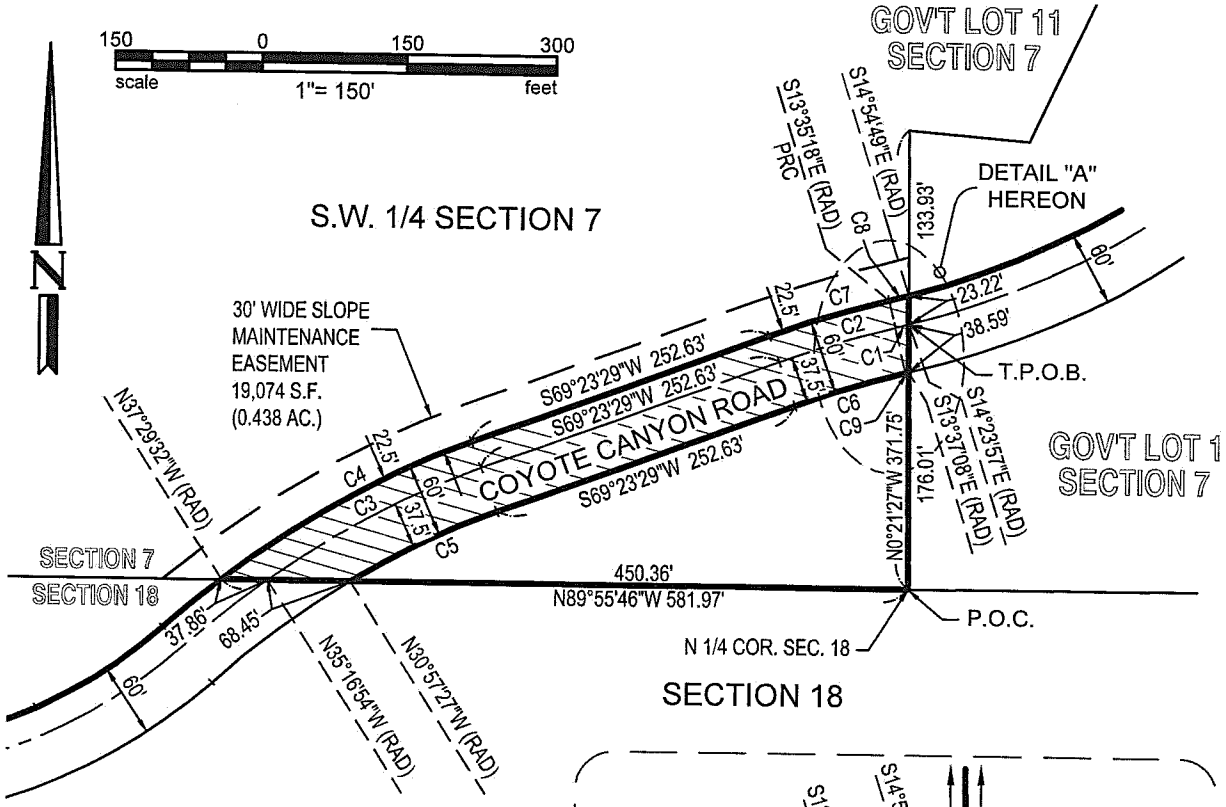
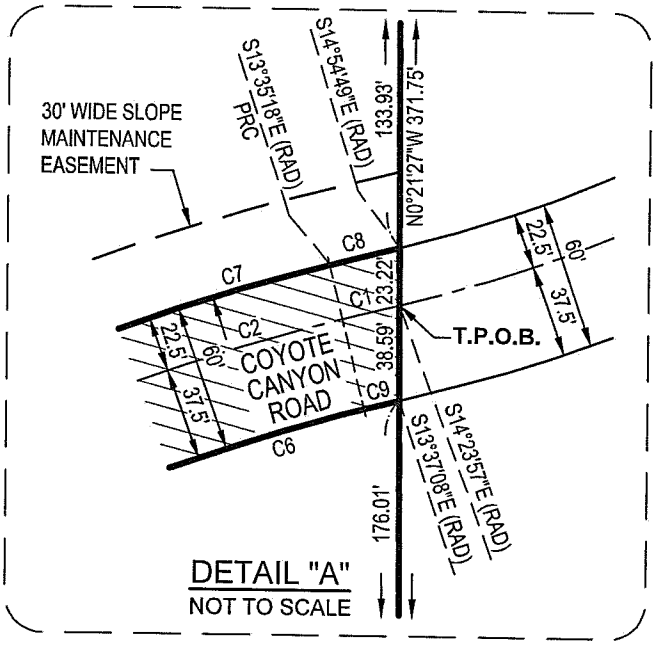


EXHIBIT "B"

IN THE SOUTHWEST QUARTER OF SECTION 7,
T.1 N., R. 5 W., SAN BERNARDINO MERIDIAN,
IN THE CITY UNINCORPORATED TERRITORY OF
SAN BERNARDINO COUNTY, CALIFORNIA



CURVE DATA TABLE			
LINE #	DELTA	RADIUS	LENGTH
C1	00°48'39"	650.00'	9.20'
C2	07°01'13"	825.00'	101.08'
C3	14°40'23"	778.00'	199.24'
C4	16°53'01"	800.50'	235.89'
C5	10°20'56"	740.50'	133.75'
C6	07°01'13"	787.50'	96.49'
C7	07°01'13"	847.50'	103.84'
C8	01°19'30"	627.50'	14.51'
C9	00°01'50"	687.50'	0.37'



DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B = TRUE POINT OF BEGINNING

AREA = 32,776 SQ. FT
OR 0.752 AC.

DAVID EVANS AND ASSOCIATES INC.
25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number:	CPRKI15L0001
Date:	11-25-2025
Scale:	1"=150'
Sheet	1 OF 1

Drawing Name: P:\C\CPRKI15L0001\0400CAD\SV\EXHIBITS\CPRKI15L0001 RW Across BLM Land Exhibit B.dwg
Last Opened: Nov 25, 2025 - 9:29am by: Sxz

File #: 26-0956
Agenda #: S.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
Mayor Warren

SUBJECT:
Naming of Proposed Children's Museum in honor of John P. Previti

RECOMMENDATION:
Approve the naming of the Proposed Children's Museum in honor of John P Previti.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The City has issued a request for proposal for the design work to create an interactive children's museum within the existing Fontana Lewis Library & Technology Center. The intent is to enhance an underutilized portion of the library that fronts Sierra Avenue and encourage families to frequent the facility and downtown amenities.

For years, the Previti Family has invested and developed communities within Fontana. The naming of the Children's Museum would recognize their contributions towards the growth of Fontana.

FISCAL IMPACT:
None

MOTION:
Approve Mayor's Recommendation.

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8437 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 26-0980
Agenda #: T.

Agenda Date: 4/28/2026
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of **Resolution No. 2026-029** Appointing Mayor Warren as the City's Representative to the San Bernardino Regional Housing Trust (SBRHT) Board of Directors

RECOMMENDATION:
Adopt **Resolution No. 2026-029** appointing Mayor Warren as the City of Fontana's representative to the San Bernardino Regional Housing Trust (SBRHT) Board of Directors.

COUNCIL GOALS:

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.

DISCUSSION:
Following the City Council's approval of participation in the San Bernardino Regional Housing Trust (SBRHT) Joint Powers Authority (JPA), each member agency is required to designate one locally elected official to serve on the SBRHT Board of Directors.

The Board of Directors is responsible for guiding the strategic direction of the Housing Trust, including funding priorities, program development, and regional housing initiatives. Representation on the Board ensures that the City of Fontana has a direct role in decision-making related to affordable housing investment and policy at the regional level.

Staff recommends the appointment of Mayor Warren to serve as the City's representative on the SBRHT Board of Directors.

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

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2026-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA APPOINTING MAYOR WARREN AS THE CITY'S REPRESENTATIVE TO THE SAN BERNARDINO REGIONAL HOUSING TRUST (SBRHT) BOARD OF DIRECTORS, AS REFERENCED IN THE AGENDA TITLE AND RECOMMENDED ACTION.

WHEREAS, the City Council of the City of Fontana approved participation in the San Bernardino Regional Housing Trust (SBRHT) through a Joint Powers Authority (JPA) to support regional housing initiatives; and

WHEREAS, the SBRHT Joint Powers Authority requires each member agency to appoint one locally elected official to serve on its Board of Directors; and

WHEREAS, the Board of Directors is responsible for establishing policies, funding priorities, and overseeing implementation of programs that support affordable housing throughout the region; and

WHEREAS, appointing a representative ensures the City of Fontana maintains a direct role in regional housing policy and funding decisions; and

WHEREAS, the City Council desires to appoint Mayor Warren to serve as the City's representative on the SBRHT Board of Directors.

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

Section 1. Appointment. Mayor Warren is hereby appointed as the City of Fontana's representative to the San Bernardino Regional Housing Trust (SBRHT) Board of Directors.

Section 2. Implementation. The City Manager, or designee, is authorized to take all action necessary to implement this Resolution.

Section 3. Certification. The City Clerk shall certify the adoption of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 5. 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 6. Certification. The City Clerk shall certify the adoption of this Resolution.

Section 7. 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 28th day of April 2026.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 28th day of April 2026, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 26-0957
Agenda #: A.

Agenda Date: 4/28/2026
Category: New Business

FROM:
Engineering

SUBJECT:
Establishing Procedures for the Conduct of the Public Hearing and Majority Protest Process and Exhaustion of Administrative Remedies Procedures

RECOMMENDATION:
Authorize the City Clerk, or their designee, to provide notice of the public hearing in accordance with Proposition 218's requirements.

COUNCIL GOALS:

- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Practice sound fiscal management by producing transparent information in a timely matter.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:
The City of Fontana owns, operates, and maintains an extensive wastewater collection system consisting of approximately 474 miles of sewer lines, nine lift stations, two inverted siphons, approximately 45,000 service connections, and five regional discharge outlets. The system is comprised primarily of vitrified clay pipe (VCP), with the remaining facilities constructed of ductile iron pipe (DIP) and polyvinyl chloride (PVC), located both within and outside the City limits. The City's responsibility is limited to operation and maintenance of the wastewater conveyance system. Wastewater treatment services are provided separately by the Inland Empire Utilities Agency (IEUA) and the City of Rialto.

The City completed Proposition 218 sewer rate adjustment in 2021. Since that time, increased operating costs, inflationary pressures, aging infrastructure, and ongoing capital needs have made it necessary to re-evaluate whether the existing sewer collection rates remain sufficient to support the wastewater funds. In order to assess the long-term financial condition of the Sewer Fund, the City Council approved an agreement with Raftelis Financial Consultants, Inc. (Raftelis) on January 13, 2026, to prepare a comprehensive sewer rate study using the City's existing rate structure.

The purpose of the study was to evaluate whether current sewer collection revenues are adequate to fund ongoing operations and maintenance, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects. The study also considered the establishment of a formal reserve policy for the Sewer Fund, including a target operating reserve equivalent to 60 days of operation and maintenance expenditures.

Raftelis prepared a status quo financial plan to evaluate whether the City's current wastewater rates would be sufficient to fund projected collection system costs over the study period of Fiscal Year 2027 through Fiscal Year 2036. Based on City-provided data, including projected revenues, operating and maintenance expenses, debt service obligations, and capital improvement costs, Raftelis determined that maintaining the current rates throughout the study period would not be financially sustainable. Specifically, the analysis found that the City would fail to meet its reserve target in each year of the study period and would fully deplete available reserves by Fiscal Year 2028. The study further concluded that, under the current rate structure, the Sewer Fund would not generate sufficient revenue to fully fund ongoing operating expenses.

These findings demonstrate that rate adjustment is necessary at this time to correct the structural imbalance within the Sewer Fund, preserve the City's ability to maintain reliable wastewater collection service, and avoid the need for more significant rate increases in future years. The proposed rate adjustments are intended to provide a phased approach to restoring the financial health of the wastewater funds while maintaining service levels and funding the City's infrastructure obligations.

The table below summarizes the proposed maximum revenue adjustments for the wastewater enterprise and the corresponding estimated monthly increase to the City's sewer collection charge, which is currently $12.63 per equivalent dwelling unit (EDU):

Effective Date	Proposed Revenue Adjustment	Estimated Monthly Bill Increase
July 1, 2026	15%	$1.92
July 1, 2027	10%	$1.46
July 1, 2028	10%	$1.60
July 1, 2029	10%	$1.76
July 1, 2030	10%	$1.94

The proposed sewer collection rates are based on a financial plan designed to eliminate the current structural deficit and provide sufficient funding for operations, capital expenditures, and reserve levels. As part of this effort, a reserve policy was developed based on the financial risks faced by the utility. The recommended reserve structure includes an operating reserve to provide working capital for day-to-day cash flow needs, temporary revenue fluctuations, and unforeseen operating expenses, with a target of 60 days of operation and maintenance expenditure. The reserve structure also includes a capital replacement and improvement reserve to help fund annual capital needs, reduce the impact of unexpected infrastructure failures, and support planned capital improvement projects.

It should also be noted that the proposed rate adjustments apply only to the City's sewer collection charges, which fund the operation and conveyance of wastewater flows to IEUA and the City of Rialto. Treatment charges are assessed separately by IEUA and Rialto and are adjusted independently, generally effective July 1 and January 1, respectively. In addition, industrial and

commercial customers will continue to pay pretreatment fees, separate from the City's sewer collection fees, to support wastewater regulatory compliance programs. Those pretreatment fees are adjusted annually based on the Consumer Price Index, effective July 1 of each year.

In addition to complying with Proposition 218, City staff recommends the City Council implement the exhaustion of administrative remedies procedures provided by California Government Code sections 53759.1 and 53759.2. This procedure establishes any person or entity will be prohibited from bringing a judicial action or proceeding alleging that the proposed sewer service rates do not comply with Proposition 218 unless that person or entity has first submitted a written legal objection to the proposed rates pursuant to sections 53759.1 and 53759.2.

FISCAL IMPACT:
The anticipated increase in Sewer revenue required to fund ongoing operations and maintenance, maintain appropriate reserve levels, support continued reinvestment in aging infrastructure, and provide funding for planned capital improvement projects is summarized below:

Line	Detail			FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Revenue Under Existing Rates (City Charges)			$9,851,120	$9,851,120	$9,851,120	$9,851,120	$9,851,120
2	Revenue Adjustments							
3		Month	Adjustment					
4	FY 2027	July	15%	$1,499,897	$1,499,897	$1,499,897	$1,499,897	$1,499,897
5	FY 2028	July	10%		$1,135,102	$1,135,102	$1,135,102	$1,135,102
6	FY 2029	July	10%			$1,248,612	$1,248,612	$1,248,612
7	FY 2030	July	10%				$1,373,473	$1,373,473
8	FY 2031	July	10%					$1,510,820
9	**Total City Charges Rate Revenue**			**$11,351,018**	**$12,486,120**	**$13,734,732**	**$15,108,205**	**$16,619,025**

MOTION:
Approve staff recommendation.