8353 Sierra Avenue Fontana, CA 92335



Regular Agenda

Ord. No. 1908 Reso. No. 2022-126

Tuesday, October 25, 2022 7:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

Acquanetta Warren - Mayor
Peter A. Garcia - Mayor Pro Tem
John B. Roberts - Council Member
Jesus "Jesse" Sandoval - Council Member
Phillip Cothran - Council Member
Germaine McClellan 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. A complete agenda packet is located in the binder on the table in the lobby of the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Council, please fill out a card located at the entrance to the right indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the City Clerk. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act of 1990 (42 USC § 12132), the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 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 a modification or accommodation in order 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 in the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335.

Traduccion en Español disponible a peticion. Favor de notificar al Departamento "City Clerk". Para mayor informacion, favor de marcar el numero (909) 350-7602.

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. 6:00 P.M. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING <u>21-1810</u> LITIGATION

(Government Code section 54956.9(d)(1))

David Moore/Andrew Anderson, et al. v. City of Fontana, et al.,

San Bernardino County Superior Court Case No. CIVDS 1610471

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Government Code section 54956.9 (d)(2))

Potential Case: One Matter

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Southern California Edison v. California State Board of Equalization et al.,

Orange County Superior Court

Case No. 30-2022-01258109-CU-MC-CJC

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code section 54956.8)

Property: APN # 0191-162-05, 0191-163-24, 0191-163-16,

0191-163-17, and 0191-163-26

City Negotiator: Phillip Burum, Deputy City Manager

Negotiating Party: Cushman & Wakefield

Under Negotiation: Price and Terms of Payment

CALL TO ORDER/ROLL CALL:

A. 7:00 P.M. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

PROCLAMATION:

A. Proclamation

A. 1. Mayor Warren and City Council to proclaim the week of October 23-29, as National Lead Poisoning Prevention Week (Department of Health Environmental Health Specialist, Waguih Boctor, to accept).

21-1785

- 2. Mayor Warren and City Council to proclaim the month of November 2022 as National Epilepsy Awareness Month (Legacy Bridges Foundation, Inc. Executive Director, Melanee A. Stovall, to accept).
- 3. Mayor Warren and City Council to proclaim the month of October 2022 as National Community Planning Month (Planning Commission Chair Cathline Fort, and Director of Planning Patty Nevins to accept).
- 4. Mayor Warren and City Council to proclaim the month of October 2022 as Cyber Security Awareness Month (Information Technology Manager Chris Beck to accept).

SPECIAL PRESENTATIONS:

A. Special Presentations

A. 1. Mayor Warren and City Council to recognize Senior Planner Rina Leung as the 2022 Planning Department Employee of the Year (Director of Planning Patty Nevins to present).

21-1786

2. Mayor Warren and City Council to recognize Officer Samuel Saenz as the Fontana Police Department September 2022 Employee of the Month (Captain Burton to present).

PUBLIC COMMUNICATIONS:

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

A. Public Communications

CONSENT CALENDAR:

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

A. Approval of Minutes

21-1784

Approve the minutes of the October 11, 2022, City Council meeting.

Attachments: City Council Meeting - October 11.pdf

B. Adoption of Ordinance No. 1906 (Second Reading)

21-1809

Second Reading / Adoption of **Ordinance No. 1906**, approving Master Case No. 22-110 and Municipal Code Amendment No. 22-007 amending Sections of Chapter 2, Chapter 25, Chapter 26, and Chapter 30 to remove the Development Advisory Board (DAB); amending Chapter 9 to revise the definition of "sensitive receptors"; amending Chapter 30 to exempt the City from certain zoning regulations for City owned, controlled, or leased properties or facilities; amending Chapter 30 to allow development projects over two acres to develop common open space; adding Article XV to Chapter 30 creating a No Net Loss density bonus/replacement program; and amending Section 30-489 and Table Nos. 30-489 and 30-453 to rename commercial cannabis to cannabis retail stores and reference special regulations for same; and making minor modifications to Chapter 33 related to phasing and authorization letters for permit applications.

Attachments: Fontana - Ordinance No 1906.pdf

Written Correspondence 10.11.2022.pdf

C. Fontana Forward Grant Program - Fontana Eats

21-1672

- 1. Approve and authorize the City Manager to establish and implement the Fontana Grant program not to exceed \$3,000,000.
- 2. Approve and authorize the use of funds in the amount of \$3,000,000 in Fund 302 as part of the City's American Rescue Plan Act (ARPA) Expenditure Plan.
- 3. Approve and authorize the recategorization of the allocated \$3,000,000 Small Business Loan/Grant Program to Assistance to Households Grant Program as part of the City's American Rescue Plan Act (ARPA) Expenditure Plan.
- 4. Approve Program Creation and Name of Fontana Eats

Attachments: FontanaEats HouseholdGrant.pdf

D. Adopt Local Roadway Safety Plan (LRSP)

21-1714

Adopt the City of Fontana Local Roadway Safety Plan (LRSP) and direct staff to use the Plan to guide future project planning and grant funding opportunities

Attachments: Fontana LRSP July2022

Fontana LRSP Stakeholder Outreach Summary

Fontana

LRSP Equity Policy Engagement Analysis 09.13.2022.pdf

- E. Approve a Professional Services Agreement for Geotechnical 21-1765
 Engineering and Materials Testing Services for the City Hall
 Renovation Project Phase I.
 - Approve and authorize the City Manager to execute a Professional Services Agreement in a not to exceed amount of \$165,854.00 with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project - Phase I, Request for Proposals SQ-06-DE-23.
 - 2. Approve and authorize the City Manager to execute any future amendments to the Professional Services Agreement.

Attachments: Vicinity Map.pdf

Scoring Matrix.pdf

[DRAFT] PSA (CHRP-PI; Geotech; SQ-06-DE-23; 2022-10-6)

<u>.pdf</u>

F. 2023 Selective Traffic Enforcement Program Grant Award <u>21-1775</u> (STEP) PT23029

- Accept the State of California Office of Traffic Safety (OTS) 2023 Selective Traffic Enforcement Program (STEP) Grant, number PT23029 in the amount of \$327,000
- 2. Authorize the Chief of Police to sign the Standard Agreement and any Amendments between the Office of Traffic Safety and the Fontana Police Department
- 3. Approve the expenditure plan for the use of the funds to help offset the cost of personnel within the Police Department.
 - 4. Approve to increase revenues and appropriation in the amount of \$327,000 to fund #301

Attachments: Grant Agreement -PT23029.pdf

G. Authorize the City Engineer to Execute all Right-of-way <u>21-1777</u>
Certifications

Adopt **Resolution No. 2022-126**, Authorizing the City Engineer to Execute all Right-of-way Certifications.

Attachments: Right-of-Way Resolution No. 2022-126.pdf

H. Accept perimeter CFD Landscape improvements for Sierra <u>21-1739</u>
Avenue & Segovia Lane for Tract No. 18944

Accept perimeter CFD Landscaping improvements for Sierra Avenue & Segovia Lane for Tract No. 18944 and release the related Faithful Performance Bond

Attachments: TM 18944- SHEET 2.pdf

TR18944-Vicinity Map-Layout1.pdf

I. Approve a Construction Contract Amendment for the Construction of the Valley Boulevard/Kaiser Sewer Project Bid No. SB-19-PW-22

Approve and authorize the City Manager to increase the construction contract with GRBCON for the construction of the Valley Blvd/Kaiser Sewer Project (Bid No. SB-19-PW-22) in the amount of \$160,317.15 for a total contract authorization of \$937,737.75.

J. Authorize the Transition of PARS Alternate Retirement <u>21-1773</u>
Services to Bencor

Adopt **Resolution No. 2022-127**, of the City Council of the City of Fontana, Authorizing the Transition of the City of Fontana PARS Alternate Retirement System Plan from Public Agency Retirement Services to Bencor.

Attachments: CC Reso 2022-127 ARS Transition from PARS to Bencor.pdf

K. Police Department Monthly Information Update

21-1770

Accept the Police Department monthly information update for September 2022.

Attachments: September 2022 Report for City Council (2).pptx

L. Purchase and Sale Agreement for 16708 Spring Street - <u>21-1804</u> Downtown Fontana Property

- Approve a Purchase and Sale Agreement for the purchase of a building and associated land located at 16708 Spring Street, east of Juniper in Downtown Fontana, more specifically described as APN #0191-161-02.
- 2. Approve the budget adjustment in Fund 602 Capital Improvement increasing land acquisition expenses in the amount of \$990,000 to be added in the Mid-Year Budget Report
- 3. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

Attachments: Attachment No. 1 - Purchase Agreement

M. Award Bid for Air Purifiers for City Buildings

21-1726

- 1. Award bid (SP-19-PW-23) and authorize the City Manager to execute the Purchase Equipment Agreement for Portable Air Purifiers and Monitors to Alliance Building Solutions, Inc. of San Diego, California in the amount not to exceed \$1,831,725.00.
- 2. Approve and authorize the City Manager to execute any future amendments to the Purchase Equipment Agreement (SP-19-PW-23).

Attachments: Building maps and sq ft.pdf

City of Fontana - RFP Response RFP.SP.19.PW.23.pdf

DRAFT Alliance Building Solutions Agreement SP-19-PW-23

(002)-c1.pdf

Bid comparison.pdf

N. Award bid for Security Services SP-92-CW-22 for City Facilities 21-1722

- 1. Award bid and authorize the City Manager to execute a contract with American Global Security of Riverside, CA for a two-year period for a total aggregate amount not to exceed \$1.95 Million, including options to extend the contract for three (3) additional one(1) year increments at the City's sole discretion.
 - 2. Approve and authorize the City Manager to execute any future amendments to the contract.

Attachments: Scoring Matrix.pdf

DRAFT Professional Services Agreement SP-92-CW-22.pdf

Cost Proposal.pdf

O. Authorize the City Manager to Execute an Agreement to Apply for a Community Transportation Needs Assessment (CTNA) Voucher.

Authorize the City Manager to execute an agreement with EVGIDE Inc. to provide technical services and assistance related to applying for the Clean Mobility Options Voucher Pilot Program - Community Transportation Assessment Needs (CTNA) Voucher.

Attachments: EVGIDE INTAKE FORM - CTNA.pdf

Fontana CTNA Application Consultant Agreement.pdf

Approve Consent Calendar Items as recommended by staff.

PUBLIC HEARINGS:

To Public Hearing Items, submit comments via e-mail speak on at publiccomments@fontana.org. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 5:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

(a) hearing opened (e) oral - favor

(b) written communication (f) oral - opposition

(c) council/staff comments (g) hearing closed

(d) applicant comments (applicant not limited to 5 minutes)

A. Combined General Plan Amendments and Projects for the 3rd General Plan Cycle of 2022; Part No. 1 (Redesignation of 6th Cycle Housing Element Properties), and Part No. 2 (Citrus Avenue Residential Development)

<u>21-1737</u>

- 1.a Adopt **Resolution No. 2022-128**, (Part No. 1 of General Plan Amendment Cycle No. 3 of 2022,) a Resolution of the City Council of the City of Fontana, adopting an Addendum to the City of Fontana General Plan Environmental Impact Report (EIR) and Section 8.06 of the 2019 Local Guidelines for Implementing CEQA, approving General Plan Amendment No. 22-006 (Part No. 1 of General Plan Amendment Cycle No. 3 of 2022) amending the General Plan Land Use designation on one parcel of approximately 1.14 adjusted gross acres (APN: 0241-051-13) from General Commercial (C-G) to Multi-Family Medium High Density Residential (R-MFMH) and amending the General Plan Land Use designation on three parcels of approximately 3.06 adjusted gross acres (APN: 0241-051-02, -16 and -32) from Multi-Family Medium High Density Residential (R-MFMH) to General Commercial (C-G); and
- 1.b Read by title only and waive further reading of and introduce **Ordinance No.1908**, an Ordinance of the City Council of the City of Fontana, approving Zone Change No. 22-008 for an amendment to the Zoning Map changing the zoning designation of one parcel of approximately 1.14 adjusted gross acres (APN: 0241-051-13) from General Commercial (C-2) to Multi-Family Medium High Density Residential (R-4) and changing the zoning designation of three parcels of approximately 3.06 adjusted gross acres (APN: 0241-051-02, -16 and -32) from Multi-Family Medium High Density Residential (R-4) to General Commercial (C-2), and that the reading of the title constitutes the first reading thereof; and
- 2.a Adopt Resolution No. 2022-129, (Part No. 2 of General Plan Amendment Cycle No. 3 of 2022,) a Resolution of the City Council of the City of Fontana, adopting the Mitigated Negative Declaration pursuant to Section 15070 of the California Environmental Quality Act (CEQA) and Section 6.04 of the 2019 Local Guidelines for Implementing CEQA, approving General Plan Amendment No. 21-008 (Part No. 2 of General Plan Amendment cycle No. 3 of 2022) amending the General Plan Land Use designation on approximately 4.6 adjusted gross acres (APN: 0240-011-17) from General-Commercial (C-G) to Multi Family Residential (R-MF) and removing the site from the Fontana auto center overlay, approving Tentative Tract Map No. 20521 (TTM No. 21-007) to establish 68 attached multi-family residential condominium units and approving Design Review No. 21-043 for the development of 68 attached multi-family units with amenities, landscaping and parking; and
- 2.b Read by title only and waive further reading of and introduce **Ordinance No. 1909**, an ordinance of the City Council of the City of Fontana, approving Zone Code Amendment No. 21-0010 for changes to the Zoning District Map to change the zoning on one parcel (APN: 0240-011-17) from General

Commercial (C-2) to Multi Family Residential (R-3), remove the parcel (APN: 0240-011-17) from the Fontana Auto Center Overlay and amend Section 30-639 Figure 1 of the Fontana Zoning Code to remove the project site from the Fontana Auto Center Overlay District and that the reading of the title constitutes the first reading thereof.

Attachments: Attachment No. 1 (Part 1) - City Council Resolution 2022-128

Attachment No. 2 (Part 1) - City Council Ordinance 1908

Attachment No. 3 (Part 1) - Planning Commission Staff

Report and Attachments - October 4, 2022

Attachment No. 4 (Part 1) - Draft Planning Commission

Minutes

Attachment No. 5 (Part 2) - City Council Resolution

2022-129

Attachment No. 6 (Part 2) - City Council Ordinance 1909

Attachment No. 7 (Part 2) - City Council Project Plans

Attachment No. 8 (Part 2) - Planning Commission Staff

Report and Attachments

Attachment No. 9 (Part 2) - Draft Planning Commission

Minutes

B. Second Reading and Public Hearing for the Adoption of the 2022 Edition of the California Building Standards Code and Corresponding Base Model Codes

21-1781

- (1) Determine that the adoption of the ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and adopting the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code; the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code: and the 2021 Edition of the International Property Maintenance Code is exempt from further environmental review under Section 15061(b)(3) of the State CEQA guidelines, projects with no possibility of significant effects upon the environment, and direct staff to file a notice of exemption.
- (2) Waive further reading of and adopt **Ordinance No. 1906**, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code: the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code: and the 2021 Edition of the International Property Maintenance Code; and that the reading of the title constitute the first reading thereof.

Attachments: Fontana 2022 Building Code Ordinance 1906.docx

NEW BUSINESS:

Fiscal Year 2022-23 First Quarter Budget Status Report Α.

21-1793

- Approve the recommended Fiscal Year 2022-23 First Quarter Budget Adjustments
- 2. Adopt **Resolution No. 2022-130**, of the City Council of the City of Fontana adopting new job descriptions and salary ranges for the following classifications:
 - Section 1. Director of Building & Safety at range EXE01 (\$135,000/year - \$188,958.39/year) and the updated Executive Group salary table.
 - Section 2. Deputy Finance Officer at range MC86 (\$10,987.60/month - \$13,357.07/month), Homeless Solutions Manager at range MC87 (\$8,578.27/month - \$10,429.47/month), Purchasing Manager at range MC88 (\$7,735.87/month -\$9,408.54/month), Revenue Operations Manager at range MC89 (\$7 735.87/month - \$9,408.54/month), Risk Manager at range MC90 (\$9,597.47/month - \$11,668.80/month) and the updated Management Confidential Group salary table.
 - Section 3. Buyer I/II at ranges CH23 (\$4,251.87/month -\$5,172.27/month) and CH78 (\$4,803.07/month -\$5,841.34/month) respectively and the updated Teamsters Local 1932 City Hall Unit salary table.
- 3. Adopt **Resolution No. 2022---131**, of the City Council of the City of Fontana eliminating the classification of Building Official and adopting the updated Management Confidential salary table.
- 4. Adopt Resolution No. 2022-132, of the City Council of the City of Fontana adopting the updated salary range for classifications of Senior Civil Engineer at range MC55 (\$9,035.87/month - \$10,985.87/month) and Senior Traffic Engineer at range MC74 (\$9,035.87/month -\$10,985.87/month) and the updated Management Confidential salary table.
- 5. Adopt Resolution No. 2022-133, of the City Council of the City of Fontana adopting the updated salary table for Non-Classified, Part-time classification due to minimum wage order.

Attachments: FY22-23 First Quarter Report.pdf

CC Reso Q1 FY 2022-23 Various Job Descriptions Salary Tables.pdf

CC Reso Q1 FY 2022-23 - Salaries for Sr Civil Engr and Sr

Traffic Engr .pdf

CC Reso Q1 FY 2022-23 Eliminate Building Official Class.pdf

CC Reso Q1 FY 2022-23 - PT Minimum Wage Salary Table

Update .pdf

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

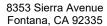
ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the Special City Council Meeting on November 9, 2022, at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.





Action Report

City Council Meeting

File #: 21-1810 Agenda #: **Agenda Date:** 10/25/2022 **Category:** Closed Session

Closed Session

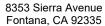
Tuesday, October 25, 2022 6:00 P.M.

City Hall - Executive Conference Room



City Council

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





Action Report

City Council Meeting

File #: 21-1785 Agenda #: A. Agenda Date: 10/25/2022 Category: Proclamation

Proclamations

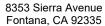
Tuesday, October 25, 2022 7:00 P.M.

Grover W. Taylor Council Chambers



City Council

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





Action Report

City Council Meeting

File #: 21-1786 Agenda #: A. Agenda Date: 10/25/2022 Category: Special Presentation

Special Presentations

Tuesday, October 25, 2022 7:00 P.M.

Grover W. Taylor Council Chambers



City Council

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



8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1784 Agenda #: A. Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the October 11, 2022, City Council meeting.

COUNCIL GOALS:

- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.

DISCUSSION:

The City Council will consider approval of the minutes of the October 11, 2022, Regular City Council meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

8353 Sierra Avenue Fontana, CA 92335



Minutes

Tuesday, October 11, 2022 7:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

CLOSED SESSION:

6:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held on Tuesday, October 11, 2022, in the Executive Conference Room at 8353 Sierra Avenue, Fontana, CA 92335. Mayor Warren called the meeting to order at 6:02 p.m. with the following roll call:

ROLL CALL:

Present: Mayor Warren, Council Members Cothran, Roberts and Sandoval

Absent: Mayor Pro Tem Garcia

PUBLIC COMMUNICATION - CLOSED SESSION:

A. Public Communications - Closed Session

There were no public communications received for the following Closed Session items:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Frank Copetillo v. City of Fontana, USDC Case No. 5:19-cv-01959 MEMF (SHKx)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code section 54956.8)

Property: APN # 0232-091-18 and 0232-091-19 City Negotiator: Ray Ebert, Deputy City Manager

Negotiating Party: Gerardo Herrera

Under Negotiating: Price and Terms of payment

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Gov. Code section 54956.8)

Property: APN # 0232-201-12 and 0232-201-13 City Negotiator: Ray Ebert, Deputy City Manager

Negotiating Party: Mark Nuaimi

Under Negotiating: Price and Terms of payment

CALL TO ORDER/ROLL CALL:

A. 7:00 P.M. Call To Order/Roll Call:

The Regular Meeting of the Fontana City Council was held on Tuesday, October 11, 2022, in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, CA, 92335.

Mayor Warren called the meeting to order at 7:03 p.m.

ROLL CALL:

PRESENT: Mayor Warren, Council Members Cothran, Roberts, and Sandoval

ABSENT: Mayor Pro Tem Garcia

City Clerk McClellan Key and City Treasurer Koehler-Brooks were also in attendance.

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

The invocation was led by Ellen Miller from Rancho Christian Center, followed by the Pledge of Allegiance led by Council Member Cothran.

CLOSED SESSION ANNOUNCEMENT

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

PROCLAMATION:

A.

Proclamation

A. <u>21-1746</u>

Mayor Warren and City Council proclaim the 2nd Week of October 2022 as Code Compliance Officer Appreciation Week (Sandra Pelayo, Community Improvement Program Manager, to accept).

Mayor Warren and City Council recognized the Code Compliance Department and thanked the team for their hard work and service to the community.

SPECIAL PRESENTATIONS:

A. Special Presentations

A. <u>21-1767</u>

2022 Mayor's Youth Advisory Council Board Introduction (Community Services Coordinator Andrew Solares to present).

Community Services Coordinator Solares introduced the 2022 Mayor's Youth Advisory Council Board for 2022:

Seanbiron Johnson, Chairperson Matthew Gillen, Vice Chairperson Aleish Yzhabelle P. Cuaresma, Secretary Varnika Shanmugam, Historian

Mayor Warren and City Council congratulated the new Board and thanked them for their service to the youth of the community in their new roles.

PUBLIC COMMUNICATIONS:

A. Public Communications

The following individuals spoke under public communications:

- 1. Lamaar Daniels, representing American Cancer Society, promoted the upcoming Relay for Life event.
- 2. Donny Jackson, spoke on current bike race hindering's due to not having access onto specific private properties.
- 3. Bobbi Jo Chavarria spoke on indigenous people's day; and spoke on warehouse developments and health concerns.
- 4. Betty Sandoval, promoted upcoming community event at the Fontana Senior Center. Robert, representative of the Senior Center, provided Spanish translations.

Mayor Warren announced that staff is available for Spanish translation services for future comment translation needs.

- 5. Elizabeth Sena, commented on Closed Session items; commented on recent housing project grant from Assembly Majority Leader Reyes; inquired on monies for Safe Route to School grant; and candidate campaign contribution limits.
- 6. Antonio Avina commented on air quality in Fontana due to warehouse and industrial properties.

Prior to the next speaker, City Attorney Duran interjected noting for the record that the materials that the next speaker, Ben, gave to Deputy City Clerk Arocho, will not be distributed to the dais due to campaign material being present.

7. Ben commented on candidate campaign contribution limits.

Mayor Warren called a recess at 7:37 p.m. due to disturbance in the Chambers.

Mayor Warren reconvened the meeting at 7:50 p.m.

The following individual requested Spanish translation for his comments. Executive Assistant Tanya Ruiz was the translator.

8. Oskar Zambrano commented on the change in the community throughout the years; spoke on warehouse development and affects in South Fontana; and commented on Closed Session items.

City Attorney Duran interjected on the public comment requesting that the speaker does not campaign from the podium.

8. Oskar Zambrano concluded his comments asking the community to participate and attend public meetings.

CONSENT CALENDAR:

ACTION: Motion was moved by Council Member Roberts, seconded by Council Member Cothran to approve the Consent Calendar Items 'A-J'. The motion was moved by a unanimous vote of 4-0-1, with the exception of Council Member Sandoval voting NO for Consent Calendar Item 'F'. The motion carried as follows: AYES: Warren, Cothran, Roberts, and Sandoval; NOES: None (exception of Item 'F';Sandoval); ABSENT: Garcia

- A. Approval of Minutes

 Approve the minutes of the September 27, 2022, Regular City Council Meeting.
- B. Award a Bid for BMW Motorcycle Purchase, Parts and Repair 21-1689 Services SB-93-PW-22.
 - 1. Award a bid with Ride-On Powersports for the purchase of BMW Police Motorcycles, parts and repair services on an as-needed basis.
 - 2. Authorize the Purchasing Office to issue a purchase order to Ride on Powersports for a period of two (2) Years, renewable with three (3) additional one-year increments at the City's sole discretion for an approximate amount of \$60,000 per year for an aggregate amount not to exceed \$300,000 for the term of the purchase order.
 - 3. Authorize the Purchasing Office to issue purchase orders to Ride on Powersports for the purchase of new and replacement motorcycles for five (5) years.
- C. Authorize the purchase of an ADA compliant restroom trailer from Comforts of Home Services, Inc.
 Authorize the Purchasing Office to "Piggy-Back" on the General Services Administration (GSA) Purchasing Program (Contract No. GS-07F-0236V) for the purchase of one (1) new ADA compliant restroom trailer from Comforts of Home Services, Inc. in the amount of \$117,671.88 plus sales tax (7.75%) for a total of \$126,266.58.
- D. Authorize to purchase Fuel for City Vehicles and Equipment.
 Approve and authorize the Purchasing Office to "Piggy-Back" from San Bernardino County's gasoline and diesel fuel contract (Agency 22-PURC-4372) for the purchase of fuel for the City vehicles and equipment through June 14, 2027.
- E. Approve a Development Impact Fees Credit Agreement Related to Parcel Map No. 20183 (TPM No. 19-021) and Parcel Map No. 20184 (TPM No. 19-022)
 - Approve and authorize the City Manager to execute a Development Impact Fees Credit Agreement with TDC Boyle Partners, LLC, related to Parcel Map No. 20183 (TPM No. 19-021) and Parcel Map No. 20184 (TPM No. 19-022).
- F. Naming Rights Agreement Center Stage Theater <u>21-1758</u>
 - 1. Approve Naming Rights Agreement for the Center Stage Theater
 - 2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said agreement and/or associated approvals.

- **G.** Purchase and Sale Agreement for 16766 Arrow Blvd. Downtown Fontana Property
 - 1. Approve a Purchase & Sale Agreement for the purchase of a building and associated land located on the north side of Arrow Blvd, east of Juniper in Downtown Fontana, more specifically described as APN #0191-162-09.
 - 2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.
- H. Purchase and Sale Agreement for 8443 Nuevo Avenue Downtown Fontana Property
 - Approve a Purchase & Sale Agreement for the purchase of a building and associated land located on the southeast corner of Nuevo Avenue and Spring Street in Downtown Fontana, more specifically described as APN #0191-163-27.
 - 2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.
- I. Purchase and Sale Agreement for 16762 Spring St. Downtown 21-1762
 Fontana Property
 - Approve a Purchase & Sale Agreement for the purchase of a building and associated land located on the north side of Spring Street, east of Juniper in Downtown Fontana, more specifically described as APN #0191-161-29.
 - 2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.
- **J.** Purchase and Sale Agreement for 16717 Spring St. Downtown Fontana Property
 - Approve a Purchase & Sale Agreement for the purchase of a building and associated land located on the south side of Spring Street, just east of Juniper in Downtown Fontana, more specifically described as APN #0191 -162-18.
 - 2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

PUBLIC HEARINGS:

A. Master Case No. 22-110 and Municipal Code Amendment No. 22-007 - Fontana Municipal Code amendment to Chapter 2 (Administration), (Chapters 9 (Environmental Protection and Resource Extraction) Chapter 25 (Streets, Sidewalk, and Other Public Ways), Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development Code), and Chapter 33 (Cannabis Businesses and Activities).

Mayor Warren opened the public hearing.

City Clerk McCllelan Key noted for the record that the City Clerk's Department received a total of four (4) written correspondences in opposition of the item and such correspondences have been emailed to the City Council prior to the meeting, as well as provided at the dais for their review and reference.

Senior Planner Sal Quintanilla provided the staff report.

Deputy City Manager Phil Burum stated for the record that staff reviewed the four (4) received correspondences and does not agree with the arguments from the public.

Council Member Cothran asked for further clarification on the deletion of the Design Advisory Board.

Council Member Sandoval asked for further clarification on the reasoning for the deletion of the Design Advisory Board and the relevance of SB 330 within the changes.

The following individuals spoke in opposition of this item:

- 1. Bobbi Jo Chavarria
- 2. Elizabeth Sena
- 3. Ana Gonzales
- 4. Jasmine Cunningham
- 5. Joaquin Castellejos
- 6. Angel Ramirez
- 7. Ben
- 8. Oskar Zambrano (Received Spanish Translation services from Executive Assistant Tanya Ruiz)

Following public comment, Mayor Warren asked for clarification on some of the comments made by the members of the public. Deputy City Manager Burum assisted with such request.

Mayor Warren closed the public hearing.

ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, and passed by a vote of 3-1-1 to approve staff's recommendation for Public Hearing Item 'A'. The motion carried by the following vote: AYES: Warren, Cothran and Roberts; NOES: Sandoval; ABSENT: Garcia

NEW BUSINESS:

A. First Reading and Set Public Hearing for the Adoption of the 2022

Edition of the California Building Standards Code and

Corresponding Base Model Codes

Building Official Jeffrey Baughman provided the staff report and answered questions of the City Council.

Mayor Warren asked for a motion and a second.

City Attorney Duran interjected asking for Mayor Warren to confirm that there is no public comment for this item.

Deputy City Clerk Arocho identified that the public comment portion for this item was taken at the beginning of the meeting.

ACTION: Motion was made by Council Member Roberts, seconded by Council Member Cothran, and passed unanimously by a vote of 3-1-1 to approve New Business Item 'A' as follows:

- (1) Determine that the adoption of the ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and adopting the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code; the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code; and the 2021 Edition of the International Property Maintenance Code is exempt from further environmental review under Section 15061(b) (3) of the State CEQA guidelines, projects with no possibility of significant effects upon the environment, and direct staff to file a notice of exemption.
- (2) Waive further reading of and introduce Ordinance No. 1907, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2021 Uniform Mechanical Code; the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on

the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code; and the 2021 Edition of the International Property Maintenance Code; and that the reading of the title constitute the first reading thereof.

(3) Set Public Hearing for October 25, 2022 and deem the Notice of Hearing sufficient to give interested persons notice of the purpose of the ordinance and subject matter thereof.

The motion carried by the following vote: AYES: Warren, Cothran, and Roberts; NOES: Sandoval; ABSENT: Garcia

City Attorney Duran interjected announcing that the reading of the title of Ordinance No. 1906 was inadvertently missed prior to the motion for Public Hearing 'A' and as such, requests that the Mayor and City Council motion and vote to reconsider Public Hearing Item A.

ACTION: Motion was made by Council Member Cothran, seconded by Council Member Roberts, to open and reconsider Public Hearing Item A to read the title of Ordinance No. 1906 into the record. The motion carried by a roll call vote of 4-0-1 as follows: AYES: Warren, Cothran, Roberts and Sandoval; NOES: None; ABSENT: Garcia

PUBLIC HEARINGS:

A. Master Case No. 22-110 and Municipal Code Amendment No. 22-007 - Fontana Municipal Code amendment to Chapter 2 (Administration), (Chapters 9 (Environmental Protection and Resource Extraction) Chapter 25 (Streets, Sidewalk, and Other Public Ways), Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development Code), and Chapter 33 (Cannabis Businesses and Activities).

<u>21-1743</u>

ACTION: Motion was moved by Council Member Roberts, seconded by Council Member Cothran, to approve staff's recommendation of Public Hearing Item A as follows:

- (a) Determine that the project is Categorically Exempt pursuant to Sections 15060(c), Section No. 15061 (B)(3) (the "common sense" exemption), Section 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for implementing the CEQA, and direct staff to file a Notice of Exemption; and
- (b) Read by title only and waive further reading of and introduce Ordinance No. 1906, an Ordinance of the City Council of the City of Fontana approving

Master Case No. 22-110 and Municipal Code Amendment No. 22-007 amending Sections of Chapter 2, Chapter 25, Chapter 26, and Chapter 30 to remove the Development Advisory Board (DAB); amending Chapter 9 to revise the definition of "sensitive receptors"; amending Chapter 30 to exempt the City from certain zoning regulations for City owned, controlled, or leased properties or facilities; amending Chapter 30 to allow development projects over two acres to develop common open space; adding Article XV to Chapter 30 creating a No Net Loss density bonus/replacement program; and amending Section 30-489 and Table Nos. 30-489 and 30-453 to rename commercial cannabis to cannabis retail stores and reference special regulations for same; and making minor modifications to Chapter 33 related to phasing and authorization letters for permit applications; and the reading of the title constitutes the first thereof.

The motion was carried by a roll call vote of 4-0-1 as follows: (AYES: Warren, Cothran, Roberts, and Sandoval; NOES: None; ABSENT: Garcia)

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

No communications were received.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasurer Koehler-Brooks commented on recent community events and thanked staff for their hard work putting community events on.

City Clerk McClellan Key commented on the introduction of the Mayor's Youth Advisory Board; congratulated the Code Compliance Officers for their recognition; and commented on recently attended community events.

Council Member Cothran commented on recently attended community events and upcoming events.

Council Member Sandoval proposed that the City take a stance on proclaiming the second Tuesday of October as Indigenous People's Day and provided a draft Resolution to the City Manager, City Attorney and City Clerk; proposed a second Resolution that the City take action on a 90 day moratorium on warehouses and provided a draft Ordinance to the City Manager, City Attorney and City Clerk; discussed traffic concerns near warehouse developments and throughout the City; inquired on traffic officer recruitment.

Mayor Warren asked for a second from the Council to set a 90 day moratorium on warehouses. There was no second received. Motion failed.

Council Member Sandoval requested for a left-turn signal on Juniper and Foothill; requested involvement of the City C.O.A.S.T team to be included in activities at the Senior Center for resource and education; and commented on candidate forums at public facilities.

Mayor Warren commented on some of the items presented by Council Member Sandoval.

Council Member Roberts commented on recently attended community events; and thanked the Fire Protection District for presenting an 'Open House'.

Mayor Warren thanked the City staff; commented on upcoming community events and community projects; promoted recruitment for bus drivers; spoke on police response and community assistance for the homeless population; and concluded with comments regarding resident mailboxes that have been vandalized and urging residents to contact the City.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 9:40 p.m. to the next Regular City Council meeting on Tuesday, October 25, 2022, in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.
Ashton R. Arocho, MMC Deputy City Clerk
THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON OCTOBER 25, 2022.
Germaine McClellan Key City Clerk



8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1809 Agenda #: B. Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Planning Department

SUBJECT:

Adoption of Ordinance No. 1906 (Second Reading)

RECOMMENDATION:

Second Reading / Adoption of **Ordinance No. 1906**, approving Master Case No. 22-110 and Municipal Code Amendment No. 22-007 amending Sections of Chapter 2, Chapter 25, Chapter 26, and Chapter 30 to remove the Development Advisory Board (DAB); amending Chapter 9 to revise the definition of "sensitive receptors"; amending Chapter 30 to exempt the City from certain zoning regulations for City owned, controlled, or leased properties or facilities; amending Chapter 30 to allow development projects over two acres to develop common open space; adding Article XV to Chapter 30 creating a No Net Loss density bonus/replacement program; and amending Section 30-489 and Table Nos. 30-489 and 30-453 to rename commercial cannabis to cannabis retail stores and reference special regulations for same; and making minor modifications to Chapter 33 related to phasing and authorization letters for permit applications.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by establishing a quick, consistent development process.

DISCUSSION:

Ordinance No. 1906 was introduced by a vote of 4-0-1 (Mayor Pro Tem Garcia absent) at the October 11, 2022, Regular City Council meeting. Included in the attachments are the four (4) written correspondences in opposition of this item received at the public hearing.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING MASTER CASE NO. 22-110 AND MUNICIPAL CODE AMENDMENT (MCA) NO. 22-007 AMENDING SECTIONS OF CHAPTERS 2, 25, 26, AND 30 TO ELIMINATE THE DEVELOPMENT ADVISORY BOARD (DAB); AMENDING CHAPTER 9 TO REVISE THE **DEFINITION OF "SENSITIVE RECEPTORS": AMENDING** CHAPTER 30 TO EXEMPT THE CITY FROM CERTAIN REGULATIONS FOR CITY CONTROLLED, OR LEASED PROPERTIES OR FACILITIES; AMENDING CHAPTER 30 TO ALLOW DEVELOPMENT PROJECTS OVER TWO ACRES TO DEVELOP COMMON SPACE: ADDING ARTICLE XV TO CHAPTER 30 CREATING A NO NET LESS DENSITY BONUS/REPLACEMENT PROGRAM: AND AMENDING SECTION 30-489 AND TABLE NOS. 30-489 AND 30-453 TO RENAME COMMERCIAL CANNABIS TO CANNABIS RETAIL STORES AND REFERENCE SPECIAL REGULATIONS FOR SAME. AND MINOR CLARIFYING **MODIFICATIONS** MAKING TO **CHAPTER** 33 RELATED TO **PHASING AND** AUTHORIZATION LETTERS FOR PERMIT APPLICATIONS.

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

Section 1. City staff initiated Master Case No. 22-110 and Municipal Code Amendment No. 22-007 – Update to the Fontana Municipal Code for amendments to: Chapter 2, 25, 26, and 30 to remove the Development Advisory Board (DAB) process; Chapter 9 to revise the definition of sensitive receptors; Chapter 30 to modify park/open space requirements within the Form Based Code, add language for density bonus/replacement units to address Senate Bill 330, and provide exemptions for City initiated projects, amend Chapter 30 Section 30-489 and Table No. 30-489 and 30-453; and Chapter 33 to include minor text modification to the Cannabis Business regulations.

<u>Section 2.</u> On September 20, 2022, the Planning Commission received public testimony and evidence presented by the applicant, City staff, and other interested parties, at the Public Hearing held with respect hereto on Master Case No. 22-110 and Municipal Code Amendment No. 22-007 as it relates to a request to amendment to Chapter 2, 25, 26, and 30 to remove the Development Advisory Board (DAB) process; Chapter 9 to revise the definition of sensitive receptors; Chapter 30 to modify park/open space requirements within the Form Based Code, amend Section 30-489 and Table No. 30-489 and 30-453, add language for density bonus/replacement units to address Senate Bill 330, and provide exemptions for City initiated projects; and Chapter 33 to include

minor text modification to the Cannabis Business regulations. During this hearing, the Planning Commission approved Resolution PC No. 2022-040 to recommend approval to City Council of Municipal Code Amendment No. 22-007.

<u>Section 3.</u> On October 11, 2022, the City Council held a duly noticed public hearing for Municipal Code Amendment No. 22-007, received testimony, and the supporting documents in evidence, the City Council found that the Municipal Code Amendment is in conformance with the goals and policies of the General Plan to plan Fontana as a complete community, promote a diversified economy, and promote diverse economic and social opportunities for our citizens and those who wish to invest here.

<u>Section 4.</u> The City of Fontana City Council hereby makes the following findings for Municipal Code Amendment No. 22-007 accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding:

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

Findings of Fact:

The city initiated the proposed Municipal Code Amendment (Master Case No. 22-110 and Municipal Code Amendment No. 22-007) to amend: Chapter 2, 25, 26, and 30 to remove the Development Advisory Board (DAB) process; Chapter 9 to revise the definition of sensitive receptors; Chapter 30 to modify park/open space requirements within the Form Based Code, amend Section 30-489 and Tables No. 30-489 and 30-453 to clarify cannabis business titles and special regulations, add language for density bonus/replacement units to address Senate Bill 330, and provide exemptions for City initiated projects; and Chapter 33 to include minor text modification to the Cannabis Business regulations. These amendments would provide clarity, eliminate inconsistencies, and streamline City processes, and will improve implementation of the Municipal Code which will be beneficial to the community to promote public welfare and furthers good planning principals.

Below are the Amendments to Chapters 2, 9, 25, 26, 30, and 33 of the Municipal Code.

<u>Section 5.</u> Chapter 2, Article VIII. – Boards, Commissions and Committees, Footnote 6 of the Code is hereby restated and amended as follows:

Footnotes:

--- (6) ---

Cross reference— Historic preservation commission, § 5-353 et seq.; fly abatement and appeals board, § 13-98; parks and community services commission, § 19-31 et seq.; planning commission, § 21-51 et seq.; development advisory board, § 30-1072.

<u>Section 6.</u> Amendments to Chapters 9 (Environmental Protection and Resource Extraction), Article V of the Municipal Code, as follows:

Sec. 9-71. - Buffering and screening/adjacent uses.

- (a) For any warehouse building larger than 50,000 square feet in size, a tenfoot-wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. For any warehouse building larger than 400,000 square feet in size, a 20-foot-wide landscaping buffer shall be required, measured from the property line of all adjacent sensitive receptors. The buffer area(s) shall include, at a minimum, a solid decorative wall(s) of at least ten feet in height, natural ground landscaping, an d solid screen buffering trees, as described below, unless there is an existing solid block wall. For any warehouse building equal to or less than 50,000 square feet in size, a solid decorative wall(s) of at least ten feet in height shall be required when adjacent to any sensitive receptors. Sensitive receptor shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, health facilities such as hospitals, long term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), prisons, dormitories, and any residence including; private homes, condominiums, apartments, and living quarters, where such residence is that are not located on a parcel with an existing industrial, commercial, unpermitted or non-conforming use as determined by the Director of Planning.
- (b) Trees shall be used as part of the solid screen buffering treatment. Trees used for this purpose shall be evergreen, drought tolerant, minimum 36inch box, and shall be spaced at no greater than 40-feet on center. The property owner and any successors in interest shall maintain these trees for the duration of ownership, ensuring any unhealthy or dead trees are replaced timely as needed.
- (c) All landscaping shall be drought tolerant, and to the extent feasible, species with low biogenic emissions. Palm trees shall not be utilized.
- (d) All landscaping areas shall be properly irrigated for the life of the facility to allow for plants and trees to maintain growth

- (e) Trees shall be installed in automobile parking areas to provide at least 35 percent shade cover of parking areas within 15 years. Trees shall be planted that are capable of meeting this requirement.
- (f) Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the city must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the planning director, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.
- (g) For any warehouse building larger than 400,000 square feet in size, the building's loading docks shall be located a minimum of 300 feet away, measured from the property line of the sensitive receptor to the nearest dock door which does not exclusively serve electric trucks using a direct straight-line method.

<u>Section 7.</u> Amendments to the Municipal Code, Chapters 25 (Street, Sidewalks and other Public Ways), Article VII (Wireless Facilities in the Public Right-of-way) is hereby amended as followings:

Sec. 25-252. Applications.

- (a) Preapplication (PAM) application and wireless facilities in the public right-of-way application are required for all new wireless facilities in the public right-of-way (collocation, small cell facility, and all other types of wireless facilities that are not modifications or eligible facilities requests). An applicant proposing to install a new wireless facility on either an existing or new pole/infrastructure shall submit a PAM in conjunction with an application for wireless facilities in the public right-of-way (collocation, small cell facility, and all other types of wireless facilities that are not considered modifications or eligible facilities requests) and any required supplemental information to the planning division, at 8353 Sierra Avenue, Fontana Ca. 92335. Pre-applications will be reviewed by the Planning Department. at a development advisory board conference meeting to discuss the proposed facility, the requirements of this article, and any potential impacts of the proposed facility.
- (b) Wireless facilities in the public right-of-way application is required for modifications/replacement of existing wireless facilities in the public right-of-way (including eligible facilities requests). Applications to modify/replace existing wireless facilities on an existing pole/infrastructure in the public right-of-way and for projects qualifying as eligible facilities requests shall be filed with the engineering department,

at 8353 Sierra Avenue, Fontana Ca. 92335. City staff will review the proposal along with the requirements of this article, and any potential impacts of the proposed facility.

- (c) Additional applicable permits. In addition to the applications mentioned in subsections 25-252(a) and 25-252(b) above, the applicant is required to file applications for and obtain all applicable permits, such as, but not limited to, the following: Building permits, electrical permits, excavation permit and traffic control permit, landscaping plan check, certificate of appropriateness, and annual blanket permit for wireless facilities in the public right-of-way.
- (d) Fees. Application fee(s) shall be submitted with any applications.
- (e) *Incompleteness.* For personal wireless facilities and eligible facilities requests, applications will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, the city may notify the applicant in writing, and specifying the material omitted from the application.

(Ord. No. 1862, § 5(Exh. A), 1-26-21)

Section 8. Amendments to the Municipal Code, Chapter 26, Subdivisions, Article II. - Tract Maps - Division 1 is hereby restated and amended as follows:

Section 26-26. – Definitions.

"The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board of building commissioners means the five-member board appointed by the mayor with the approval of the city council which hears matters pertaining to buildings and structures relative to the Uniform Building Code.

Circulation master plan means the plan for streets and thoroughfares which has been adopted and approved by the city council, together with any approved revisions or modifications thereof.

City attorney means the city attorney, acting either directly or through properly authorized agents acting within the scope of the particular duties entrusted to them.

City engineer means the city engineer, acting either directly or through properly authorized agents acting within the scope of the particular duties entrusted to them.

County means the County of San Bernardino, and when used to modify an officer, office or department shall mean that officer, office or department of the county and shall include properly authorized agents of that officer, office or department acting within the scope of the particular duties entrusted to them.

Development advisory board means a board composed of various city departments, county agencies and other autonomous agencies which reviews projects for consistency with adopted codes and standards and makes recommendations to the planning commission."

General plan means the general plan of the city providing goals, objectives and policies for the longterm orderly development of the city.

Notice of official filing means a written notice issued by the planning department indicating that a project has received environmental clearance and is now considered as officially filed providing that all submittal requirements have been met.

Owner means the person having sufficient proprietary interest in the land to be subdivided to commence and maintain proceedings to subdivide the land under this article.

Public improvements includes streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, lighting facilities and traffic controls, including traffic control devices and traffic control signals.

Specific plan means a detailed plan which reviews economic, environmental and design impacts of development within a specific area and sets forth goals, objectives, policies and regulations for the development of that specific area.

Subdivider means any person commencing proceedings under this article to effect a subdivision of land under this article for himself or for another.

Subdivision means the division, by any subdivider, of any unit of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future, except for leases of agricultural land for agricultural purposes. Property shall be considered as contiguous units even if it is separated by roads, streets, utility easements or railroad rights-of-way. The word "subdivision" includes a condominium project as defined in Civil Code § 1350, a community apartment project as defined in Business and Professions Code § 11004, or the conversion of five or more existing dwelling units to a stock cooperative as defined in Business and Professions Code § 11003.2.

Vesting tentative tract or parcel map means a tentative tract or parcel map which, if approved, allows development in substantial compliance with the ordinances, policies and standards in effect at the time a notice of official filing is issued by the planning department in conformance with the state Subdivision Act.

<u>Section 9.</u> Amendments to the Municipal Code, Chapter 26, Article II – Tract Maps - Division 2. – Tentative Tract Map Requirements, Section 26-52 – Application is hereby restated and amended as follows:

Sec. 26-52. - Application.

- (a) All subdividers requesting approval of tentative tract maps shall file with the planning department a tentative tract map application in form, format and content as established by ordinance and resolution of the city council. The application shall be subject to the provisions of chapter 30, article XVI.
- (b) At least one copy of the map shall be forwarded to each of the following agencies and departments, which shall have 21 calendar days after receipt thereof to comment or make recommendations with respect to the subdivision:
- (1) Each government agency entitled by law to review and recommend thereon.
- (2) The district engineer of the division of highways of the state, as provided by Business and Professions Code § 11528.1.
- (3) The affected school districts which are not members of the development advisory board.
 - (4) Publicly and privately owned utilities serving the area.
- (c) At least one copy of the map shall be forwarded to each of the following entities members of the development advisory board:
 - (1) The building and safety department.
 - (2) The Central Valley Fire District.
 - (3) The Fontana Unified School District.
 - (4) The parks and recreation department.
 - (5) The police department.
 - (6) The public works and engineering department.

The development advisory board shall review the map and forward a recommendation with appropriate conditions to the planning commission within the processing time limits prescribed by section 30-1365.

<u>Section 10.</u> Amendments to the Municipal Code, Chapter 30, Zoning and Development Code, Article I. – Provisions and Definitions is hereby restated and amended as follows:

Sec. 30-1. Purpose.

This article establishes official land use zoning regulations and design guidelines. The zoning districts and regulations set forth in this article are consistent with the goals and policies of the general plan and are designed to:

- (1) Encourage the most appropriate use of land and ensure compatibility between uses;
- (2) Provide open space for light, air, and the preservation of resources;
- (3) Facilitate the timely provision of adequate infrastructure and community facilities:
- (4) Promote excellent architectural design; and
- (5) Promote health, safety, and general welfare of the residents and visitors of the City.

Sec. 30-2. Minimum requirements.

The interpretation and application of the provisions of this article shall be the minimum requirements for the promotion of public health, safety, and welfare. It is not the intent of this article to limit standards to minimums.

Sec. 30-3. Greater or conflicting provisions.

Where any provision of this article imposes more stringent requirements, regulations, restrictions, or limitations than are imposed or required by any other provisions of the Municipal Code, law, ordinance, restrictive covenant, or easement, this article shall govern.

Sec. 30-3.1 Public Projects.

Notwithstanding any other lawful exemptions to zoning regulations, the provisions of this title, shall not apply to any development standards or entitlement processes any buildings, improvements, lots, or premises, owned, leased, operated or controlled by the City or any City Project for public purpose by the City of Fontana. Such projects would still require discretionary review by the City.

<u>Section 11.</u> Amendments to the Municipal Code, Chapter 30, Article II. - Division 4. - Hearing Bodies and Notification is hereby restated and amended as follows:

Section 30-22. – Hearing bodies.

The following three hearing bodies shall make decisions on the various procedures provided for in this Development Code. All hearing bodies shall be responsible for the hearings indicated in Table No. 30-22.

Decisions of any "reviewing body" may be appealed to the City Council, except where State law limits such appeal to the City Engineer. If the Planning Commission is listed above as the "appeal body," the Commission must first review an appeal before it may be forwarded to the City Council for consideration.

DAB—Development Advisory Board—Recommending body

DCD—Director of Community Development—Approval body

PC—Planning Commission—Approval body

CC—City Council—Approval body

PR—Parks, Community, and Human Services Commission—Recommending body

X- Indicates the reviewing and/or the approval body

a—Indicates that the reviewing body is to provide a recommendation to the City Council

b—Indicates that the reviewing body is to provide a recommendation to the Planning Commission

Table No. 30-22								
	Reviewing Bodies					Appeal Body		
Project Type	DAB	DCD	PR	PC	СС	PC	СС	
Administrative Site Plan, Amendment	X	Х				Х		

	T.,	The T			T. c	
Administrative Site Plan, Major	X	X			X	
Administrative Site Plan, Minor	X	Х			Х	
Administrative Site Plan, Modification	X	Х			X	
Area Plan	X		Xa	Х		
Certificate of Appropriateness				Х		
Conditional Use Permit	X		Х			Х
Conditional Use Permit Amendment	X		X			X
Conditional Use Permit Modification	-X		X			X
Density Bonus	X		Xa	Х		
Design Review	X		Х			Х
Design Review, Amendment	X		Х			Х
Design Review, Modification	X		Х			Х
Design Review, Signs		X			Х	
Director's Determination		Х			Х	
Development Agreements			Xa	Х		

Development Agreements Amendment	,			Xa	X		
General Plan Amendments	X			Xa	Х		
Home Occupation Permit		Х				X	
Lot Line Adjustment		X				X	
Minor Use Permit	X	X				X	
Minor Use Permit, Amendment	X	Х				X	
Minor Use Permit, Modification	X	X				X	
Parcel Maps, Tentative	X	X				X	
Parcel Maps, Final		X				X	
Park Review	×		Xb	X			Х
Specific Plan, Amendment	X			Ха	Х		
Temporary Use		X		X			
Tract Maps, Tentative	X			X	Х		
Tract Maps, Final					Х		
Variances	X			X	Х		
Variances, Administrative	X	X				X	

Time Extension, Parcel Map					Х	
Time Extension, Tract Map			Х			X
Time Extension, Projects	X	Х			X	
Development Code and Zoning District Map, Amendment	X		Xa	Х		

<u>Section 12.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 4. – Hearing Bodies and Notification is hereby restated and amended as follows:

Section 30-24. – Posting.

- (a) City initiated projects. If a notice of public hearing for a City initiated general plan amendment, specific plan, zone change, design review, and tentative tract or any other application affecting a specific property or properties exceeding 20 acres and/or would result in the mailing or delivering of more than 1,000 notices, the notice of public hearing shall also either be:
- (1) Published in at least one newspaper of general circulation in the City no less than one time and no less than ten days prior to the date of the hearing; or
- (2) Posted at least ten days prior to the hearing in at least three public places in the City, including one public place in the area directly affected by the proceeding.
- (b) Applicant initiated projects. Notice of public hearing for applicant-initiated projects affecting a specific property shall also be made by a posting on the site (by the applicant) in a conspicuous location no longer than ten days after the initial Development Advisory Board (DAB) review.
 - (1) A four-foot by eight-foot sign or signs shall be required to be posted at the project site. Daycare notification may be a two by two banner visible from the right-of-way. The purpose of the sign notice requirement is to notify the community and the neighbors in the affected area early in the review process, allowing the applicant and the City the benefit of citizens' comments during the initial stage of project review. A cash deposit to the City is required to ensure compliance with the notification requirements including removal of

the notification sign. The project application shall not be deemed complete until the large sign is installed.

- (2) Sign criteria. In order to implement the signs as an effective form of public notification, the following rules and standards shall apply.
 - a. Sign size and specification. All sign(s) shall be four feet by eight feet in size and be constructed to the specifications determined by the Planning Division. The specific project information text on the sign shall be provided by the Planning Division.
 - b. Location and installation standards. All sign(s) shall be installed according to the specifications determined by the Planning Division. The signs shall be posted on each street frontage. Additional signs may be required as determined by the Planning Division.
 - c. Sign removal and maintenance. All sign(s) shall be maintained and remain in place until the final decision on the application has been made or the application has been withdrawn. All sign(s) shall be removed by the applicant after 15 days of the final decision or date of withdrawal. Failure to remove the sign(s) within the prescribed period may result in forfeiture of the cash deposit.

<u>Section 13.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 6 – General Plan Amendment is hereby restated and amended as follows:

Section 30-33 – Pre-application meeting.

Prior to the filing of an application for a general plan amendment, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The Staff recommendations should be incorporated into the project prior to filing the formal application.

<u>Section 14.</u> Amendments to the Municipal Code, Chapter 30, Article II. – Administrative Procedures - Division 4. – Hearing Bodies and Notification, Section 30-35 "Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Section 30-35 - Reserved.

<u>Section 15.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 8. - Area Plan and Area Plan Amendment, Subdivision I. Area Plan is hereby restated, amended, and renumbered as follows:

Sec. 30-49. - Submission requirements.

A proposal for an area plan shall be processed upon the application of the property owner(s), subject to the following provisions:

- (1) Submission of a preliminary application and area plan for review by the Development Advisory Board.
- (1) Submission of a formal area plan and related material as required on the application form for review and recommendation by the Planning Commission and final decision by the City Council.
- $(\underline{2})$ Submission of a conditional use permit and design review applications.

Section 16. Amendments to the Municipal Code, Chapter 30, Article II. Division 8. - Area Plan and Area Plan Amendment, Subdivision I. - Area Plan, Section 30-51 is hereby deleted in entirety and amended to read as follows:

Section 30-51. – Pre-application meeting for area plan.

Prior to the filing of an application for an area plan, the applicant or the applicant's representative shall hold apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

Section 17. Amendments to the Municipal Code, Chapter 30, Article II. – Division 8. - Area Plan and Area Plan Amendment, Subdivision I. – Area, Section 30-54 "Development Advisory Board (DAB) Review" is hereby deleted and amended to read as follows:

Section 30-54 – Reserved.

<u>Section 18.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 8. - Area Plan and Area Plan Amendment, Subdivision II. – Area Plan Amendments, Section 30-60 – Pre-application meeting for area plan is hereby restated and amended as follows:

Section 30-60 - Pre-application meeting for area plan.

(a) Prior to the filing of an application for an area plan amendment, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the

project. The recommendation should be incorporated into the project prior to filing the formal application.

(b) Following the preliminary consultation of the applicant and City staff, The Director of Community Development Planning will determine when the conceptual project will be submitted to the Planning Commission for a workshop. The presentation to the Planning Commission shall be an informal presentation for informative purposes only and is only intended to obtain Planning Commission comments on the proposed project. The applicant shall not receive any rights or entitlements pursuant to this informal review procedure and the Planning Commission shall not be bound by their comments. The Planning Commission or City Council may request changes to the project when it is formally presented for their consideration even if those changes differ from the Planning Commission comments and requests made during the informal review procedure.

<u>Section 19.</u> Amendments to the Municipal Code, Chapter 30, Article II. – Administrative Procedures – Division 8. - Area Plan and Area Plan Amendment, Subdivision II. – Area Plan Amendments, Section 30-62 – Development Advisory Board (DAB) is hereby deleted and amended to read as follows:

Section 30-62 - Reserved.

<u>Section 20.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 9. – Specific Plan Amendment, Section 30-68. – Pre-application meeting is hereby restated and amended as follows:

Sec. 30-68. - Pre-application meeting.

Prior to the filing of an application for an amendment to a specific plan, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

<u>Section 21.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 9. – Specific Plan Amendment, Section 30-70. – Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-70. - Reserved.

<u>Section 22.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 10. – Administrative Site Plan, Major, Minor, Amendment, and Modification, Subdivision

I. – Administrative Site Plan – Major, Section 30-76 – Authority is hereby restated and amended as follows:

Sec. 30-76. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny administrative site plan, major, minor, modifications and amendment review applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress, egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion.

<u>Section 23.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. – Administrative Site Plan, Major, Minor, Amendment, and Modification, Subdivision I. – Administrative Site Plan – Major, Section 30-78 is hereby restated and amended to read as follows:

Sec. 30-78. – Pre-application meeting.

Prior to the filing of an application for an administrative site plan, major, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

<u>Section 24.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. – Administrative Site Plan, Major, Minor, Amendment, and Modification, Subdivision II. – Administrative Site Plan – Minor, Section 30-88. – Pre-application meeting is hereby restated and amended as follows:

Sec. 30-88. - Pre-application meeting.

Prior to the filing of an application for an administrative site plan, minor, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

Section 25. Amendments to the Municipal Code, Chapter 30, Article II. Division 10. – Administrative Site Plan, Major, Minor, Amendment, and Modification, Subdivision II. – Administrative Site Plan – Minor, Section 30-90. – Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-90. – Reserved.

<u>Section 26.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. – Administrative Site Plan, Major, Minor, Amendment, and Modification, Subdivision III. – Administrative Site Plan – Amendment, Section 30-97 is hereby restated and amended as follows:

Sec. 30-97. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny administrative site plan, amendment review applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress, egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion."

<u>Section 27.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10, Subdivision III. Administrative Site Plan Amendment, Section 30-98 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-98. - Pre-application meeting.

Prior to the filing of an application for an administrative site plan, amendment, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 28.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. Subdivision III., Administrative Site Plan Amendment, 30-100. – "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-100 - Reserved.

<u>Section 29.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. Subdivision IV., Administrative Site Plan Modification, Section 30-107 "Authority", is hereby restated and amended as follows

Sec. 30-107. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny administrative site plan, modification review applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress, egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion."

<u>Section 30.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. Subdivision IV. Administrative Site Plan Modification, Section 30-108 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-108. - Pre-application meeting.

Prior to the filing of an application for an administrative site plan, modification, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 31.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 10. Subdivision IV. Administrative Site Plan Modification, Section 30-110. "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-110 – Reserved.

<u>Section 32.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 11. – Design, Review, Amendment, and Modification, Subdivision I. Design Review, Section 30-117 – Pre-application meeting is hereby restated and amended as follows:

Sec. 30-117. - Pre-application meeting.

Prior to the filing of an application for a design review, the applicant or the applicant's representative shall apply for a pre-application review by City

<u>staff.</u> meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

<u>Section 33.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 11, Subdivision I. Design Review, Section 30-119. "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-119 – Reserved.

<u>Section 34.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 11, Subdivision II. Design Review Amendment, Section 30-126 is hereby restated and amended as follows:

Sec. 30-126. - Pre-application meeting.

Prior to the filing of an application for a design review, amendment, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

<u>Section 35.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 11. Subdivision II. Design Review Amendment, Pre-application meeting Section 30-128, "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-128 - Reserved.

<u>Section 36.</u> Amendments to the Municipal Code, Chapter 30, Article II. – Division 11. Subdivision II. – Design Review - Modification, Section 30-137. "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-137. - Pre-application meeting.

Prior to the filing of an application for a design review, modification, the applicant or the applicant's representative shall apply for pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application. Projects determined minor in nature may be waived of this process by the Director of Community Development.

Section 37. Amendments to the Municipal Code, Chapter 30, Article II. – Division 11. Subdivision II. – Design Review - Modification, 30-139. – "Development Advisory

Board (DAB)" review are hereby deleted in their entirety is hereby deleted and amended to read as follows:

Sec. 30-139 – Reserved.

<u>Section 38.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 12. – Conditional Use Permit, Amendment, and Modification, Subdivision I. – Conditional Use Permit, Section 30-146 is hereby restated and amended as follows:

Sec. 30-146. - Authority.

The Planning Commission is authorized to approve or deny applications for conditional use permit, upon review of the Development Advisory Board comments, and to impose conditions upon such approval.

<u>Section 39.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 12.Subdivision I. Conditional Use Permit, Section 30-147. "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-147. - Pre-application meeting.

Prior to the filing of an application for a conditional use permit, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 40.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 12. Subdivision I. – Conditional Use Permit, Section 30-149. "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-149 – Reserved.

<u>Section 41.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 12, Subdivision II. Conditional Use Permit - Amendment, Section 30-157 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-157 – Pre-application meeting.

Prior to the filing of an application for a conditional use permit amendment, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The Staff recommendations should be incorporated into the project prior to filing the formal application. Projects

determined minor in nature may be waived of this process by the Director of Community Development Planning.

<u>Section 42.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 12, Subdivision II. Conditional Use Permit Amendment, Section 30-159, "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-159 – Reserved.

<u>Section 43.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 12, Subdivision III, Conditional Use Permit Modification, Section 30-166 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-166 – Pre-application meeting.

Prior to the filing of an application for a conditional use permit modification, the applicant or the applicant's representative shall apply for a pre-application review by City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 44.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 12, Conditional Use Permit, Amendment, and Modification, Subdivision III, Conditional Use Permit, Section 30--168. "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-168 – Reserved.

<u>Section 45.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 13, Minor Use Permit, Section 30-175. "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-175 – Pre-application meeting.

Prior to the filing of an application for a minor use permit, the applicant or the applicant's representative shall hold apply for a pre-application conference with the Development Advisory Board review by City staff. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 46.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 13 Minor Use Permit, Section 30-177, "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-177 – Reserved.

<u>Section 47.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 13, Subdivision II, Minor Use Permits Amendment, Section 30-186 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-186 – Pre-application meeting.

Prior to the filing of an application for a minor use permit amendment, the applicant or the applicant's representative shall hold apply for a preapplication conference with the Development Advisory Board review by City staff. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 48.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 13, Subdivision II, Minor Use Permits Amendment, Section 30-188 "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-188 – Reserved.

<u>Section 49.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 13. – Minor Use Permits, Amendment, and Modification, Subdivision III. – Minor Use Permits Modification, Section 30-194 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-194. - Pre-application meeting.

Prior to the filing of an application for a minor use permit modification, the applicant or the applicant's representative shall—hold apply for a preapplication conference with the Development Advisory Board-review by City staff. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 50.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 13, Subdivision III. Minor Use Permits Modification, Section 30-196 "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-196 – Reserved.

<u>Section 51.</u> Amendments to the Municipal Code, 30, Article II, Division 14, Subdivision I. Administrative Variance, Section 30-204 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-204. - Pre-application meeting.

Prior to the filing of an application for an administrative variance, the applicant or the applicant's representative shall hold apply for a preapplication conference with the Development Advisory Board City staff. Projects determined minor in nature may be waived of this process by the Director of Community Development.

<u>Section 52.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 14, Variance, Subdivision I. Administrative Variance, Section 30-207. "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-207 – Reserved.

<u>Section 53.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 14, Subdivision II. Variance, Major, Section 30-214 "Authority" is hereby restated and amended as follows:

Sec. 30-214. - Authority.

The Planning Commission is authorized to approve or deny applications for variance, major, upon review of the Development Advisory Board comments, and to impose conditions upon such approval.

<u>Section 54.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 16. – Park Review, Section 30-231 – Authority, is hereby restated and amended as follows:

Sec. 30-231. - Authority.

The Parks, Community, and Human Services Commission (PCHSC) is authorized to review and provide comments for parks. The park review shall be presented to the PCHSC <u>at a regular meeting.</u> during the Development Advisory Board review.

The Planning Commission is authorized to approve or deny applications for park review upon review of the Development Advisory Board and PCHSC, and to impose conditions upon such approval.

<u>Section 55.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 16. Park Review, Section 30-232 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-232. - Pre-application meeting.

Prior to the filing of an application for a park review, the applicant or the applicant's representative shall—file apply for a pre-application review meeting application in order to meet with the Director of Planning Community Development and the Development Advisory Board—prior to submitted the formal application.

<u>Section 56.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 16. – Park Review, Section 30-234. – Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-234 – Reserved.

<u>Section 57.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 17. - California Redemption Value (CRV) Recycling Collection Facility, Section 30-241. – Authority, is hereby restated and amended as follows:

Sec. 30-241. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny California Redemption Value (CRV) Recycling Collection Facility through the process of minor use permit review applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval. Conditions may include, but shall not be limited to, requirements for installation and maintenance of landscaping and erosion control measures; requirements for vehicular ingress, egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion.

<u>Section 58.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 17. - California Redemption Value (CRV) Recycling Collection Facility, Section 30-246. – Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-246 – Reserved.

<u>Section 59.</u> Amendments to the Municipal Code, Chapter 30, Article II. – Administrative Procedures – Division 18. – Temporary Use, Section 30-354. – Authority, is hereby restated and amended as follows:

Sec. 30-254. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny temporary use applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval. Conditions may include, but shall not be limited to, requirements for buffers and/or barriers; requirements for vehicular ingress, egress, and on-site traffic circulation; regulation of hours or other characteristics of operation; establishment of development schedules or time limits for performance or completion.

<u>Section 60.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 21. – Mapping, Tentative Parcel Map, Tentative Tract Map, and Lot Line Adjustment, Subdivision I – Tentative Parcel Map, Section 3-280 "Authority" is hereby restated and amended as follows:

Sec. 30-280. - Authority.

The Director of Community Development Planning or designee is authorized to approve or deny tentative parcel map applications, upon review of the Development Advisory Board comments, and to impose reasonable conditions upon such approval.

<u>Section 61.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 21, Subdivision I – Tentative Parcel Map, Section 30-281 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-281. - Pre-application meeting.

Prior to the filing of an application for a tentative parcel map application the applicant or the applicant's representative shall apply for a pre-application meeting application review with City Staff. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application.

<u>Section 62.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 21, Subdivision I – Tentative Parcel Map, Section 30-283 "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-283 – Reserved.

<u>Section 63.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 21. Subdivision II – Tentative Tract Map, Section 3-290. "Authority" is hereby restated and amended as follows:

Sec. 30-290. - Authority.

The Planning Commission is authorized to approve or deny applications for design review, upon review of the Development Advisory Board comments, and to impose conditions upon such approval. Conditions may include, but shall not be limited to, requirements for special yards, open spaces, buffers, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress, egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion.

Section 64. Amendments to the Municipal Code, Chapter 30, Article II. Division 212. Subdivision II – Tentative Tract Map, Section 3-292, "Development Advisory Board (DAB) review" is hereby deleted and amended to read as follows:

Sec. 30-292 – Reserved.

<u>Section 65.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 22. – Time Extension, Mapping and Project, Subdivision II – Time Extension - Tentative Tract Maps, Section 3-310. "Authority", is hereby restated and amended as follows:

Sec. 30-310. - Authority.

The Planning Commission is authorized to approve or deny applications for time extension for tentative tract maps upon review of the Development Advisory Board comments, and to impose conditions upon such approval.

<u>Section 66.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 24 Planned Unit Development (PUD), Section 30-328 "Pre-application meeting" is hereby restated and amended as follows:

Sec. 30-328. - Pre-application meeting.

Prior to the filing of an application for a planned unit development, the applicant or the applicant's representative shall apply for a pre-application review with City staff. meeting application. The pre-application meeting is presented to the Development Advisory Board for recommendation for the project. The recommendation should be incorporated into the project prior to filing the formal application

<u>Section 67.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 24. – Planned Unit Development (PUD), Section 30-330. – Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-330 – Reserved.

<u>Section 68.</u> Amendments to the Municipal Code, Chapter 30, Article II. Division 25. – Density Bonus, Section 30-343, Development Advisory Board (DAB) review is hereby deleted and amended to read as follows:

Sec. 30-343 – Reserved.

<u>Section 69.</u> Amendments to the Municipal Code, Chapter 30, Article II, Division 27 Non-Conforming Structures, Section 30-353, "Special exemption to permit incremental improvements to nonconforming buildings, structures, and sites with administrative site plan approval" is hereby restated, renumbered, and amended as follows:

Sec. 30-353. - Special exemption to permit incremental improvements to nonconforming buildings, structures, and sites with administrative site plan approval.

(a) Notwithstanding any other provisions of Division 10 of this article herein to the contrary, the Director of Community Development Planning may permit the following limited improvements to be made to an existing nonconforming building, structure or site without the requirement that

- the building, structure and/or site be improved to current Development Code standards:
- (1) Additions to existing commercial and/or industrial buildings or structures that do not exceed ten percent of the total square footage of the existing building or structure, provided said additions meet the fire protection requirements of Chapter 11 of the City Code;
- (2) Paving, repaving or realignment of parking lots and areas, provided that the number of parking spaces is not reduced to less than currently existing and provided that all applicable drainage, storm water (NPDES), and similar requirements are met;
- (3) Alteration of the exterior of an existing building or structure;
- (4) Installation of new landscaping or alteration of existing landscaping, provided that the amount of landscaping is not reduced to less than currently existing unless the Director of Community Development Planning further finds that other improvements approved under this section require a reduction in the landscaping. Any allowed reduction in landscaping shall be the minimum required to permit the improvements to be constructed.
- (b) Any person seeking a special exemption under this section shall submit a completed administrative site plan application to the Community Development Planning Department in a manner prescribed by the Director of Community Development Planning and shall pay any applicable fees.
- (c) Applications under this section shall be processed as prescribed in Division 3 of Article III of Chapter 30 of this Code (administrative site plan review), except for the following:
 - (1) At the option of the Director of Community Development, the application may (but is not required to) be reviewed by the Development Advisory Board prior to a decision by the Director of Community Development;
 - (2) Notice required by Division 4 of this article shall be provided, however, it shall be sent ten calendar days prior to the decision by the Director of Community Development.
- (c) Notwithstanding Division 10 of this article herein, the Director of Community Development Planning shall make the following findings before granting approval of the exemption and the administrative site plan application:
 - (1) All of the existing building(s), structures(s) and uses on the site are preexisting and legal nonconforming, and are not illegal or unpermitted;

- (2) The improvement(s) subject to the exemption support(s) a pre-existing legal nonconforming building, structure and/or use already on the site;
- (3) The exemption will provide an incremental improvement to the building, structure or use on the site in furtherance of the requirements of Chapter 30 of this Code;
- (4) The improvement(s) subject to the exemption will not, physically, legally, or otherwise, preclude the building(s), structure(s) or the site to come into compliance with current Development Code standards at a future date:
- (5) Granting the exemption will not substantially expand or intensify the existing or anticipated use of the building(s) and/or the site;
- (6) Granting the exemption will not be contrary to the goals of the City's general plan or any applicable specific plan; and
- (7) Granting the exemption will not otherwise be deleterious to the public health, safety and welfare.
- (d) The Director of Community Development Planning is authorized to impose such reasonable conditions upon an exemption in order to protect the health, safety and welfare of the surrounding area.
- (e) Except as expressly set forth herein, the benefits of this section shall not abrogate, extend, expand or otherwise alter the provisions of this Division 22 and shall not eliminate or extend pre-existing legal nonconforming rights, or create them where they do not otherwise exist.
- (f) The benefits of this section shall apply only to complete applications, as provided for in subsection (b), which have been submitted to the Community Development Planning Department within a period of two years following the effective date of this section. Any exemptions requested after said two-year period must be sought pursuant to Section 30-85.

<u>Section 70.</u> Amendments to the Municipal Code, Chapter 30, Article IX. Division 5. – Auto Center Overlay District, Section 30-643. – Minimum development standards, is hereby restated, renumbered, and amended as follows:

Sec. 30-643. - Minimum development standards.

The minimum site development standards listed in this section shall only apply to the specific planning area within the overlay district.

- (1) Planning area 1—Auto center development standards.
 - a. Building and parking setbacks.
 - 1. All buildings and parking, except for vehicle display pads and allowed monument signs, shall be setback from all street property lines as follows:

Sierra Avenue: 25 Feet

Citrus Avenue: 20 Feet

South Highland Avenue: 15 Feet

Secondary Streets: 10 Feet

Collector Streets: 10 Feet

Local Streets: 10 Feet

2. Vehicle display pads shall have no required setback and shall be allowed to encroach into the landscape setback. Adequate site distance must be demonstrated at street intersections and driveway entrances for each vehicle display pad. Display pads shall not exceed 14 inches in height as measured from the sidewalk grade.

3. Monument signs are required to be set back a minimum of five feet from the street property line.

b. Building height.

1.Buildings and other structures shall not exceed a maximum of 60 feet in height as measured from the top of curb located adjacent to the street property line to the highest building ridge.

c. Lot coverage.

1.No more than 50 percent of the net lot area may be covered with buildings or other structures.

d. Off-street parking and circulation.

1.Required off-street parking spaces for vehicle dealerships shall be provided at the following ratios:

Show Room: One space per 300 square feet.

Service Area: One space per 300 square feet.

Outdoor Display: One space per 2,500 square feet.

Employees: One space per employee on the maximum shift.

Note: Service department parking/stacking is counted and included as required parking spaces.

- 2. Except for vehicle display pads, all parking spaces shall be a minimum of nine feet wide and 19 feet deep.
- 3. Drive aisle widths are required to be 26 feet wide, unless otherwise required by the San Bernardino County Fire Department.
- 4.Driveway approaches on South Highland Avenue are required to be 55 feet deep to allow for adequate stacking distance if entry gates are closed. Driveways must demonstrate adequate turning movement widths for car carrier trucks, per the City of Fontana Traffic Engineer.

e. Landscaping.

- 1. All vehicle dealerships shall have a minimum of 15 percent landscaping of the net project site (minus the dealership building footprint). A maximum of seven percent of the required landscape area can be provided as decorative hardscape, including vehicle display pads and driveway approaches.
- 2.Required setback areas shall be landscaped with trees, shrubs, plants, grasses and hardscape as set forth within the overlay district landscape design guidelines plant palette.
- 3. There shall be a five-foot landscape setback between abutting auto dealership display areas.

f. Lighting.

- 1.On-site lighting plans shall be submitted showing the design, intensity, layout and exact fixture mounting. Lighting plans shall be reviewed and approved through the required Development Advisory Board (DAB) process.
- 2.Lighting plans shall be consistent with the lighting design criteria and guidelines set forth within this overlay district.
- 3. Shielded fixtures shall direct all lighting downward, and shall illuminate areas used for parking and driveways.
- 4.All exterior areas shall have light standards no taller than 20 feet in height.
- 5.All lighting fixtures shall be properly shielded to prevent offsite glare. Spot fixtures shall only be downward directed,

- except at strategic areas such as monument signs and other landscape locations along the project's perimeter.
- 6.Strings of incandescent fixtures are not allowed in any exterior commercial area.
- 7.Strings of incandescent fixtures are not allowed in any exterior dealership area.
- g. Walls, fences and screening. Walls and fences constructed on an interior lot line, at the rear of the required landscape setback area, or along the 210 Freeway right-of-way shall comply with the development standards set forth herein.
 - 1. Walls shall not exceed eight feet in height, except that within the required building and parking landscaped setback, vehicle pad display areas, walls may not exceed three feet in height.
 - 2.All perimeter walls and fences shall be designed to be consistent with the design guidelines set forth herein.
 - 3. Chain link fencing and all types of barbed wire are prohibited, except that chain link fencing is allowed during construction for security purposes.
 - 4.The Freeway edge treatment shall consist of eight-foot tall pilasters at 30 feet on center with tubular or wrought iron fencing between pilasters. These pilasters shall be consistent with the design as set forth within the auto center design guidelines.
 - 5.Pilasters located within 90 feet of South Highland Avenue shall also be eight-foot tall at 30 feet on center with tubular or wrought iron fencing between pilasters. These pilasters will also be covered with flagstone that matches the monument sign flagstone required along South Highland Avenue, consistent with the design as set forth within the auto center design guidelines.
 - 6. Solid eight-foot tall block walls located within the interior of auto dealerships are permitted, provided they are not visible from the public rights-of-way. Security walls that are visible from public rights-of-way shall consist of solid walls limited to three feet in height with pilasters on top that are limited to five feet in height (eight feet total height) and tubular or wrought iron fencing between pilasters.

- 7. All service, trash and employee parking areas shall be screened from view from all public streets by walls and approved fencing. No storage areas shall be visible from any public right-of-way, including the 210 Freeway.
- 8. Roof mounted mechanical equipment shall be screened and not be visible from any public rights-of-way, including the 210 Freeway. Roof mounted equipment screening techniques shall involve an integrated architectural design element which is compatible with the architectural design of the dealership building.
- 9. Solid block walls eight feet tall are required on the property line adjacent to A.B. Miller High School and Warren Ruble Middle School.
- h. Sound attenuation.
- 1. All air compressor exhaust stacks shall contain noise-muffling devices.
- 2. Exterior loud speakers shall not be mounted higher that ten feet above finished grade, and shall be oriented toward the interior of each dealership.
- (2) Planning area 2—Auto center supporting uses.
 - a. Building setbacks.
 - 1. All buildings and parking areas, except for allowed monument signs, shall be setback from all street property lines as follows:

Sierra Avenue: 25 Feet

South Highland Avenue: 20 Feet

Mango Avenue: 15 Feet

210 Freeway Right-of-way: 5 Feet

- 2. Monument signs are required to be set back a minimum of five feet from the street property line, and must comply with site distance traffic standards at all street corners and driveway entrances.
- b. Building height.

1.Buildings and other structures shall not exceed a maximum of 60 feet as measured from the top of curb located adjacent to the street property line to the highest building ridge.

c. Lot coverage:

- 1. No more than 50 percent of the net lot area may be covered with buildings or other structures.
- d. Off-street parking and circulation.
 - 1. Required off-street parking spaces for retail shall be provided at the ratio set forth in Chapter 30 of the Fontana Municipal Code.
 - 2. All parking spaces shall be a minimum of nine feet wide and 19 feet deep.
 - 3. Drive aisle widths are required to be 26 feet wide unless otherwise required by the San Bernardino County Fire Department.

e. Landscaping.

- 1. All retail commercial uses shall have a minimum of 15 percent landscaping of the net project site (minus the building footprint).
- 2. Required setback areas shall be landscaped with trees, shrubs, plants, grasses and hardscape as set forth within the overlay district landscape design guidelines plant palette.
- 3. For projects that are adjacent to the 210 Freeway right-ofway, there shall be a minimum five-foot wide landscape strip planted with trees and shrubs.
- 4. Solid block walls adjacent to the 210 Freeway right-of-way are prohibited. The Freeway edge treatment shall consist of eight-foot tall pilasters at 30 feet on center with tubular or wrought iron fencing between pilasters. These pilasters shall be consistent with the design as set forth within the auto center design guidelines.

f. Lighting.

1. On-site lighting plans shall be submitted showing the design, intensity, layout and exact fixture mounting. Lighting

- plans shall be reviewed and approved through the required Development Advisory Board (DAB) review process.
- 2. Lighting plans shall be consistent with the lighting design criteria and guidelines set forth within this overlay district.
- 3. Shielded fixtures shall direct all lighting downward, and shall illuminate areas used for parking and driveways.
- 4. All exterior areas shall have light standards no taller than 20 feet in height.
- 5. All lighting fixtures shall be properly shielded to prevent offsite glare. Spot fixtures shall only be downward directed, except at strategic areas such as monument signs and other landscape locations along the project's perimeter.
- 6. Strings of incandescent fixtures are not allowed in any exterior commercial area.
- g. Walls, fences and screening. Walls and fences constructed on an interior lot line, at the rear of the required landscape setback area, or along the 210 Freeway right-of-way shall be in keeping with the development standards set forth herein.
 - 1. Walls shall not exceed eight feet in height, except that within the required building and parking landscaped setback, walls may not exceed three feet in height.
 - 2.All walls shall be constructed of split face or masonry material that is compatible with the building design.
 - 3. Chain link fencing and all types of barbed wire are prohibited, except that chain link fencing is allowed during construction for security purposes.
 - 4. All service and trash enclosure areas shall be screened from view from all public streets by walls and approved fencing, wherever feasible. No storage areas shall be visible from any public right-of-way, including the 210 Freeway.
 - 5. Solid block walls are prohibited. Wall edge treatments shall consist of eight-foot tall pilasters at 30 feet on center with tubular or wrought iron fencing between pilasters. These pilasters shall be consistent with the design as set forth within the auto center design guidelines.

6. Roof mounted mechanical equipment shall be screened and not be visible from any public rights-of-way, including the 210 Freeway. Roof mounted equipment screening techniques shall involve an integrated architectural design element which is compatible with the architectural design of the commercial building.

h. Sound attenuation.

- 1. A drive-through lane is not permitted adjacent to any parcel of land that is zoned for residential use.
- (3) Planning areas 3 and 4.
 - a. All minimum site development standards listed in planning areas 1 and 2 apply to planning areas 3 and 4.

<u>Section 71.</u> Amendments to the Municipal Code, Chapter 30, Article XII. Division 12. – Administration and Enforcement, Section 30-781. – Sign variances, is hereby restated, renumbered, and amended as follows:

Sec. 30-781. - Sign variances.

- (a) Purpose. The purpose of a sign variance is to provide for deviations from the literal provisions of this article in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual sign under consideration, and to grant such variances only when it is demonstrated that such actions align with the applicability and the findings of this section.
- (b) *Authority.* The Planning Commission is authorized to approve or deny sign variance applications.
- (c) Application.
 - (1) Applications for a sign variance shall be filed with the Planning Division on forms, and accompanied by data, information, and fees as required by the Community Development Planning Department. No application shall be considered by the Planning Commission until the application is determined to be complete and all required fees have been paid to the City.
 - (2) At a minimum, the application shall include:
 - a. A statement that the applicant is the owner of the subject property or an agent thereof;
 - b. The legal description of the property involved, the proposed use, and site plans;
 - c. A reference to the specific provisions of this article that are applicable to the requested sign variance; and
 - d. The specific use and standard for which the sign variance is being requested shall be described in detail.

- (d) Development Advisory Board Review. All applications for sign variances shall be reviewed by the Development Advisory Board to provide recommendations for the sign. The recommendations should be incorporated into the sign prior to moving forward to the Planning Commission.
- (d) Limitation on variances. In no case shall any sign variance be granted that would result in a sign that exceeds the height, size, or setback provisions of this article by 25 percent or that would increase the number of signs permitted by this article by more than 25 percent.
- (e) Findings. The following findings are required to be made by the Planning Commission for approval of a sign variance application, with or without conditions:
 - (1) Variances from the terms of this article shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the article deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property. The provisions of this section shall not apply to conditional use permits.
 - (2) The characteristics that make compliance with the requirements of this article difficult must be related to the premises for which the sign variance is sought, not some other location;
 - (3) The characteristics that make compliance with the requirements of this article difficult must not have been created by the owner of the premises, a previous owner, or the applicant; and
 - (4) The proposed sign variance will not be harmful or alter the essential character of the area in which the property is located, will not impair an adequate supply of light and air to adjacent property, or unreasonably increase congestion in public streets, or increase the danger of fire or endanger public safety, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals, or welfare of the inhabitants of the City.
- (f) Consistency. Any sign variance granted shall be subject to such conditions as will ensure that the adjustment thereby authorized shall not constitute a grant of a special privilege inconsistent with the limitations upon other properties.
- (g) Noticing. Notice of hearings for sign variances shall be as set forth in Chapter 30, Article II, Division 4.

- (h) Hearing. Upon receipt of a complete application for a sign variance, a time and place for the hearing before the Planning Commission shall be set.
- (i) Appeal. The decision of the Planning Commission shall be final unless an appeal is filed. An appeal could be made as set forth in Chapter 30, Article II, Division 5.
- (j) Time limitations. Each sign variance granted under the provisions of this article shall become null and void two years after the date of the action approving the sign variance unless:
 - The construction authorized by the sign variance or permit has been commenced within two years after the granting of the sign variance and diligently advanced to completion;
 - (2) The decision approving a sign variance contains in its findings and conditions specific authority for extending the time limit defined; or
 - (3) The Director of Community Development Planning finds that circumstances beyond the control of the applicant have caused delays which do not permit compliance with the time limits established.

<u>Section 72.</u> Amendments to the Municipal Code, Chapter 30, Article XIII. Division 2. – Permit and Application Procedures, Section 30-941 "Processing and hearing procedure", is hereby restated, renumbered, and amended as follows:

Sec. 30-941. - Processing and hearing procedure.

Upon submittal of a complete application for resource extraction permit and/or resource reclamation plan and filing of all environmental documents and all documents required by the Planning Manager, consideration of the resource extraction permit or resource reclamation plan for the proposed surface mining operation or exempt activity shall be completed pursuant to the following:

- (1) The Planning Division shall, within 30 days of receipt of such applications, certify the application requests with regard to completeness in accordance with California Government Code § 65920 et seq. (Permit Streamlining Act). The Planning Division shall process the application(s) in accordance with all requirements of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) and the City's environmental review guidelines.
- (2) Within 30 days of acceptance of an application for resource extraction permit and/or resource reclamation plan as complete, the Planning Division shall notify the State Department of Conservation of the filing of the application(s). Whenever mining operations are proposed in the 100year flood plain of any stream, as shown in Zone A of the flood insurance rate maps issued by the Federal Emergency Management Agency, and within one mile, upstream or downstream, of any state highway bridge, the Planning Division shall also notify the State Department of Transportation that the application(s) have been received.

- (3) Development Advisory Board. Upon deeming the application complete and completing the environmental review procedures, the Planning Division shall forward the application(s) to the Development Advisory Board (DAB). The DAB shall review the plot plan, landscape plans, elevations and any environmental review documents for the intended operation. Upon completion of the review, the DAB shall forward its recommendation and recommended approval conditions to the Planning Commission.
- (3) Planning Commission review. The Planning Commission shall hold at least one noticed public hearing on the application for resource extraction permit and/or resource reclamation plan. The Planning Division shall prepare a staff report with recommendations for consideration by the Planning Commission. The staff report shall include, but not be limited to, recommendations concerning the following:
 - a. A statement of the recommended intensity of use;
 - b. Acceptable accessory uses;
 - c. The suitability of the extraction and reclamation proposals; and
 - d. Suggested conditions for approval to ensure that the resource extraction use and related accessory uses may be conducted and reclaimed without creating a public nuisance or otherwise adversely affecting the public welfare.

The staff report may recommend denial of the resource extraction permit and/or resource reclamation plan applications if it is determined that the intent of this article cannot be met by the proposed applications.

- (4) Planning Commission approvals.
 - a. The Planning Commission shall take action approving, conditionally approving or denying the resource extraction permit. If a resource extraction permit is being processed concurrently with the resource reclamation plan, the Planning Commission may simultaneously also conceptually approve the resource extraction permit. However, the Planning Commission may defer action on the resource extraction permit until taking final action on the resource reclamation plan and financial assurances.
 - b. Prior to final approval of a resource reclamation plan, approval of financial assurances (as provided in this article), or any amendments to a resource reclamation plan or existing financial assurances, the Planning Commission shall:
 - 1. Certify to the State Department of Conservation that the resource reclamation plan and/or financial assurances comply with the

applicable requirements of state law, and submit the plan, assurance, or amendments to the State Department of Conservation for review. The Planning Commission may conceptually approve the resource reclamation plan and any financial assurances before submittal to the State Department of Conservation.

- 2. If necessary to comply with permit processing deadlines, the Planning Commission may conditionally approve the resource extraction permit with a condition that the planning division shall not issue any required subsidiary permits for mining operations, including grading and/or building permits, until cost estimates for financial assurances have been reviewed by the State Department of Conservation and final action has been taken on the reclamation plan and financial assurances.
- 3. Pursuant to Public Resources Code § 2774(d), the State Department of Conservation shall be given 30 days to review and comment on the reclamation plan and 45 days to review and comment on the financial assurances. The Planning Commission shall evaluate written comments received, if any, from the State Department of Conservation during the comment periods. Staff shall prepare a written response describing the disposition of the major issues raised by the state for the Planning Commission's approval. In particular, when the Planning Commission's position is at variance with the recommendations and objections raised in the state's comments, the written response shall address, in detail, why specific comments and suggestions were not accepted. Copies of any written comments received and responses prepared by the Planning Commission shall be promptly forwarded to the operator/applicant.
- c. Once comments are received by the Department of Conservation, and within 30 days of receipt of such comments, the Planning Commission shall then take action to approve, conditionally approve, or deny the resource extraction permit and/or reclamation plan, and to approve the financial assurances pursuant to Public Resources Code § 2770(d).
- d. The decisions of the Planning Commission shall become final unless appealed to the City Council within the time period indicated in Article II, Division 5 of the Fontana Municipal Code.
- e. The Planning Division shall forward a copy of each approved Resource extraction permit and/or approved reclamation plan, and a copy of the approved financial assurance to the State Department of

Conservation. By July 1st of each year, the Planning Division shall submit to the State Department of Conservation for each active or idle mining operation a copy of any resource extraction permit or reclamation plan amendments, as applicable, or a statement that there have been no changes or amendments during the previous year.

<u>Section 73.</u> Amendments to the Municipal Code, Chapter 30, Article III, Division 10. – Public Open Spaces Standards, Sections 30.399 to 30.404 are hereby restated, renumbered, and amended as follows:

DIVISION 10. COMMON AND PUBLIC OPEN SPACE STANDARDS

Sec. 30-399. Purpose.

The purpose of this section is to provide <u>common open spaces and</u> a catalog of pre-approved public open space types that are appropriate to use within walkable urban environments.

Sec. 30-400. Applicability.

- (a) This section describes the guidelines for <u>the</u> development of <u>common</u> <u>and</u> public open spaces throughout the Form-Based Code areas.
- (b) The standards in this section shall apply to all proposed development within the Form-Based Code districts and shall be considered in combination with the standards for the applicable district.
- (c) Additional public open spaces can be integrated into this section as they are approved by the City of Fontana.

Sec. 30-401. Design objectives.

Common open spaces and public open spaces play an important role in place-making. Their standards must be considered alongside building form, building types, frontage types, and thoroughfares in creating urban environments. The diverse palette of <u>common open spaces</u>, parks and other publicly accessible open spaces are assigned to one or more downtown zones.

Sec. 30-402. Common open space and public open space required.

Each application that involves at least two acres shall be required to provide a minimum of five percent of the project area as <u>either common open space or public</u> open space. The required open space shall be designed in compliance with the applicable requirements from Exhibit 678404.A.—Public Open Space Types.

For development projects that are two acres or more in size that propose only commercial development (no residential uses) or civic development, the Planning Commission shall have the authority to reduce or eliminate the requirements for open space size, type, and location if the following findings are made:

- (1) The proposed commercial use(s) is incompatible with a large open space area.
- (2) The Police Department recommends the elimination or reduction of the open space requirement.
- (3) Eliminating or reducing the open space requirement promotes public health and safety.

Subdividing or phasing the project to separate commercial and residential uses or to reduce lot size to less than two acres shall not eliminate the open space requirement.

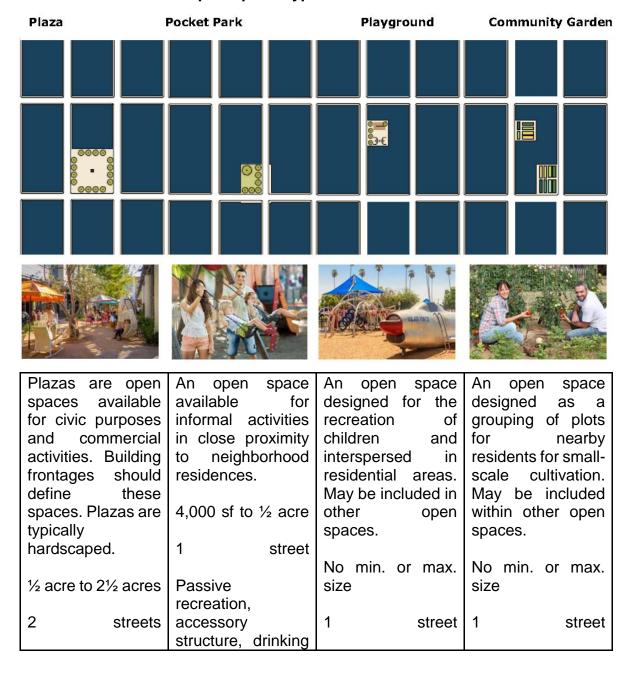
Sec. 30-403. Regulation.

- (a) Common open spaces shall be designed within private development projects for patrons of commercial development and residential communities with amenities as required in 30-404 below.
- (ab) Public open spaces shall be designed as one of the public open space types defined in Exhibit 30-404.A.
- (bc) Public open spaces shall include amenities such as seating, lighting, and landscaping.
- (ed) Public open spaces shall be built within the development area by developers as development occurs.
- (de) At the discretion of the Community Development Planning Director, required open space may be constructed off-site and/or as part of a larger public open space that will be provided by the City or other private developments. Sec. 30-404. General requirements.
- (f) Common open spaces shall include an amenity such as a tot lot, outdoor sports recreation area, bar-b-que with picnic tables, or equivalent. This requirement can include paseos connecting the amenity to the rest of the site.
- (fg) All public open spaces shall abut public right-of-way or be otherwise connected to public sidewalks and shall be open to the public 24 hours per day. At the discretion of the Community Development Planning Director, public access to a public open space may be restricted after dark.
- (gh) All public open spaces shall be visible from surrounding streets and masses of shrubs around edges shall be avoided.

Sec. 30-404. General requirements.

- (a) All public open spaces shall abut public right-of-way or be otherwise connected to public sidewalks and shall be open to the public 24 hours per day. At the discretion of the Community Development Director, public access to a public open space may be restricted after dark.
- (b) All public open spaces shall be visible from surrounding streets and masses of shrubs around edges shall be avoided.

Exhibit 404.A.—Public Open Space Types



Passive	fountains,	and	Accessory	Accessory
recreation,	paths.		structures,	structures,
accessory			drinking fountains,	drinking fountains,
structure, drinking			and paths.	and paths.
fountains, and				
paths.				

<u>Section 74.</u> Amendments to the Municipal Code, Chapter 30, Article V, Division 4, Section 30-453 is hereby amended to replace "Medical marijuana dispensaries in Table No. 30-453 as follows:

Table No. 30-453 Uses Permitted Within Mixed Use Development Projects					
C. Business and Professional Offices	R-4	R-5			
Medical marijuana dispensaries Commercial Retail Cannabis		_			
Businesses					

<u>Section 75.</u> Amendments to the Municipal Code, Chapter 30, Article VI, Division 3, Section 30-489 "Uses Permitted" is hereby amended to restate and amend Sec. 30-489.-Uses Permitted, part (b), and Table No. 30-489 as follows:

(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.

Table No. 30-489			
Allowed Uses within Commercial Zoning Districts			
Use	C-1	C-2	RMU
Retail Sales			
Adult Businesses	P*	P*	_
Antique Shop	Р	Р	Р
Automobile Sales Agency with or without Incidental Repair and	_	С	С
Sales Display Area			
Automobile Supply Store (no machine shop)	Р	Р	Р
Bakery Goods Store	Р	Р	Р
Bar, Cocktail Lounge	С	С	С
Bicycle Shop	Р	Р	Р
Boat Sales with Incidental Repair and Sales Display Area	_	С	С
Book Store	Р	Р	Р

Building Materials, Retail Sale of (if contained within a completely enclosed building) Building Materials with Outdoor Storage Blueprinting Establishment Commercial—Cannabis Retailer, Storefront Business (with City P* Permit) Caterer Clothing Store Computer Store P P P Convenience Store Cyber Cafés C C Department Store
Blueprinting Establishment — P P Commercial Cannabis Retailer, Storefront Business(with City P* Permit) Caterer P P P P Clothing Store P P P Computer Store P P P Convenience Store P P P Cyber Cafés C C C Department Store P P
Commercial CannabisRetailer, StorefrontBusiness (with City P*P*P*—Permit)PPPPCatererPPPPClothing StorePPPPComputer StorePPPPConvenience StorePPPPCyber CafésCCCCDepartment Store—PPP
Permit) P </td
Caterer P P P Clothing Store P P P Computer Store P P P Convenience Store P P P Cyber Cafés C C C Department Store — P P
Clothing Store P P P Computer Store P P P Convenience Store P P P Cyber Cafés C C C Department Store — P P
Computer Store P P P Convenience Store P P P Cyber Cafés C C C Department Store — P P
Convenience Store P P P Cyber Cafés C C C Department Store — P P
Cyber CafésCCCDepartment Store—PP
Department Store — P P
2 9 5 1 1 1
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*
Glass or Mirror Store P P P
Grocery, Fruit, Vegetable, Meat, Fish, Poultry, or Delicatessen P P C
Store,
Hardware Store P* P*
Hobby Supplies Store P P
Home Furnishing Store 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
Interior Decorating Shop 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*
Paint and Wallpaper Shop P P
Pawn Shop — C C
Pet Boarding — M —
Pet Shop P P
Plumbing Supply Store — P P

Radio, Television, and Small Electrical Appliance Shop (including repair when incidental to retail sales) Restaurant and Café, Excluding Those Having Dancing and/or P*				
Restaurant and Café, Excluding Those Having Dancing and/or Floorshows. Alcoholic Beverages are not Permitted. Restaurant and Café with Entertainment and/or Dancing. Alcoholic C* C* C* Beverages Permitted. Restaurant and Café Without Entertainment and/or Dancing. Alcoholic Beverages Permitted. (See Section 30-492 For Alcoholic Beverages Sales) Restaurant, Drive-Thru and Take Out P* P* P* P* Secondhand Store P P P P P P P P P P P P P P P P P P P		Р	Р	Р
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Wholesale Auto Sales (requires one stall) Warehousing Sales, Retail Warehousing Sales, Wholesale Business and Professional Offices Administrative and Professional Offices Involving no Retail Trade P Art Gallery Financial Institution P Financial Institution P Convention Centers Government Offices P P P P Medical Laboratory P P P P P P P P P P P P P P P P P P		'		•
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Similar Uses				
Automobile Fueling Station C C	i Assembly/iviceting riali ful, filvate Ciubs, Religious Selvices, Ol	1 ('		

Automobile and Truck Rental, Two-Ton, Single Unit Maximum		С	С
Automobile/Vehicle Body and Fender Repair Shop	_	С	С
Automobile/Vehicle Repair	С	С	С
Automotive Custom Repair (includes lowering and lifting)	С	С	С
Automotive Stereo, Alarm and Upholstery Installation	С	М	М
Automobile Wash,	_	М	М
Barber Shop or Beauty Parlor	Р	Р	Р
Chemical substance abuse facility	С	С	С
Cleaners	P*	P*	P*
Clothing and Costume Rental Establishment	Р	Р	Р
Community Care Facility	С	С	С
Community Center	С	С	С
Construction Trailer (Temporary Use Permit)	P*	P*	P*
Convalescent Hospital	М	М	С
Copying, Packing and Mailing Services	Р	Р	Р
Day Care—Commercial	М	М	М
Day Care—Commercial (24 hour)	1—	С	С
Depot—Bus	1—	P*	P*
Depot—Railway, Park-and-Ride	 	Р	Р
Dressmaker or Millinery Shop	Р	Р	Р
Equipment Rental	 	P*	P*
Fortune-Telling	Р	Р	Р
Hospitals		М	М
Hotels		С	С
Laundromat, Self Service	Р	Р	Р
Locksmith	Р	Р	Р
Machine Shop		С	С
Masseur or Masseuse, Day Spa, Acupressure	_	С	С
Self-Storage Facility	_	С	С
Mortuaries		С	С
Library	Р	Р	Р
Museums	Р	Р	Р
Motel		С	С
Music and Vocal Instruction	Р	Р	Р
Nightclub		С	С
Nursing Home	М	М	С
Parks	Р	Р	Р
Photographer	Р	Р	Р
Pick-Up Truck Rated Over One Ton (carrying weight), Commercial Truck or Van, or Trailer Rental		С	С
Picture Framing Store	Р	Р	Р

Post office	М	М	M
Printer, Blueprint Shop		Р	Р
Private Schools	С	С	С
Public Utility Structures and Facilities	М	M	М
Publishing Establishments	_	Р	Р
Repair Shop for Household Appliances	Р	Р	Р
Schools Such as Business Colleges, Music Conservatories,	Р	Р	Р
Dancing Schools, and Other Schools That Offer Training In Non-			
Industrial Professions			
Stenographic Services	Р	Р	Р
Swimming Pool, Commercial	Р	Р	Р
Sign Shop in Enclosed Structure	—	Р	Р
Tailor	Р	Р	Р
Telephone Answering Service or Exchange	Р	Р	Р
Ticket Agency, Travel Bureau	Р	Р	Р
Tire Shop	_	С	С
Truck Repair Service			_
Truck Storage Yard			_
Upholstery Shop		Р	Р
Wedding Chapel	Р	Р	Р
Amusement Establishments	C-1	C-2	RMU
Amusement Establishments Amusement Enterprise for Children Including Pony Rides (No		C-2	RMU P
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A			
Amusement Enterprise for Children Including Pony Rides (No		P	Р
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A		P	P
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use		P C C	P C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park	P	P C C	P C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like	P	P C C C	P C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range	P	P C C C	P C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range	P — — — — — — —	P C C C	P C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley	P — — — — — — — — — — — — — — — — — — —	P	P C C C C C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena	P — — — — — — —	P	P C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall	P — — — — — — — — — — — — — — — — — — —	P	P C C C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall Entertainment Centers	P	P	P C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall Entertainment Centers Golf, Driving Range, Miniature, Pitch and Putt Gymnasiums, Health Spas, or Physical Culture Establishments Under 4,000 Square Feet in Floor Area	P — — — — — — — — — — — — — — — — — — —	P C C C C C C	P C C C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall Entertainment Centers Golf, Driving Range, Miniature, Pitch and Putt Gymnasiums, Health Spas, or Physical Culture Establishments Under 4,000 Square Feet in Floor Area Gymnasiums, Health Spas, or Physical Culture Establishments	P — — — — — — — — — — — — — — — — — — —	P	P C C C C C C C C C C C C C C C C C C C
Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall Entertainment Centers Golf, Driving Range, Miniature, Pitch and Putt Gymnasiums, Health Spas, or Physical Culture Establishments Under 4,000 Square Feet in Floor Area Gymnasiums, Health Spas, or Physical Culture Establishments Over 4,000 Square Feet in Floor Area	P	P C C C C C C C	P C C C C C C C C C C
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Amusement Enterprise for Children Including Pony Rides (No Stables), Merry-Go-Round, and The Like When Incidental To A Permitted Use Amusement Park Arcades—Pinball, Video, and the Like Archery Range Baseball; Batting Range Bowling Alley Boxing Arena Dance Hall Entertainment Centers Golf, Driving Range, Miniature, Pitch and Putt Gymnasiums, Health Spas, or Physical Culture Establishments Under 4,000 Square Feet in Floor Area Gymnasiums, Health Spas, or Physical Culture Establishments Over 4,000 Square Feet in Floor Area Pool Hall, Billiard Center	P	P	P C C C C C C C C C C C C C C C C C C C

Thatter Indeer			С
Theater, Indoor	С	С	_
Indoor Playground/Recreation	Р	Р	Р
Residential Uses	C-1	C-2	RMU
Senior Housing	М	М	М
Multiple-Family Dwellings with an Area Plan			С
Other Uses	C-1	C-2	RMU
Animal Kennel	_	С	С
Animals, Small—Keeping and Raising	P*	P*	P*
Antenna, Transmitting	С	С	С
Cemetery and Related Uses		М	С
Construction Trailer	P*	P*	P*
Home Occupation	P*	P*	P*
Homeless Shelters	_	_	
Emergency Shelter Subject to the activation of an Emergency Operation Center	Р	Р	Р
Metal Storage Containers (temporary storage only with a temporary use permit)	P*	P*	P*
Museum and Art Galleries	_	М	М
Parking Lots (not related to use on same property)	_	Р	Р
Parking Structures	_	Р	Р
Research and Development	_	Р	Р

<u>Section 76.</u> Amendments to the Municipal Code, Chapter 30 is hereby amended to add Article XV "No Net Loss Program" as follows:

ARTICLE XV - NO NET LOSS PROGRAM

Sec. 30-965 - Purpose and authority

The City desires to ensure its compliance with Senate Bill 330 (SB330) and establish a no Net Loss Density Bonus Program for certain residential projects. This Chapter provides, concurrent with the approval of any change in zone from a residential use to a less intensive or non-residential use, a density bonus will become available to project applicants subsequently seeking to develop property for residential use within the City. In doing so, the proposed Section will ensure that there is no net loss of residential capacity within the City as required by SB330.

On October 9, 2019, the California Legislature adopted SB330 which, among other things, adopted Government Code Section 66300, declared a

housing crisis in the State of California and imposed certain requirements designed to streamline the construction of new housing, and prevent the loss of existing housing and land available for future residential use, unless the city concurrently changes the development standards, policies, and conditions applicable to other areas of the affected jurisdiction to ensure no net loss in residential capacity. SB330 became effective on January 1, 2020.

Sec. 30-966 - Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this Chapter shall have the following meanings:

<u>Density Bonus.</u> A density increase of up to those percentages above the otherwise maximum residential density as specified in this Chapter.

<u>Density Bonus/Transfer Agreement.</u> A legally binding agreement between a developer of a Housing Development and the City containing such terms and conditions as determined by the City Attorney, which ensures that the requirements of this Chapter are satisfied.

<u>Density Bonus Units</u>. Those residential units granted pursuant to the provisions of this Chapter, that exceed the maximum residential density for the development site and that are available in the Unit Bank.

Housing Development. Construction projects consisting of five or more residential units or Lots, including single-family and multifamily, that are proposed to be constructed pursuant to this Chapter.

Lot. (1) a Lot when shown as a delineated Lot of land with a number or other designation on a parcel map or tract map and not to be used for the common benefit of other Lots recorded in the Office of the County Recorder of San Bernardino County and legally created under the Subdivision Map Act; (2) a Lot of land held under separate ownership from adjacent property that constitutes a legal lot under applicable Law.

Maximum Residential Density. The maximum number of residential units permitted by the City's General Plan Land Use Element and Zoning and Development Code, applicable to the subject property at the time an application for the construction of a Housing Development is deemed complete by the City, excluding the additional units permitted by this Chapter.

<u>Director of Planning.</u> The Director of Planning of the City of Fontana.

<u>Unit Bank</u>. The number of units available to the No Net Loss Program as a result of a change of zone from a residential use to a less intensive residential use or a non-residential use. The Director of Planning, or his or her designee, shall have the sole authority to administer and maintain the Unit Bank balances, credits and availability as he or she determines, which determination shall be final.

Sec. 30-967 - Requirements.

The City shall grant a density bonus through the No Net Loss Program to projects which meet the following criteria:

- A. The project is on a parcel of at least one acre, or the applicant is processing an application concurrently with a parcel merger of two or more Lots or more which will create a Lot of not less than one-acre.
- B. The project takes place in one of the following residential zones in the City:
 - a. Residential Estate (R-E)
 - b. Single-Family Residential (R-1)
 - c. Medium-Density Residential (R-2)
 - d. High-Density Residential (R-3)
 - e. Multi-Family/Medium-High Residential (R-4)
 - f. Multi-Family/High Residential (R-5)
 - g. Residential Planned Community (R-PC)
- C. In determining the number of Density Bonus Units to be granted (transferred) pursuant to this Section, the maximum allowable residential density for the site shall be calculated as follows:
 - a. Multiplying the maximum density allowed under the applicable zoning designation and multiplying the result by 1.2 for a 20 percent density bonus. If the result, including the density bonus, contains a fraction of a unit, the number of allowable units shall be determined by rounding down to the nearest whole number if the fraction is below 0.5. Calculations containing fractions of 0.5 or above shall be rounded up.

- b. Density bonuses in the No Net Loss Program can be combined with other density bonus programs as established in Article II, Division 25 Density Bonus of the Fontana Municipal Code.
 - i. In no case shall the number of No Net Loss/Density
 Bonus Units awarded under the No Net Loss Program
 exceed the number of units in the Unit Bank.
 - ii. In no case shall the number of No Net Loss/Density
 Bonus Units available in the Unit Bank exceed 2,200
 units.
- D. A Density Bonus/Transfer Agreement shall be required for any project seeking a density bonus as part of the No Net Loss Density Bonus Program.
- E. The Planning Department shall publish the available number of units available in the Unit Bank on the Planning Department's page on the City's website. The number of units available is expected to change periodically and, as such, any information contained on the City's website or any other published source shall be considered draft for informational purposes only. Confirmation of the number of units available shall be made upon submittal of a development application, including the payment of appropriate fees

Sec. 30-968 - Types of Bonuses Allowed.

- A. Density Bonus. The density bonus allowed by this Chapter shall consist of those density increases specified in Section 30-967 above the maximum residential density applicable to the site as of the date of the project land use permit application.
- B. Mixed use zoning allows the Housing Development to include nonresidential uses. Approval of mixed-use activities in conjunction with the No Net Loss program is permissible if authorized elsewhere under the Fontana Municipal Code and subject to those requirements. A density bonus will be granted only for the residential portion of a mixed use development.

Sec. 30-969 - Development Standards.

All development standards for the base zone and/or overlay district shall be met. Granting of a density bonus does not constitute approval of or grounds for modification or waiver of any development standard or other requirement of the Fontana Municipal Code.

Sec. 30-970 - Processing of No Net Loss Program Requests.

An Application which proposes to change a land use designation or zoning ordinance to a less intensive use may request concurrent approval by the City Council to transfer the unit reduction to a No Net Loss Density Bonus Bank for the purpose of complying with SB330.

An Application which proposes to utilize units available in the No Net Loss Density Bonus Bank shall submit a density bonus transfer application in conjunction with the permit and entitlement application submittal package required for the project. A density bonus transfer application pursuant to this Chapter shall be processed along with the application for development. The process for obtaining preliminary approval of the Density Bonus Transfer Agreement, shall be as follows:

- a. Filing. An applicant proposing a Housing Development pursuant to this chapter shall submit a concurrent application for a Density Bonus Transfer Agreement as part of the submittal of any formal request for approval of a Housing Development. The application, whether a pre-application or a formal application, shall include:
 - A general description of the proposed project, general plan description, applicable zoning, maximum possible density permitted under the current zoning and general plan description and such other information as is necessary.
 - c. A calculation of the density bonus allowed pursuant to this division.
 - d. A statement detailing the number of density bonus units being proposed over and above the number of units normally permitted by the applicable zoning and general plan description.
 - e. City review of and action on the applicant's proposal for a density bonus shall occur concurrently with the processing of any other required entitlements, if any. The fact that another required entitlement might be subject to discretionary approval does not subject the application for a density bonus/transfer under this section to discretionary approval; they will merely be processed at the same time.

Sec. 30-971 - No Net Loss Program Density Bonus Agreement.

A. The terms of the draft density bonus/transfer agreement (Agreement) shall be reviewed and revised as appropriate by the Director of Planning and the City Attorney for final approval.

- B. At a minimum, the Agreement shall include the following:
 - 1. The total number of units, both permitted and available through the density bonus/transfer, proposed within the Housing Development;
 - 2. A schedule for completion and occupancy of the units; and
- 3. A description of remedies for breach of the Agreement by either party.

Sec. 30-972 - Implementation.

- A. The provisions of this Chapter shall be administered by the Planning Department.
- B. Projects requesting density bonus/transfer through this No Net Loss Program are subject to processing through the requirements in this Chapter.

<u>Section 77.</u> Amendments to the Municipal Code, Chapter 33, Section 30-7 "Maximum Number of Commercial Cannabis Businesses Authorized and Designated Locations; Application Process", is hereby restated and amended as follows:

Sec. 33.-7— Maximum Number of Commercial Cannabis Businesses Authorized and Designated Locations; Application Process.

- 1. The maximum number of Commercial Cannabis Permits that may be issued in the City is three (3). One may be issued for the North Area, one may be issued for the Central Area and one may be issued for the South Area based on the boundaries of the Commercial Cannabis Map approved by the City Council concurrently with the adoption of this Chapter. An Applicant will be approved for no more than one (1) Commercial Cannabis Permit within the City.
- 1. The process for issuing Commercial Cannabis Permits to qualified cannabis businesses is meant to result in qualified businesses that

will operate in accordance with state and local law, be successful, contribute positively to the community and local economy, and avoid secondary adverse impacts. Toward that objective, the application process includes these <u>five four phases</u>:

- (1) PHASE ONE: Application submittal. This includes submitted complete information, completed Livescan and background check information (state and federal database) of all Responsible Persons, processing fees, conceptual renderings and location identification.
- (2) PHASE TWO: Initial scoring of application by a qualified third party.
- (3) PHASE THREE: Interview process.
- (4) PHASE FOUR: Final scoring, and, if permits available, permit issuance.

<u>Section 78.</u> Amendments to the Municipal Code, Chapter 33, Section 30-8 "Initial Commercial Cannabis Permit Application and Scoring", is hereby restated and amended as follows:

Sec. 33.-8- Initial Commercial Cannabis Permit Application and Scoring

- (a) The City Manager may establish additional submittal requirements for an application for a Commercial Cannabis Permit. The intent of this Chapter is to create a merit-based, competitive evaluation system. Applications submitted by legal representatives, consultants, partners or investors will not be accepted. The following information shall be included in any application for a Commercial Cannabis Permit:
 - (1.) Name of Applicant
 - (2). Business Trade Name (if applicable) of the applicant
 - (3.) Identification of Owner(s) (full name, primary phone number, social security number or individual taxpayer identification number, date and place of birth, email address, and mailing address for the primary owner submitting the Application)

- (4.) For each person that is an "owner" of the Applicant,
 - (i.) Percentage of interest held in the Applicant entity by each owner;
 - (ii.) Whether the owner has an ownership or financial interest, as defined in section 5003 of the Regulations, in any other Commercial Cannabis Business licensed under the AUMA or MAUCRSA;
 - (iii.) A copy of each Responsible Person's government-issued identification, acceptable forms are a document issued by a federal, state, county, or municipal government that includes the name, date of birth, physical description, and picture of the owner, such as a driver's license;
 - (iv.) A detailed description of the owner's criminal convictions, if applicable. A conviction for this purpose means a plea or guilty verdict of guilty or a conviction following a plea of nolo contendere. Convictions dismissed under Penal Code section 1203.4 or equivalent non-California law must be disclosed. Convictions dismissed under Health & Safety Code section 11361.8 or equivalent non-California law must be disclosed. Juvenile Adjudications and traffic infractions under \$300 that did not involve dangerous drugs. alcohol. or controlled substances do not need to be included. For each conviction, provide: (1) the date of conviction; (2) dates of incarceration, if applicable; (3) dates of probation, if applicable; (4) dates of parole, if applicable; (5) a detailed description of the offense for which the owner was convicted; and (6) a statement of rehabilitation for each conviction written by the owner that demonstrates the owner's fitness for consideration;
 - (v.) If applicable, a detailed description of a commercial cannabis license, revocation of a

- commercial cannabis license, or sanctions for unlicensed Commercial Cannabis Activity by a licensing authority or local agency against the Applicant or a business entity in which the Applicant was an owner or officer within the three (3) years immediately preceding the date of the application:
- (vi.) If applicable, a detailed description if the City issued the Applicant a notice or citation for unlicensed Commercial Cannabis Activity, or if the Applicant was a defendant in a civil or criminal proceeding filed by the City or the People of the State of California, for allowing, causing, or permitting unlicensed commercial cannabis activities within the City's jurisdiction;
- (vii.) An attestation of each owner as follows: "Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true, and accurate. I understand that a misrepresentation of fact or omission may be cause for rejection or denial of this application, or revocation of any Commercial Cannabis Permit or any permit, license or approval issued in reliance thereon."
- (viii.) Authorization letter. "Authorization Letter" is

 Proof of ownership, lease agreement, or a
 "Letter of Intent" to lease premises proposed by

 Applicant for operation of a Commercial
 Cannabis Business, executed with notarial
 acknowledgement, by owner of premises. If a
 "Letter of Intent" is furnished, no more than one
 (1) Applicant may have a Letter of Intent
 agreement with the landlord per address.
- (5) Primary Contact: The contact information for the Applicant's designated primary contact person, including the name, title, phone number, and email address of said individual.
- (6) Qualifications and Experience of Applicants and Owners: The application shall include information

concerning any special business or professional qualifications or licenses of the applicants and owners, and the years of relevant and related experience, that would add to the number or quality of services that facility would provide, or otherwise demonstrates the Applicants' and owners' capacity to operate a successful commercial cannabis facility in compliance with applicable laws and regulations.

- (7) Disclosure of Lobbying Activity: If Applicant contracted, employed or in any manner paid or will pay any person for influencing or attempting to influence an elected official, appointed official or any employee of the City, shall fully disclose the name of individuals and organization(s) performing lobbying services.
- (8) Description of Operating Procedures: Applications shall include a detailed description of the Applicant's proposed operating procedures for each commercial cannabis activity, including an explanation for how the business will comply with the operating regulations of this Code and state law. The application must include copies of any applicable policies or manuals of the Applicant and address each of the following, if applicable:
 - (i.) Transportation Procedures: A description of the procedure for transporting cannabis and cannabis products, including whether or not the Applicant will be transporting cannabis or cannabis products or contracting for transportation services.
 - (ii.) Inventory Procedures:
 - A description of the Applicant's procedure for receiving shipments of inventory;
 - Where the Applicant's inventory will be stored on the premises and how records of the inventory will be maintained; and

3. Procedure for performing inventory reconciliation and for ensuring that inventory records are accurate.

(iii.) Quality Control Procedures:

- 1. Procedures for preventing the deterioration of cannabis or cannabis products held by the Applicant;
- 2. Procedures for ensuring that cannabis and cannabis products are properly packaged and labeled; and
- 3. Procedure for ensuring that an independent licensed testing laboratory samples and analyzes cannabis and cannabis products held by the Applicant.
- (iv.) Security Procedures: All Applicants shall propose sufficient security measures to deter and prevent the unauthorized access or entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the Commercial Cannabis Business (together a "Security Plan"). The proposed Security Plan will remain confidential and shall include, but shall not be limited to, all of the following:
 - 1. Preventing individuals from remaining on the premises of the Commercial Cannabis Business if they are not engaging in an activity directly related to the permitted operations of the Commercial Cannabis Business.
 - Establishing limited access areas accessible only to authorized Commercial Cannabis Business personnel.
 - 3. How and where all cannabis and cannabis products will be stored in a secured and locked room, safe, or vault.

- How all cannabis and cannabis products, will be kept in a manner as to prevent diversion, theft, and loss.
- Procedures for installing 24-hour security 4. surveillance cameras (CCTV) of at least HD-quality video with audio to monitor all entrances and exits to and from the premises, all interior spaces within the Commercial Cannabis Business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. Procedures for how the Applicant will ensure that the security surveillance camera's footage is remotely accessible to law enforcement, and that it is compatible with the City's In addition. software and hardware. procedures on how remote and real-time, live access to the video footage from the cameras will be provided to law enforcement. Procedures for ensuring video recordings are maintained for a minimum of sixty (60) calendar days, and procedures to make them available to enforcement request. upon Procedures to ensure video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the Commercial Cannabis Business.
- A description of where sensors will be installed to detect entry and exit from all secure areas.
- 6. A description of procedures of installing panic buttons in the premises.
- 7. Description of having a professionally installed, maintained, and monitored

- alarm system, with the required City alarm permit as required by this Fontana City Code Section 14-391, et seq.
- 8. A description of the physical security features and improvements that will be installed on the exterior and within the interior of the building, in full compliance with all applicable Building and Safety and Fire Code requirements and any applicable zoning requirements. Use of wrought iron on any exterior door, window or opening is prohibited.
- 9. Procedures on establishing a plan to have security personnel on-site 24 hours a day, or alternative security authorized by the City. Description or documentation showing that proposed security personnel are licensed by the State of California Bureau of Security and Investigative Services personnel. Procedure to submit to the City and the City's law enforcement the names and agency contact information of security personnel, with copies of state-issued licenses and government-issued permits, identification form, and photographs of uniforms and badges. Acknowledgement from Applicant indicating that it shall be responsible for providing this confirming information to law enforcement, with updating information within seven (7) calendar days of a change in security personnel, agents, or representatives.
- 10. Procedures on how each Applicant shall have the capability to remain secure during a power outage and ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

- 11. Identification of a designated security representative/liaison to the City, who shall be reasonably available to meet with City staff, as well as law enforcement regarding any security related measures or operational issues.
- 12. A storage and transportation plan, describing in detail the procedures for safely and securely receiving, storing and transporting all cannabis, cannabis products, including the use of child-safe cannabis containers, and any currency.
- 13. An affirmative commitment that the Applicant will cooperate with the City whenever the City Manager, or his or her designee, makes a request, upon reasonable notice, to inspect or audit the effectiveness of any Security Plan or of any other requirement of this subsection.
- 14. A description and plan of how the Applicant will notify law enforcement within 24 hours after discovering any of the following:
 - Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by law enforcement.
 - Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Business or any agent or employee of the Commercial Cannabis Business.
 - The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or

employees or agents of the Commercial Cannabis Business.

- d. Any other breach of security.
- (9) All applicants shall submit a workforce plan that may include, but is neither limited to, nor required to include, a (1) commitment for local hires; (2) commitment to offer apprenticeships and/or compensation for continuing education in the field; (3) pay a living wage to its employees, and (4) draft collective bargaining agreement with labor organization that currently represents cannabis workers in the United States.
- (10) Seller's Permit: The Applicant shall provide a valid seller's permit number issued by the California Department of Tax and Fee Administration, if applicable. If the Applicant has not yet received a seller's permit, the applicant shall attest that the Applicant is or will before commencing operations, apply for a seller's permit.
- (11)Indemnification Agreement: To the fullest extent permitted by local, state and federal law, the City shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or otherwise approving the operation of any Commercial Cannabis Business. As a condition to the approval of any Commercial Cannabis Permit, the Applicant is to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Commercial Cannabis Activities, and any action taken by the Cannabis Permittee. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from the Agreement.
- (12) Payment of Application Fee: Each Applicant shall pay the applicable fee(s) pursuant to this Chapter.

- (13) Each Applicant shall provide the City a Security deposit or bond for code compliance costs. The Security deposit or bond shall be in an amount established by the City Council and shall be provided with the application.
- (14) Site identification and conceptual renderings of the interior and exterior of the proposed premises, which shall not be less than 4,000 square feet. Site identification shall include, but not be limited to:
 - (i.) A complete and detailed site plan of the premises, interior and exterior elevations of the premises, and a map showing the premises' location within the City. The site plan and must comply with the following:
 - 1. Shows the boundaries of the proposed property and the premises to be utilized, showing boundaries. dimensions. entrances and exits, interior partitions. walls, rooms, bathrooms, windows, doorways, and common or common shared entryways, and a brief statement of the principal activity to be conducted therein;
 - 2. Map identifying any instruction in kindergarten or any grades 1 through 12, day care, park, Youth and Recreation Center facilities. boundaries City and Commercial Cannabis Business located within 600 feet of the property lines of the proposed location. If the proposed location is not within 600 feet of any such uses, identify on the map the closest such use, and the distance in feet between that use and the property line of the proposed location;

- Identifies all commercial cannabis activities that will take place in each area of the premises, and identification of limited access areas;
- 4. The location of all proposed security cameras with a number assigned to each for identification purposes;
- 5. The diagram shall be clear, legible, and to scale, and shall not include any highlighting; and
- 6. If the proposed premises include only a portion of a property, the diagram must be labeled indicating which part of the property is the proposed premises and what the remainder will be used for.
- (ii) The Commercial Cannabis Permit Application Evaluator may conduct a site inspection as part of the review.
- (b) Background Check. Pursuant to California Penal Code 11105(b)(11) and 13300(b)(11), which authorizes Sections City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every Applicant and Responsible Person of the Commercial Cannabis Business must submit fingerprints and other information deemed necessary by the Fontana Police Department, or the City's law enforcement agency, for a background check. No person shall be issued a permit to operate a Commercial Cannabis Business unless they have first cleared the background check, as determined by the City, Fontana Police Department, or the City's law enforcement agency as required by this section.

- (c) The City Manager may adopt any procedure(s) to supplement the initial application process. The City Manager is authorized to prepare the necessary applications, forms, adopt any necessary rules to the application, regulations and processes, and solicit applications.
- (d) Any Applicant whose 'ownership' includes a person with a past plea or verdict of guilty or a conviction following a plea of nolo contendere for operating a non-licensed cannabis business shall be disqualified from receiving a Commercial Cannabis Permit.

Section 79. Based on the foregoing, the City Council determines that this Ordinance qualifies for a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and 15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be 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.; therefore, a Notice of Exemption has been prepared.

Section 80. Based on the foregoing, the City Council of the City of Fontana hereby approves Municipal Code Amendment No. 22-007.

<u>Section 81.</u> 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 Herald News, a local newspaper of the general circulation, published and circulation in the City of Fontana, and henceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this October 11, 2022

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance

Resolution PC No.	2022
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adopted by the City Council at a regular meeting on the 11th day of October 2022, and was finally passed and adopted not less than five days thereafter on the 25th day of October 2022, by the following vote to wit:

AYES: NOES: ABSENT:	
City Clerk of the City of Fontana	
Mayor of the City of Fontana	
ATTEST:	
City Clerk	



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WINTER KING
Attorney
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October 11, 2022

Via Electronic Mail Only

Mayor Acquanetta Warren

E-Mail: awarren@fontana.org

Mayor Pro Tem Peter Garcia

E-Mail: pgarcia@fontana.org

Councilmember John Roberts Councilmember Jesse Sandoval E-Mail: jroberts@fontana.org E-Mail: jsandoval@fontana.org

Councilmember Phillip Cothran City Manager Matt Ballantyne E-Mail: pwcothran@fontana.org E-Mail: mballantyne@fontana.org

Re: October 11, 2022 City of Fontana Council agenda File #21-1743

Master Case No. 22-110 and Municipal Code Amendment No. 22007 - Fontana Municipal Code amendment to Chapter 2
(Administration), (Chapters 9 (Environmental Protection and
Resource Extraction) Chapter 25 (Streets, Sidewalk, and Other
Public Ways), Chapter 26 (Subdivisions), Chapter 30 (Zoning and
Development Code), and Chapter 33 (Cannabis Businesses and
Activities)

Dear City Manager Ballantyne, Mayor Warren, and Honorable Councilmembers:

This Firm represents the Center for Community Action and Environmental Justice (CCAEJ) in matters related to the City of Fontana's proposed No Net Loss zoning ordinance amendment. On May 17, 2022, and again on September 20, 2022, the Fontana Planning Commission reviewed and recommended City Council approval of amendments to Chapter 26 (Subdivisions) and Chapter 30 (Zoning and Development Code) of the Municipal Code. If approved, this ordinance would codify several changes to the Municipal Code, including a "No Net Loss" program, described below. This proposed ordinance is on the City Council agenda for the second time for consideration on October 11, 2022.

We write to *again* express CCAEJ's concerns with this ordinance and our legal opinion that, far from complying with Senate Bill 330, the ordinance violates it. Specifically, the proposed "No Net Loss" provisions would allow downzoning without concurrent upzoning; instead, an applicant that wishes to downzone her residential property or rezone from residential to commercial could do so without a concurrent upzone to other property. The "lost" units would be put into a "bank," and other developers could "withdraw" them if they wanted to build more units than allowed by their current zoning. But whether and how they could do that is completely uncertain, as doing so requires City approval, and despite the additions to the draft ordinance outlining the items required to file an application for a Density Bonus Transfer Agreement, there are no objective standards for granting or denying the approval. For these reasons, the proposed ordinance is inconsistent with SB 330, which not only prohibits such downzoning but also prohibits the adoption of new development standards that are subjective rather than objective.

For these reasons, as well as those expressed by CCAEJ in a comment letter to the Planning Commission dated May 17, 2002, CCAEJ opposes the adoption of the proposed "No Net Loss" ordinance. And, even if the ordinance did comply with SB 330, the City would have to conduct environmental review prior to adopting it, as the court held in *Terminal Plaza Corp. v. City and County of San Francisco* (1986) 177 Cal.App.3d 892.

I. The proposed Chapter 30, Article XV Amendment is not in compliance with Senate Bill 330 due to lack of concurrent upzoning.

In simple terms, SB 330 prevents a jurisdiction from downzoning a parcel without concurrent upzoning of another parcel, to ensure no net loss of residential capacity within the jurisdiction. "Upzone" and "downzone" refer to development regulations that allow greater or lesser density/intensity of residential development, respectively. Specifically, SB 330 added the following provision to the Government Code (italics added for emphasis):

66300. (b) (1) Notwithstanding any other law except as provided in subdivision (i), with respect to land where housing is an allowable use, an affected county or an affected city shall not enact a development policy, standard, or condition that would have any of the following effects:

(A) Changing the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or reducing the intensity of land use within an existing general plan land use designation,



specific plan land use designation, or zoning district below what was allowed under the land use designation and zoning ordinances of the affected county or affected city, as applicable, as in effect on January 1, 2018, except as otherwise provided in clause (ii) of subparagraph (B). For purposes of this subparagraph, "less intensive use" includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, or new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, or anything that would lessen the intensity of housing.

. . .

(C) Imposing or enforcing design standards established on or after January 1, 2020, that are not objective design standards.

. . .

(2) Any development policy, standard, or condition enacted on or after the effective date of this section that does not comply with this section shall be deemed void.

. . .

(i) (1) This section does not prohibit an affected county or an affected city from changing a land use designation or zoning ordinance to a less intensive use *if the city or county concurrently changes the development standards, policies, and conditions applicable to other parcels within the jurisdiction to ensure that there is no net loss in residential capacity.*

The proposed Chapter 30, Article XV amendment attempts to avoid this clear mandate by allowing a developer to downzone without a concurrent upzone as long as they "bank" the lost units for potential future development at another site. However, this is not a concurrent upzone. Presumably, any future developers who wish to use these units would still have to go through the rezone/general plan amendment process at that time to avoid inconsistencies. Thus, the ordinance does not ensure "no net loss" and violates SB 330.

II. The proposed ordinance includes new subjective standards for development, in violation of Senate Bill 330.

If adopted, the proposed Chapter 30, Article XV amendment would violate the SB 330 prohibition on adopting, imposing, or enforcing new design standards for



residential development that are not "objective." "Objective standards" involve "no personal or subjective judgment by a public official," and are "uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public official." Government Code § 66300(a)(7). With the proposed Chapter 30, Article XV amendment, a developer is only allowed to claim and develop the banked units if the City approves a Density Bonus Housing Agreement for their project. The proposed Article XV defines a Density Bonus Housing Agreement as "A legally binding agreement between a developer of a Housing Development and the City containing such terms and conditions as determined by the City Attorney, which ensures that the requirements of this Chapter are satisfied." There are no objective standards governing this approval process. As a result, it violates SB 330.

III. In addition to the legal shortcomings of the proposed Chapter 30, Article XV amendment, the program has several practical shortcomings.

- A. Potential to increase development pressure in older residential neighborhoods. CCAEJ is concerned about increasing commercial investment and development pressure on existing neighborhoods to transition to non-residential uses. This can impact the remaining neighborhood, which is not only losing the opportunity to develop more residential units to provide much-needed housing, but it is losing existing unit(s) with the rezoning to non-residential uses and redevelopment of the site. This likely exacerbates additional non-residential development pressure and decreases the ability to create affordable housing. For example, the City of Eastvale adopted a No Let Loss ordinance in October 2021. By July of this year, Eastvale already had 14 units in their Unit Bank a result of two properties being rezoned from residential to commercial uses (for a retail center and a self-storage facility).
- B. <u>Unclear cap on unit bank</u>. The proposed amendment includes a cap on the Unit Bank of 2,200 units. It is unclear how the number was developed or what would happen if a project proposed to exceed the unit bank maximum.

The above points serve to further illustrate why approval of the Article XV of Chapter 30 amendment is ill-advised.



IV. The City Must Analyze the Environmental Impacts of the Ordinance before Adopting It.

The staff report and proposed findings claims that the ordinance is either not a project subject to CEQA or is exempt from CEQA under the common sense exemption. However, the City has failed to provide evidence to support these claims. In fact, courts have found that similar ordinances are not exempt. See, e.g., *Terminal Plaza Corp. v. City and County of San Francisco* (1986) 177 Cal.App.3d 892. As a result, the City must prepare an environmental analysis of the ordinance's impacts before considering its adoption.

First, the ordinance clearly is a project subject to CEQA. If the ordinance were to go into effect, it is reasonably foreseeable that up to 2,200 residential units could be developed in locations other than where the zoning and general plan have planned for them. In addition, it is reasonably foreseeable that the City would see more non-residential development than called for in the zoning code and general plan. When presented with similar facts, the court in *Terminal Plaza Corp*. found that the City was required to analyze the impacts resulting from that change in development, even if it is not known exactly where the new development would go.

For similar reasons, the City cannot rely on the common sense exemption, which only applies "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Here, the ordinance would facilitate changes in development patters—allowing denser developments in some places and non-residential development where only residential is currently allowed. These changes could have a significant effect on the environment, such as where industrial uses are allowed near sensitive receptors.

Because the ordinance is subject to CEQA and is not exempt, the City must prepare an initial study or EIR to analyze the ordinance's potential environmental impacts.

V. The City Must Refrain from Approving the Proposed Municipal Code Amendment Ordinance.

On behalf of CCAEJ, we respectfully request that the City Council refrain from adopting an Ordinance for Municipal Code Amendment (MCA) No. 22-004 to amend Chapter 26 and Chapter 30 of the Municipal Code. Any action by the City to approve the No Net Loss Program could expose the City to litigation on the grounds that



the ordinance violates Senate Bill 330 and the goal of maintaining existing residential development capacity in the City of Fontana.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Winter King

cc: Ana Gonzalez, Executive Director, CCAEJ

1575134.1

October 11, 2022

Regarding: Notice of Opposition to Agenda A File 21-1743.

Master Case No. 22-110 and Municipal Code Amendment No. 22-007 - Fontana Municipal Code

amendment to Chapter 2 (Administration), (Chapters 9 (Environmental Protection and Resource

Extraction) Chapter 25 (Streets, Sidewalk, and Other Public Ways), Chapter 26 (Subdivisions),

Chapter 30 (Zoning and Development Code), and Chapter 33 (Cannabis Businesses and Activities).

Dear Fontana City Council,

On April 18, 2022, California Attorney General Rob Bonta announced a settlement with the City of Fontana to protect vulnerable communities, sensitive receptors, from the culminative pollution impacts. This act was to force the City of Fontana to comply with the intent of CEQA to mitigate projects that have significant effects on the community and to adhere to SB1000.

Master Case No. 22-110 and Municipal Code Amendment No. 22-007 would once again seek circumvent California Code § 65302(h)(1) which states

- (h)(1) An environmental justice element, or related goals, policies, and objectives integrated in other elements, that identifies **disadvantaged** communities within the area covered by the general plan of the city, county, or city and county, if the city, county, or city and county has a **disadvantaged** community. The environmental justice element, or related environmental justice goals, policies, and objectives integrated in other elements, shall do all of the following:
 - (A) Identify objectives and policies to reduce the unique or *compounded health risks* in **disadvantaged** communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
 - (B) Identify objectives and policies to promote civic engagement in the public decision-making process.
 - (C) Identify objectives and policies that prioritize improvements and programs that address the needs of **disadvantaged** communities.

In accordance to CA Health and Safety Code § 42705.5 Sensitive receptors are defined as:

(5) "Sensitive receptors" includes hospitals, schools and day care centers, and such other locations as the district or state board may determine.

Therefore, CA Health and Safety Code § 42705.5 grants the right to define sensitive receptors to the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), EPA, and CEQA guidance. ^{1,2} The City of Fontana does not have the authority to define sensitive receptors to exclude residential homes in any fashion if it is in contradiction to California Code § 65302(h)(1), §65040.12(e), §42705.5(a)(5). California Air Resource Board has defined sensitive receptors as: ³

Sensitive receptors are children, elderly, asthmatics, and others whose are at a heightened risk of negative health outcomes due to exposure to air pollution. The locations where these sensitive receptors congregate are considered sensitive receptor locations. Sensitive Receptor locations may include hospitals, schools, and day care centers, and such other locations as the air district board or California Air Resources Board may determine

In order to preserve human life and to better support planners and local leaders whose actions have the potential to directly impact life, CARB created a guide. The guide "CARB's Air Quality and Land Use Handbook", 4 to highlight the potential health impacts associated with proximity to air pollution sources allowing planners to explicitly consider this issue throughout the land use and planning processes. CARB outlines that careful land use and planning such as infill development, green spaces, mixed use, higher density, transit-oriented development, and other concepts that benefit regional air quality can be compatible with protecting the health of individuals at the neighborhood level. In addition, CARB has focused on their goal that being accessible to planners and improving communication between air agencies and land use planners could go a long way to protect human health. However, the City of Fontana is refusing to adhere to this guidance. It is currently seeking to redefine sensitive receptors outside of CA Health and Safety Code § 42705.5 to exclude any residents that live on land that could be

¹ Briscoe, Tony Fontana settles with California AG over alleged environmental violations. Apr 19, 2022 Los Angeles Times https://www.latimes.com/california/story/2022-04-19/fontana-settles-with-state-over-environmental-violations

² Solis, Monserrat Attorney General joins environmental lawsuit against Moreno Valley. Jly 1, 2022 The Press Enterprise

https://www.pe.com/2022/07/01/attorney-general-joins-environmental-lawsuit-against-moreno-valley/

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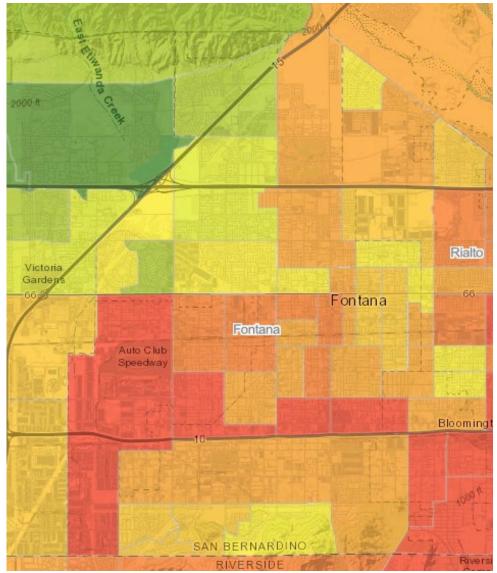


Image 1. CalEnviroscreen 4.0 Fontana

Sincerely, Dana Cunningham 6133 Knox Ave

October 11, 2022

Regarding: Notice of Opposition to Agenda A File 21-1743.

Master Case No. 22-110 and Municipal Code Amendment No. 22-007 - Fontana Municipal Code

amendment to Chapter 2 (Administration), (Chapters 9 (Environmental Protection and Resource

Extraction) Chapter 25 (Streets, Sidewalk, and Other Public Ways), Chapter 26 (Subdivisions),

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Dear Fontana City Council,

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Master Case No. 22-110 and Municipal Code Amendment No. 22-007 would once again seek circumvent California Code § 65302(h)(1) which states

- (h)(1) An environmental justice element, or related goals, policies, and objectives integrated in other elements, that identifies **disadvantaged** communities within the area covered by the general plan of the city, county, or city and county, if the city, county, or city and county has a **disadvantaged** community. The environmental justice element, or related environmental justice goals, policies, and objectives integrated in other elements, shall do all of the following:
 - (A) Identify objectives and policies to reduce the unique or **compounded health risks** in **disadvantaged** communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
 - (B) Identify objectives and policies to promote civic engagement in the public decision-making process.
 - (C) Identify objectives and policies that prioritize improvements and programs that address the needs of **disadvantaged** communities.

In accordance to CA Health and Safety Code § 42705.5 Sensitive receptors are defined as:

(5) "Sensitive receptors" includes hospitals, schools and day care centers, and such other locations as the district or state board may determine.

Therefore, CA Health and Safety Code § 42705.5 grants the right to define sensitive receptors to the California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), EPA, and CEQA guidance. ^{1,2} The City of Fontana does not have the authority to define sensitive receptors to exclude residential homes in any fashion if it is in contradiction to California Code § 65302(h)(1), §65040.12(e), §42705.5(a)(5). California Air Resource Board has defined sensitive receptors as: ³

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In order to preserve human life and to better support planners and local leaders whose actions have the potential to directly impact life, CARB created a guide. The guide "CARB's Air Quality and Land Use Handbook", 4 to highlight the potential health impacts associated with proximity to air pollution sources allowing planners to explicitly consider this issue throughout the land use and planning processes. CARB outlines that careful land use and planning such as infill development, green spaces, mixed use, higher density, transit-oriented development, and other concepts that benefit regional air quality can be compatible with protecting the health of individuals at the neighborhood level. In addition, CARB has focused on their goal that being accessible to planners and improving communication between air agencies and land use planners could go a long way to protect human health. However, the City of Fontana is refusing to adhere to this guidance. It is currently seeking to redefine sensitive receptors outside of CA Health and Safety Code § 42705.5 to exclude any residents that live on land that could be

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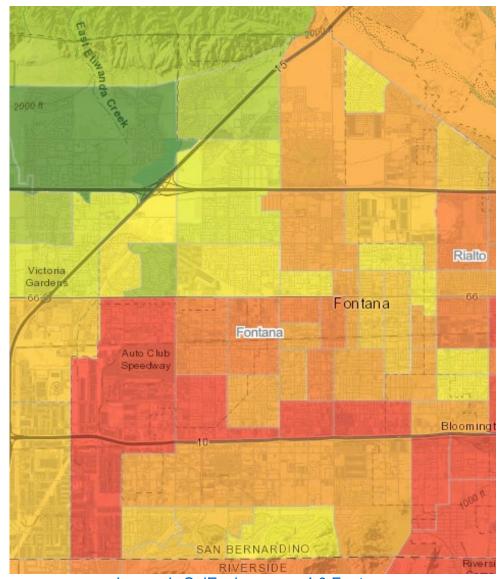


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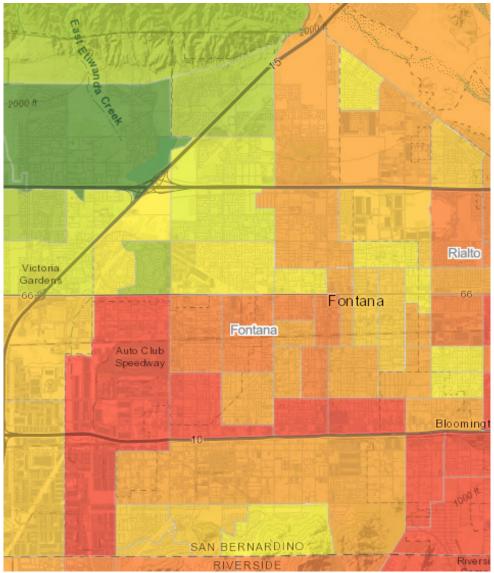


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Sincerely,

Amparo Munoz Miramontes 6643 Blanchard Ave Fontana, CA 92336



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1672 Agenda #: C.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Economic Development

SUBJECT:

Fontana Forward Grant Program - Fontana Eats

RECOMMENDATION:

- 1. Approve and authorize the City Manager to establish and implement the Fontana Grant program not to exceed \$3,000,000.
- 2. Approve and authorize the use of funds in the amount of \$3,000,000 in Fund 302 as part of the City's American Rescue Plan Act (ARPA) Expenditure Plan.
- 3. Approve and authorize the recategorization of the allocated \$3,000,000 Small Business Loan/Grant Program to Assistance to Households Grant Program as part of the City's American Rescue Plan Act (ARPA) Expenditure Plan.
- 4. Approve Program Creation and Name of Fontana Eats

COUNCIL GOALS:

To support eligible Fontana Households who need food assistance as a result of a negative economic impact due to the COVID-19 pandemic.

DISCUSSION:

On March 8, 2022, the City Council approved the American Rescue Plan Act (ARPA) Expenditure Plan which included \$3,000,000 for a Small Business Loan/Grant Program under the Federal use category of Public Health and Economic Response. On September 13, 2022, the Council approved the renaming of the project to Fontana Forward grant program (Program) with the program details to be presented at a later date. The proposed Program details are discussed below.

Due to economic uncertainty and food instability exacerbated by COVID-19, the City of Fontana is focused on providing grants to impacted households. Upon approval, the \$3 million fund originally approved for small businesses will be reallocated towards this grant program, available to residents negatively impacted by COVID-19 for the creation of a food assistance program to provide direct benefit to eligible households. Therefore, renaming the grant program to Fontana Eats. The ARPA Final Rule describes the eligible households. Additionally, the ARPA Final Rule "Treasury encourages" uses of funds that advance strong, equitable growth, including economic and racial equity. For the purposes of the State and Local Fiscal Recovery Funds (SLFRF), equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021."

File #: 21-1672 Agenda Date: 10/25/2022 Agenda #: C. Category: Consent Calendar

PROGRAM:

The Fontana Eats grant program will award eligible households a minimum \$100 pre-paid card that can be used only at local grocery stores and local restaurants. This limitation is monitored by the issued program cards; utilizing merchant category codes (MCC) specified by the card issuer.

To further engage the community, a monthly drawing of \$500 will be distributed to those that collect restaurant and grocer stamps around the city and submit their completed game card at a designated City location. Proof of purchase is necessary to win.

Program monitoring will continue until the close of the program. Please note staff will re-evaluate program effectiveness after 180 days and a full staff report will be provided to City Council to determine reallocation of funds or extension of the program under ARPA guidelines.

Program Eligibility

- All participants must provide CA issued photo ID for persons over 18 and school enrollment documentation for children under 18.
- Qualify as either:
 - An **Impacted Household**, per the Rules set forth by the U.S. Department of Treasury. A Household is consider Impacted by the pandemic if it meets one of the below criteria:
 - Low- or moderate-income household as defined by: (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data;
 - Households that experienced unemployment;
 - Households that experienced increased food or housing insecurity;
 - Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program or Medicaid.
 - Pre-paid card disbursement is based on **Impacted** household size:

1 - 2pp		5 - 6pp	7+pp
\$100	\$200	\$300	\$400

^{*}Proof of household size will be required for verification.

- A Disproportionately Impacted Household, per the Rules set forth by the U.S. Department of Treasury. A Household is considered Disproportionately Impacted by the pandemic if it meets one of the following criteria:
 - Low-income households as defined by: (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of the area median income for its county and size of household based on the most recently published data;

File #: 21-1672 **Agenda Date:** 10/25/2022 Agenda #: C. Category: Consent Calendar

- Households that live in a Qualified Community Track;
- Households that qualify for certain federal benefits:
 - Temporary Assistance for Needy Families (TANF),
 - Supplemental Nutrition Assistance Program (SNAP),
 - Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs,
 - Medicare Part D Low-Income Subsidies,
 - Supplemental Security Income (SSI),
 - Head State and/or Early Head Start,
 - Special Supplemental Nutrition Program for Women, Infants, and Children (WIC),
 - Section 8 Vouchers,
 - Low-Income Home Energy Assistance Program (LIHEAP),
 - Pell Grants.
- Households that receive services provided by Tribal governments.
- Pre-paid card disbursement is based on **Disproportionately Impacted** household size:

1 - 2pp3 - 4pp5 - 6pp7+pp			
\$200	\$400	\$500	\$600

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ARPA Eligibility:

Based upon the Program details as discussed above, is eligible under Assistance to Households.

FISCAL IMPACT:

A total of \$3 Million Dollars of the American Rescue Plan Act (ARPA) funding was budgeted in FY 2021/22, in Fund 302, Project 10500001-302-A-8028, Small Business Loan / Grant Program and upon approval reallocated to Assistance to Households. Funds were rolled over in FY 2022/23 for program implementation.

MOTION:

Approve staff recommendation.



BUDGET BREAKDOWN

Potential to serve over 6,000 households



IMPACTED HOUSEHOLDS

1-2 ppl	3-4 ppl	5-6 ppl	7+ ppl
\$100	\$200	\$300	\$400

DISPROPORTIONATE HOUSEHOLDS

1-2 ppl	3-4 ppl	5-6 ppl	7+ ppl
\$200	\$400	\$600	\$800



ELIGIBILITY

IMPACTED HOUSEHOLD

An **Impacted Household**, per the Rules set forth by the U.S. Department of Treasury. A Household is consider Impacted by the pandemic if it meets one of the below criteria:

Low- or moderate-income household as defined by:
(i) income at or below 300 percent of the Federal
Poverty Guidelines for the size of household based
on the most recently published poverty guidelines or
(ii) income at or below 65 percent of the area median
income for the county and size of household based
on the most recently published data;

Households that experienced unemployment;

Households that experienced increased food or housing insecurity;

Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program or Medicaid.

DISPROPORTIONATE HOUSEHOLD

A **Disproportionately Impacted Household**, per the Rules set forth by the U.S. Department of Treasury. A Household is considered Disproportionately Impacted by the pandemic if it meets one of the following criteria:

Low-income households as defined by: (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of the area median income for its county and size of household based on the most recently published data;

Households that live in a Qualified Community Track;

Households that qualify for certain federal benefits: Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head State and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), Pell Grants.

Households that receive services provided by Tribal governments







City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1714 Agenda #: D.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Adopt Local Roadway Safety Plan (LRSP)

RECOMMENDATION:

Adopt the City of Fontana Local Roadway Safety Plan (LRSP) and direct staff to use the Plan to guide future project planning and grant funding opportunities

COUNCIL GOALS:

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

DISCUSSION:

On August 11, 2020, the Council accepted the Local Roadway Safety Plan (LRSP) grant in the amount of \$72,000 and adopted a Resolution for an agreement with Caltrans for reimbursement of the grant.

On November 10, 2020, the Council approved a traffic engineering services agreement with KOA Corporation for the preparation of LRSP. In July 2022, the Final LRSP was approved by staff.

The LRSP analyzes collision data, assesses infrastructure deficiencies through an inventory of roadway system elements, and identifies roadway safety solutions on a citywide basis. The LRSP was created by the State to help local agencies develop safety projects that can be submitted for funding by the Highway Safety Improvement Program (HSIP). HSIP Cycle 11 and subsequent cycles will require an LRSP or equivalent plans such as a Vision Zero Plan or System Safety Analysis Report.

This report has been prepared per Caltrans LRSP guidelines and the Caltrans Local Roadway Safety Manual (LRSM) version 1.6 dated June 2022. The general content of this LRSP report follows this outline:

- Crash data source and analysis techniques
- Crash data analysis results and highest occurring crash types

File #: 21-1714 Agenda Date: 10/25/2022 Agenda #: D. Category: Consent Calendar

- High-risk corridor and intersection analysis and safety countermeasures
- Cost estimates of recommended improvements
- Prioritization of projects based on cost-benefit ratio and effectiveness of safety improvement
- Strategies for safety project implementation
- Traffic safety analysis based on Office of Traffic Safety (OTS) data

The LRSP Identifies the highest occurring collision types and the roadway characteristics contributing to the collisions. It also identifies high-risk corridors and intersections, proposes safety countermeasures to address the safety issues, prioritizes safety improvement projects based on a benefit/cost ratio and other considerations. Once adopted, the Plan will act as a roadmap for future project planning and grant funding opportunities.

FISCAL IMPACT:

There are no funds allocated for the recommendations in the Plan.

MOTION:

Approve staff recommendation.

City of Fontana LOCAL ROADWAY SAFETY PLAN

JULY 2022

Prepared for: **City of Fontana** Department of Public Works 8353 Sierra Avenue Fontana, CA 92335

Prepared By:

2141 W Orangewood Ave Orange, CA 92868 T: 714.573.0317 | F: 714.573.9584 www.koacorp.com

JC03103

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APPENDIX

Appendix A – Intersection and Roadway Segment Ranking

Appendix B – Segment Project Concept Plans

Appendix C – Safety Project Cost Estimation

Appendix D – Collision Reduction Benefits Table

Appendix E – Traffic Signal Warrants

1.0 EXECUTIVE SUMMARY

The California Department of Transportation (Caltrans) established a program for cities to prepare a Local Roadway Safety Plan (LRSP) to identify safety needs and recommend projects to address these needs. This document serves as the LRSP for the City of Fontana.

1.1 OVERVIEW

An LRSP analyzes collision data, assesses infrastructure deficiencies through an inventory of roadway system elements, and identifies roadway safety solutions on a citywide basis. The LRSP was created by the State to help local agencies develop safety projects that can be submitted for funding by the Highway Safety Improvement Program (HSIP). HSIP Cycle 11, expected around April 2022, and subsequent cycles will require an LRSP or equivalent plans such as a Vision Zero Plan or System Safety Analysis Report.

This report has been prepared per Caltrans LRSP guidelines and the *Caltrans Local Roadway Safety Manual* (LRSM) version 1.6 dated June 2022. The general content of this LRSP report follows this outline:

- Crash data source and analysis techniques
- Crash data analysis results and highest occurring crash types
- High-risk corridor and intersection analysis and safety countermeasures
- Cost estimates of recommended improvements
- Prioritization of projects based on cost-benefit ratio and effectiveness of safety improvement
- Strategies for safety project implementation
- Traffic safety analysis based on Office of Traffic Safety (OTS) data

The LRSP fulfills the following purposes:

- Identify the highest occurring collision types and the roadway characteristics contributing to the collisions.
- Identify high-risk corridors and intersections.
- Propose safety countermeasures to address the safety issues.
- Prioritize safety improvement projects based on benefit/cost ratio and other considerations.

1.2 PROMINENT COLLISION PATTERN

Five years of collision records were utilized from January 2016 to December 2020, adhering to the maximum period permitted by the HSIP for a safety infrastructure project application for federal funding. The collisions were categorized by severity, collision type, Primary Collision Factor (PCF), involved parties, lighting conditions, and facility type (signalized intersections, non-signalized intersections, and mid-block locations). A total of 14,586 crashes were recorded from 2016 to 2020. The following summarizes the collision patterns within the City:

• Most common collision types were rear-end, broadside, and sideswipe.

- Bicycle- and pedestrian-related crashes accounted for approximately 3% of total collisions, but about 36% of fatal and severe injury collisions.
- Sideswipes due to improper turning is one of the prominent collision patterns.

1.3 SAFETY MEASURES

The following transportation safety emphasis areas were identified based on the collision data analysis:

- Young and Old Road Users
- Rear-end and Broadside Collisions
- Pedestrians and Bicyclists
- Unsafe Speeding
- Driving or Bicycling Under the Influence

The LRSP recommends engineering and non-engineering countermeasures which help to address the identified emphasis areas derived from the collision analysis. Concerns and recommended improvements were discussed with City staff including law enforcement, Omnitrans, and the Fontana Unified School District.

Some of the engineering countermeasures recommended for multiple locations in the City include:

- Installation of nearside signals at signalized intersections
- Installing a new traffic signal at non-signalized intersections with a collision history.
- Adding bike lanes to major roadway segments

Additionally, engineering analysis recommended other safety countermeasures to address high collision locations on a location by location basis. Funding for engineering countermeasures listed in the LRSP are available from the Highway Safety Improvement Program (HSIP).

In addition to the infrastructure improvements mentioned above, non-engineering safety measures address traffic safety concerns through education, encouragement, and enforcement. Several state and federal grant programs offer funds for non-engineering roadway safety projects, as shown below:

- Advanced Transportation and Congestion Management Technologies Deployment Program
- Active Transportation Program
- Sustainable Communities Grant Program
- Office of Traffic Safety Grants

2.0 INTRODUCTION

KOA Corporation (KOA) has been retained by the City of Fontana to develop a Local Roadway Safety Plan (LRSP). Traditionally, agencies have selected safety projects based on historical crash records, focusing on sites with a concentration of recent severe collisions. By contrast, the LRSP shares a similar framework with the California Statewide Strategic Highway Safety Plan (SHSP), which focuses on engineering and non-engineering solutions to roadway safety issues. The LRSP identifies the most common collision categories across a roadway network to target projects that address the factors associated with those categories. By focusing on causal factors rather than collisions, the LRSP allows agencies to assess risks before a collision occurs. Systemic improvements target a broader geography than the traditional spot location improvements. The systemic project selection favors the broad implementation of cost-effective countermeasures.

2.1 FOUR E'S OF SAFETY

The LRSP not only focuses on engineering improvements to mitigate crashes. The LRSP also addresses the other safety improvements in other areas such as enforcement, education, and emergency services. According to the SHSP 2020-2024, two-thirds of all crashes are the result of aggressive driving. Male drivers are more likely to be at fault in aggressive driving-related crashes regardless of age. Making roadways safer requires the Four E's to be involved (Engineering, Enforcement, Education, and Emergency Services). Working together with the Four E's at the city level will help make city roads safer. Recently, Federal and State agencies have also considered Emerging Technologies and Equity as additional E's to improve traffic safety. For instance, considering the use of emerging technologies such as "smart" traffic signal equipment can serve to connect vehicles and traffic control systems to enhance traffic safety.

2.2 PURPOSE OF THE LRSP

The LRSP systematically identifies and analyzes safety problems and recommends safety improvements. Preparing the LRSP facilitates collaboration through the development of partnerships between Fontana and stakeholders, which inludes the city's Police Department and the Fontana Unified School District. The results of the LRSP are summarized with a prioritized list of improvements and actions. The LRSP offers a proactive approach to addressing roadway safety needs in Fontana.

2.3 CITY OF FONTANA

Fontana is a city in San Bernardino County. According to the 2010 census, Fontana had a population of 196,069; the US Census estimated the 2019 population at 214,547.

Based on the Statewide Integrated Traffic Records System (SWITRS) database, between January 2016 and December 2020 there were 14,586 collisions in Fontana, of which 229 collisions resulted in fatal and severe injuries. **Figure 2.1** illustrates a map of the collisions citywide, and **Figure 2.2** shows a heat map of these collisions.

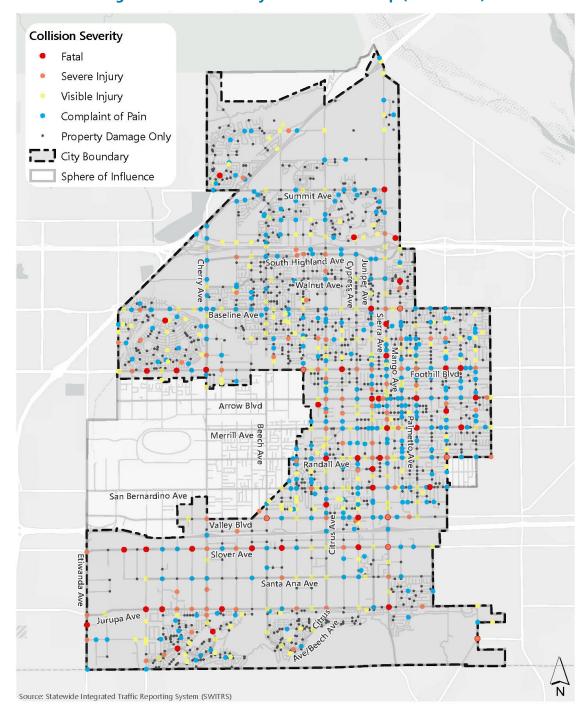


Figure 2.1: Fontana Citywide Collision Map (2016-2020)

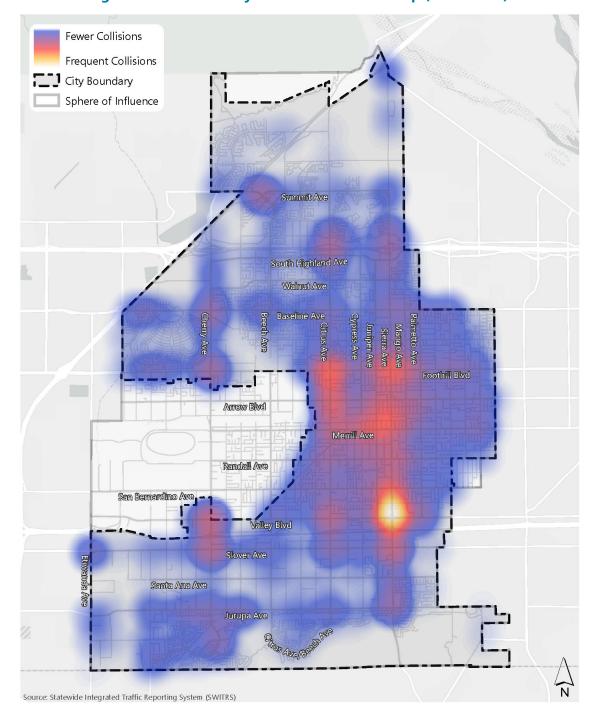


Figure 2.2: Fontana Citywide Collision Heat Map (2016-2020)

2.4 LRSP OVERVIEW

The following sections include a brief description of the tasks associated with the development of this LRSP, with a more detailed description of each task in subsequent sections of this document.

2.4.1 Data Collection

A comprehensive Geographic Information Systems (GIS) project database was developed by utilizing the following data, which was provided by Fontana:

- Five-years (1/1/2016 to 12/31/2020) of collision data collected via the SWITRS collision database
- Traffic count information
- Base map with street centerlines

2.4.2 Safety Data Analysis

Following collection of data, the collision data was analyzed for Fontana. Collisions were compared to the safety emphasis areas as defined in the California SHSP. The safety data analysis is summarized in Section 4 of this document. The transportation emphasis areas are identified based on the collision data analysis and are discussed in Section 5 of this document.

2.4.3 Identify Safety Measures

In coordination with city staff, a list of engineering-related safety countermeasures and non-engineering safety measures were developed for use as recommendations in this LRSP. These countermeasures are discussed in Section 6 and Section 7 of this document.

2.4.4 Develop Safety Projects and Cost Estimates

Roadways and intersections were ranked based on the collision frequency. The top locations of interest were investigated to determine appropriate safety improvements. The improvements include new traffic signals, additional signal heads at existing signalized intersections, and new bicycle facilities. Planning-level cost estimation are provided for each safety project. The list of safety projects are prioritized based on the following considerations:

- Benefit/Cost Ratio (for engineering solutions only)
- Funding availability for engineering and non-engineering programs
- Other factors recommended by city staff

The safety projects and cost estimates are discussed in Section 8 of this document.

3.0 METHODOLOGY

3.1 COLLISION DATA SOURCES

KOA derived data on citywide collision trends between January 1st, 2016 and December 31st, 2020 from the California Highway Patrol's SWITRS database. The California Office of Traffic Safety Rankings (OTS) contributed collision data for the year 2018 for Fontana and 58 cities in California with a similar population.

3.1.1 SWITRS

The California Highway Patrol's SWITRS collects and processes data on collisions throughout the state of California. The online SWITRS application provides geographically- and temporally-targeted collision reports in an electronic format. KOA used SWITRS to evaluate data on collisions in the City of Fontana between 2016 and 2020, both in aggregate and classified by control type (signalized, non-signalized, and mid-block locations).

3.1.2 OTS

The OTS Rankings compare traffic safety statistics among cities in the state of California with similar populations. The statistics focus on the victims killed and injured in collisions. Cities can use these comparisons to see the areas in which they underperform. In the OTS Collision Ranking system, Fontana belongs to Group B, which contains 58 cities with a population between 100,001 and 250,000. At the time of completing the collision analysis, the OTS website only had data available up to the year 2018.

3.2 STAKEHOLDER OUTREACH

In addition to using analytical methods to identify locations for treatments and make recommendations, the LRSP also focuses on partnerships with the community to give input into this process and provide feedback on areas that the LRSP should focus on. Stakeholders were contacted after completing the collision analysis but before selecting emphasis areas or specific infrastructure improvements or programs. Stakeholders were asked to provide feedback about traffic safety issues they have observed through their work and possible approaches to resolving these issues. For the Fontana LRSP, feedback was provided by the Fontana Police Department, Omnitrans, and the Fontana Unified School District.

3.2.1 Fontana Police Department

A meeting with the Fontana Police Department was held on February 15, 2021. Items discussed include the following:

- Roadway segments with a history of speeding
- Intersections of concern and reasons for concern
- Street racing activity on local roadways
- Experience with newer traffic control devices such as Flashing Yellow Arrow (FYA) and Rectangular Rapid Flashing Beacons (RRFB)

- Enforcement strategies such as pedestrian crosswalk sting operations, speed trailers, and Driving Under the Influence (DUI) checkpoints
- Collision report policy
- Ideas for improving traffic safety
- Traffic safety awareness and educational campaigns

The police department noted that pedestrian issues were most prominent on Foothill Boulevard. The police department also noted the following specific enforcement activities and campaigns currently being conducted by the City:

- Primary Collision Factor (PCF) related enforcement
- Click It or Ticket
- Bicycle Safety Awareness
- Motorcycle Safety Awareness
- DUI Saturation
- Distracted Driving
- Social media educational campaign

3.2.2 Omnitrans

A meeting with Omnitrans was held on February 16, 2021. During the meeting, issues discussed included safety concerns with bus accessibility at particular stations, recent transit route upgrades, and areas needing safety enhancements.

3.2.3 Fontana Unified School District

A meeting with the Fontana Unified School District was held on February 16, 2021. Items discussed included the following:

- How students travel to school
- Crossing guard information
- Driving patterns related to school drop-off or pickup
- Areas with safety concerns and the need for safety enhancements

Though the school district noted it did not have current programs to improve traffic safety, the expressed openness to adding an online program for parents or students.

3.3 IDENTIFYING LOCATIONS FOR ENGINEERING COUNTERMEASURES

Crash data analysis for this LRSP was conducted using collision data from the SWITRS collision database. The collision records include a variety of information about each collision, including the location, date, time of the day, crash type, crash severity, primary violation category, transportation mode of the involved parties, and movement of the involved parties prior to the collision. Per California state law, motor vehicle collisions must be reported when vehicle or property damage exceeds \$1,000, or when any of the parties suffer an injury or fatality. Collisions with no injured parties or little property damage might not be reported and, therefore, are not included in the collision database.

Caltrans' Local Roadway Safety, A Manual for California's Local Road Owners, Version 1.6, April 2022 (LRSM) encourages a pro-active rather than reactive approach to safety issue identification. Traditionally, agencies using a reactive approach have located and implemented safety projects solely based on recent crashes, specific crash concentrations, or safety issues raised by stakeholders. A pro-active approach is preferred, according to the LRSM, because with traditional methods, "crash concentrations and crash trends may be missed if local agencies rely exclusively on these identifiers for their roadway safety effort." A pro-active approach would identify safety improvements by analyzing the safety of the entire roadway network. For this document, the process for identifying candidate locations for safety improvements considers any one of the following three factors:

- An extensive crash history at high-collision frequency locations providing insight into which roadway characteristics are associated with certain types of crashes
- Professional engineering judgment regarding the availability of feasible engineering countermeasures to fix the safety issues
- Applicability of the engineering countermeasures at other locations with roadway characteristics associated with similar types of crashes regardless of their crash history

The LRSM guidelines require analyzing at least three to five years of the most recent crash data. Five years-worth of collision data from January 2016 to December 2020 was reviewed for the Fontana LRSP. Five years of crash data usage adheres to the maximum threshold permitted by the Highway Safety Improvement Program (HSIP) for a safety infrastructure project application for federal funding.

3.3.1 Ranking Function

A candidate intersection or roadway segment for safety improvements does not necessarily need to demonstrate a history of high or severe collisions to be considered for further evaluation. However, locations with high numbers of collisions are often good starting points for safety analysis due to the rich information provided by the collision history. Three ranking methods were utilized to identify high collision frequency intersections and roadway segments: Average Crash Frequency, Crash Rate, and Equivalent Property Damage Only (EPDO) scores. A brief description of each of the methods is provided in the following sections.

3.3.2 Average Crash Frequency

Average Crash Frequency is the most basic method for assessing collision incidence. The analysis tallies the numbers of collisions at each location in the roadway network, both in aggregate and by a category of interest (e.g. level of severity, collision type, and others). The analysis then ranks intersections or roadway segments based on the collisions' frequency.

3.3.3 Crash Rate

The Crash Rate method goes a step beyond average crash frequency, normalizing facilities' crash frequency by the amount of vehicle traffic or travel. This method divides the number of collisions (or collisions in a particular category) by the quantity of Million Entering Vehicles (for intersections) or 100 Million Vehicle Miles Traveled (for roadway segments). While the Crash Rate method accounts for differences in facilities' length and traffic volume, it may instead unduly favor low-volume and low-

collision roadways where countermeasures produce the lowest net benefit for travelers.

3.3.4 EPDO Scores

Equivalent Property Damage Only (EPDO) scores assign weighting factors to crashes by severity relative to property damage only (PDO) collisions. The weight generally reflects an order of magnitude difference between the cost of fatal/severe injury crashes and non-severe injury collisions. The weights by crash severity come from the 2020 Local Roadway Safety Manual.

- Fatal and Severe Injury at signalized intersections \$1,590,000
- Fatal and Severe Injury at non-signalized intersections \$2,530,000
- Fatal and Severe Injury at mid-roadway locations \$2,190,000
- Other Visible Injury \$142,300
- Compliant of Pain \$80,900
- PDO \$13,300

EPDO scores are useful for a benefit-to-cost analysis as collision costs can be translated into measurable benefits from installing improvements that reduce the collisions in question. However, EPDO scores may place undue weight on the injury outcomes of previous collisions rather than overall trends suggested by collision patterns regardless of injury outcome. Furthermore, a location's EPDO score could be inflated by a fatal or severe collision caused by DUI.

3.4 PROPOSING ENGINEERING COUNTERMEASURES

After ranking the intersections and roadway segments, the following steps were used to propose engineering countermeasures:

- Make citywide collision maps for dominant collision types such as rear-end collisions, broadside collisions, bicycle and pedestrian collisions, and collisions due to unsafe speed. Identify high-risk locations by collision type.
- Review crash details (party involved, movement before the crash, primary collision factor, violation code, time of the day, and others) at high-risk locations. Obtain detailed police reports from the City and reviewed for all the fatal and severe injury collisions.
- Manually create collision diagrams for high-risk locations. Review field conditions through physical site visits in the City. Assess the nature of prevalent crash types with respect to the intersection's control type, geometrical features, and signal phasing/timing.
- Review current conditions and recent historical conditions via Google Map Street View, whenever
 necessary, to check whether any geometry, signal, or signage changes have been made in the past
 few years.
- Evaluate and screen countermeasures from the LRSM or Crash Modification Factor (CMF)
 Clearinghouse (http://www.cmfclearinghouse.org/), a searchable database that can be easily queried to identify CMFs and Crash Reduction Factors (CRFs).
- Identify intersections/roadway segments that do not have a demonstrated crash history but resemble other locations with documented crash history and risk factors. Once identified, these locations can be analyzed through the steps mentioned above.

4.0 SYSTEMIC SAFETY ANALYSIS – COLLISION TREND AND PATTERNS

4.1 TOTAL COLLISIONS AND KSI COLLISIONS

The collision trend analysis draws from the five years of data obtained from the SWITRS database. From 2016 to 2020, a total of 14,586 collisions occurred on Fontana's roadways, excluding the Interstate 210 (I-210), Interstate 15 (I-15), and Interstate 10 (I-10) Freeways. Of these, 229 resulted in fatal or severe injuries. **Figure 4.1** highlights the annual number of collisions per year over the 5-year period for non-motorized modes and killed and severe injury (KSI) collisions. Overall, total collision (ALL collisions) trends remained relatively consistent year over year from 2016 to 2019, but experience a significant dip from 3,146 collisions in 2019 to 2,101 collisions in 2020. Although collision totals decreased, the number KSI collisions increased from 52 to 53 from 2019 to 2020. In fact, since 2018, KSI collision totals have exceeded 50 on an annual basis. In 2016 and 2017, Fontana experienced 27 and 39 KSI collisions, respectively.

Over the 5-year period, bicyclist-involved collisions peaked in 2018 and have since experienced a significant decline in yearly totals. Similarly, pedestrian-involved collisions peaked in 2017 and have since experienced a steady decline in yearly totals. Pedestrian-involved collisions exceeded bicyclist-involved collisions in all years except 2016.

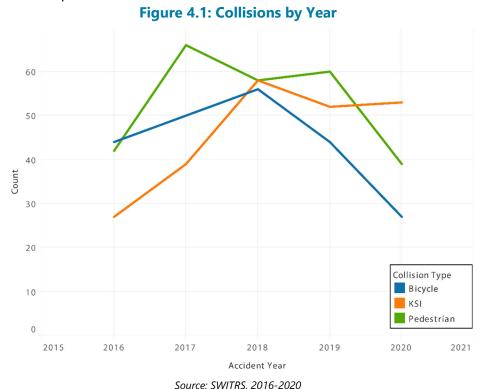


Figure 4.2 illustrates bicyclist- and pedestrian-involved collision frequency by day of the week. While the total number of collisions varies little across different days, pedestrian and bicycle collisions show

noticeable day-to-day variation. Pedestrian-involved collisions were most prevalent during later weekdays (Wednesday-Friday). The number of daily bicyclist-involved collisions peak on Tuesday, but remained consistent on all other days.

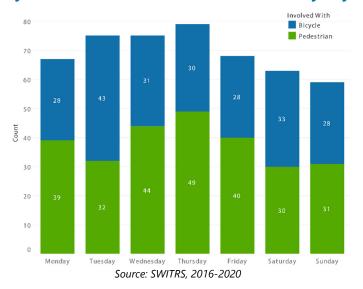


Figure 4.2: Bicyclist- and Pedestrian-Involved Collisions by Day of the Week

Figure 4.3 breaks down total collisions (left) and KSI collisions (right) by collision type. Rear-end and broadside collisions accounted for more than half of all collisions, holding the largest share of citywide collision types. Sideswipe collisions accounted for the third-largest share of total collisions. Broadside collisions accounted for one-third of all KSI collisions and Vehicle/Pedestrian collisions accounted for nearly a quarter of KSI collisions. Historically, Vehicle/Pedestrian collision types are the most likely to result in a severe injury or fatality. Hit object collisions accounted for the third-largest share of KSI collisions.

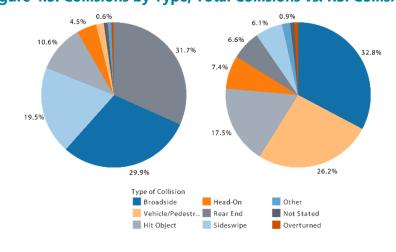


Figure 4.3: Collisions by Type, Total Collisions vs. KSI Collisions

Source: SWITRS, 2016-2020

Figure 4.4 more clearly illustrates the increased severity of vehicle-pedestrian collisions. Nearly a quarter of vehicle-pedestrian collisions were KSI collisions, despite the vehicle-pedestrian collision category comprising the sixth-smallest share of total collisions in Fontana. By contrast, 1.7% of broadside collisions, 0.3% of rear-end collisions, and 0.5% of sideswipe collisions resulted in a severe injury or fatality.

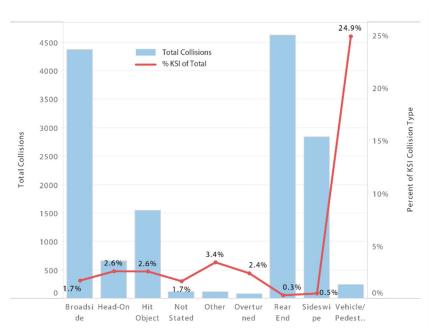


Figure 4.4: Type of Collisions with KSI Percentage

Source: SWITRS, 2016-2020

Figure 4.5 summarizes the Primary Collision Factor (PCF) for all collisions and KSI collisions over the past five years. PCF is the leading cause of the collision based on the opinion of the officer who conducted the investigation.

Among all collisions, unsafe speed (32%), improper turning (21.5%), automobile right-of-way (15.7%), and signals and signs (9.9%) were the top four primary collision factors. For KSI collisions, the top four PCF categories were pedestrian violation (20%), unsafe speed (17.5%), driving or bicycling under the influence/DUI (14%), and signals and signs (14%). The inclusion of the pedestrian violation category reflects the prevalence of vehicle-pedestrian collisions among fatal or severe injury collisions. The pedestrian violation is often defined as a pedestrian violating the opposing party's right-of-way.

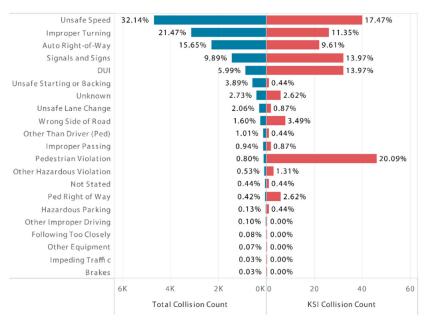


Figure 4.5: Collisions by Primary Collision Factor (PCF)

Figure 4.6 illustrates how the most-frequently-occurring PCFs correlate with the most significant collision types. Automobile right-of-way violations followed by signals and signs are the primary causes of most broadside collisions. Unsafe travel speeds account for the large majority of rear-end collisions, and improper turning is the most common PCF for sideswipe collisions.

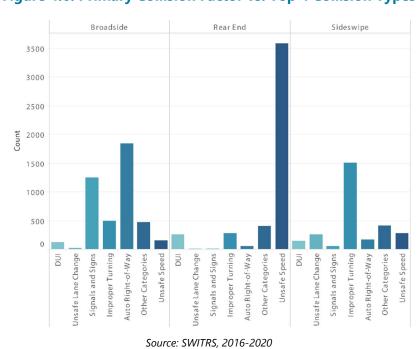


Figure 4.6: Primary Collision Factor vs. Top 4 Collision Types

CITY OF FONTANA | LOCAL ROADWAY SAFETY PLAN

Driving or bicycling under the influence of drugs or alcohol (DUI) is the fifth-most-frequent PCF violation category for collisions in Fontana. Since DUI collisions stem from driving behavior rather than roadway design factors, addressing these collisions requires an in-depth assessment of driver demographics.

Figure 4.7 breaks down DUI collisions by the age, race, and sex of the at-fault party. The chart shows that Hispanic males between the ages of 19 and 35 are most frequently found to be at fault.



Figure 4.7: At-fault Parties in DUI Collisions by Race, Sex, and Age

Source: SWITRS, 2016-2020

Figure 4.8 classifies the pedestrian- and bicyclist-related collisions in Fontana by age group, party sex, and race. The chart shows that Hispanic males 18 years and under are most frequently found to be involved in pedestrian- or bicyclist-related collisions.

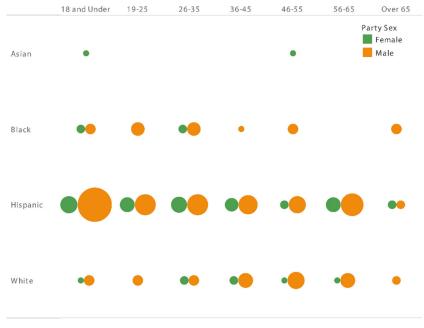


Figure 4.8: Pedestrian and Bicyclist Collision Victims

Finally, **Figure 4.9** classifies the at-fault collision parties in Fontana by age group. The chart shows a quite clear-cut pattern: the younger the age group (above age 18), the higher the share of at-fault drivers and vice-versa. Drivers over the age of forty-six were responsible for fewer collisions (26% of collisions) than drivers between the ages of 19 and 25 (27% of collisions).

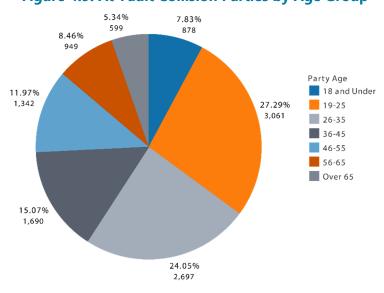


Figure 4.9: At-Fault Collision Parties by Age Group

Source: SWITRS, 2016-2020

4.2 COLLISIONS BY FACILITY TYPE

Collision patterns by facility type (intersections vs. mid-block locations) were analyzed by using SWITRS data from 2016 to 2020. This analysis was used to determine the effect of access control and intersection geometry on collision frequency. The analysis classifies collisions by facility type as follows:

- Collisions that occurred within 250 feet of signalized intersections are considered signalized intersection collisions;
- Collisions that occurred within 150 feet of non-signalized intersections are considered non-signalized intersection collisions; and
- Collisions that occur more than 250 feet away from any signalized intersection and more than 150 feet away from any non-signalized intersection are classified as mid-block collisions.

Table 4.1 shows the total number of collisions associated with each type of facility. 42% of all collisions occurred at signalized intersections, 33% occurred at non-signalized intersections, and 25% occurred at mid-block locations. Both pedestrian- and bicyclist-involved collisions followed a similar pattern. Of all pedestrian-involved collisions, 38% occurred at signalized intersections, 33% occurred at non-signalized intersections, and 29% occurred at mid-block locations. Of all bicyclist-involved collisions, 44% occurred at signalized intersections, 36% occurred at non-signalized intersections, and 19% occurred at mid-block locations.

Table 4.1: Collisions by Facility Type

Collision Grouping	Signalized Intersection		Non-Signalized Intersection		Midblock Locations		Grand Total	
Grouping	Collisions	%	Collisions	%	Collisions	%	Collisions	%
Total Number of Collisions	6,148	42%	4,780	33%	3,658	25%	14,586	100%
Bicycle Collisions	98	44%	80	36%	43	19%	221	100%
Pedestrian Collisions	102	38%	87	33%	76	29%	265	100%

Source: SWITRS, 2016-2020

Table 4.2 shows how the collision type varies by location. Rear-end collisions comprise the largest share of collisions at signalized intersections and mid-block locations (41% and 30%, respectively). At non-signalized intersections, broadside collisions (40%) are most prevalent, while rear-end and sideswipe collisions comprise the second- and third-largest categories (21% and 17%, respectively). Sideswipe collisions also amounted to the second-largest share of collisions at mid-block locations (25%), and third-largest share of collisions at signalized intersections (18%).

Table 4.2: Collision Types by Facility Type

Collision Type	Signalized Intersections		Non-Signalized Intersections		Midblock		Grand Total	
	Collisions	%	Collisions	%	Collisions	%	Collisions	%
Broadside	1,655	27%	1,931	40%	779	21%	4,365	30%
Head-On	227	4%	244	5%	183	5%	654	4%
Hit Object	422	7%	598	13%	527	14%	1,547	11%
Not Stated	62	1%	41	1%	18	0%	121	1%
Other	36	1%	42	1%	38	1%	116	1%
Overturned	26	0%	21	10%	36	1%	83	1%
Rear End	2,526	41%	1,009	21%	1,087	30%	4,622	32%
Sideswipe	1,099	18%	813	17%	925	25%	2,837	19%
Vehicle/Pedestrian	95	2%	81	2%	65	2%	241	2%
Total	1,108	100%	4,780	100%	3,658	100%	14,586	100%

Table 4.3 shows the relationship between street lighting conditions and facility type. At all location types, most collisions occurred in daylight (with the proportion ranging from 64.9% at non-signalized intersections to 69.8% percent at signalized intersections). Most collisions that occurred in the dark were in the presence of functioning street lights. Only 3% of all collisions occurred in the dark where no street lights exist, a figure ranging from 0.5% at signalized intersections to 2.8% at mid-block locations.

Table 4.3: Street Lighting by Facility Type

Collision Type	Signalized Intersections		Non-Signalized Intersections		Midblock		Grand Total	
	Collisions	%	Collisions	%	Collisions	%	Collisions	%
Daylight	4,293	69.8%	3,103	64.9%	2,384	65.2%	9,780	67.1%
Dark - Street Lights	1,636	26.6%	1,387	29.0%	1,043	28.5%	4,066	27.9%
Dark - No Street Lights	4	0.1%	4	0.1%	1	0.0%	9	0.1%
Not Stated	14	0.2%	17	0.4%	16	0.4%	47	0.3%
Dusk - Dawn	169	2.7%	175	3.7%	113	3.1%	457	3.1%
Dark - Street Lights Not Functioning	1	0.1%	0	0.0%	2	0.4%	3	0.1%
Total	6,148	100%	4,780	100%	3,658	100%	14,586	100%

Source: SWITRS, 2016-2020

Table 4.4 tabulates the PCFs by facility type. At signalized intersections, unsafe speed, improper turning, and signals and signs comprised the three largest PCF categories. At non-signalized intersections and mid-block locations, unsafe speed, automobile right-of-way, and improper turning comprised the three largest PCF categories.

Table 4.4: Primary Collision Factor by Facility Type

Collision Type	Signal Intersec		Non-Signalized Intersections		Midblock		Grand Total	
	Collisions	%	Collisions	%	Collisions	%	Collisions	%
Unsafe Speed	2,449	39.8%	1,117	23.4%	1,122	30.7%	4,688	32.1%
Improper Turning	1,084	17.6%	997	20.9%	1,051	28.7%	3,132	21.5%
Driving or Bicycling Under the Influence of Alcohol or Drug	307	5.0%	294	6.2%	273	7.5%	874	6.0%
Other Than Driver (or Pedestrian)	59	1.0%	39	0.8%	49	1.3%	147	1.0%
Other Improper Driving	4	0.1%	8	0.2%	3	0.1%	15	0.1%
Automobile Right of Way	668	10.9%	1,129	23.6%	486	13.3%	2,283	15.7%
Unsafe Starting or Backing	168	2.7%	206	4.3%	193	5.3%	567	3.9%
Traffic Signals and Signs	860	14.0%	556	11.6%	26	0.7%	1,442	9.9%
Unknown	165	2.7%	138	2.9%	95	2.6%	398	2.7%
Other Hazardous Violation	36	0.6%	25	0.5%	16	0.4%	77	0.5%
Wrong Side of Road	60	1.0%	87	1.8%	87	2.4%	234	1.6%
Hazardous Parking	2	0.0%	9	0.2%	8	0.2%	19	0.1%
Pedestrian Violation	38	0.6%	30	0.6%	48	1.3%	116	0.8%
Other	17	0.3%	23	0.5%	24	0.7%	64	0.4%
Unsafe Lane Change	157	2.6%	48	1.0%	96	2.6%	301	2.1%
Pedestrian Right of Way	33	0.5%	24	0.5%	4	0.1%	61	0.4%
Improper Passing	32	0.5%	43	0.9%	62	1.7%	137	0.9%
Impeding Traffic	2	0.0%	1	0.0%	2	0.1%	5	0.0%
Other Equipment	1	0.0%	3	0.1%	6	0.2%	10	0.1%
Brakes	1	0.0%	1	0.0%	2	0.1%	4	0.0%
Following Too Closely	5	0.1%	2	0.0%	5	0.1%	12	0.1%
Total	6,148	100%	4,780	100%	3,658	100%	14,586	100%

As previously mentioned, rear-end collisions were the most-frequently-occurring collision type in Fontana. Unsafe speed violations were the pre-eminent Primary Collision Factor (PCF) in rear-end collisions. **Table 4.5** breaks down rear-end collisions with an unsafe speed PCF by facility type. Approximately 78% of rear-end collisions from 2016 to 2020 resulted from unsafe speed violations. The percentage of rear-end collisions caused by unsafe speed violations ranged from 69.9% at mid-block locations to 83.9% at signalized intersections.

Table 4.5: Rear-End Collisions by Facility Type

Facility Type	Rear-end Collisions	Rear-end Collisions due to Unsafe Speed	Percentage of Rear- end Collisions due to Unsafe Speed	
Signalized Intersections	2,526	2,120	83.9%	
Non-Signalized Intersections	1,009	710	70.4%	
Mid-block Locations	1,087	760	69.9%	
Total	4,622	3,590	77.7%	

Broadside collisions were also a prevalent collision type. Automobile right-of-way violations were the pre-eminent Primary Collision Factor (PCF) in broadside collisions. **Table 4.6** tabulates broadside collisions with an automobile right-of-way PCF by facility type. Approximately 42% of broadside collisions from 2016 to 2020 resulted from automobile right-of-way violations. Broadside collisions resulting from automobile right-of-way violations ranged from 30% at signalized intersections to 50% at non-signalized intersections.

Table 4.6: Broadside Collisions by Facility Type

Facility Type	Broadside Collisions	Broadside Collisions due to Automobile ROW	Percentage of Broadside Collisions due to Automobile ROW	
Signalized Intersections	1,655	500	30.2%	
Non-Signalized Intersections	1,931	963	49.9%	
Mid-block Locations	779	379	48.7%	
Total	4,365	1,842	42.2%	

Source: SWITRS, 2016-2020

4.3 FONTANA VS. SAN BERNARDINO COUNTY

SWITRS data was extracted for the entire County of San Bernardino using the same 5-year period from 2016 to 2020, to compare the characteristics of injury and fatality collisions for the City of Fontana with those for all of San Bernardino County. As shown in **Table 4.7**, from mid-2016 to 2020, Fontana experienced 14,586 collisions. As the City had an estimated 214,557 residents in 2019, this amounted to 13,596 collisions per one million residents per year. A total of 142,563 collisions occurred in San Bernardino County during the same period, making for a rate of 13,079 collisions per one million residents per year. Thus, Fontana had a slightly higher collision rate than the county average.

Fontana had a significantly lower percentage of KSI collisions (1.7% vs. 3.5%). Both bicyclist- and pedestrian-involved collision percentages were comparable to countywide percentages (1.8% and 1.5%, respectively).

Table 4.7: Total Collision Comparison, Fontana vs. San Bernardino County

	City of	San Bernardino
	Fontana	County
Population (2019 estimates)	214,557	2,180,085
Total Collisions	14,586	142,563
Collision/1,000,000/Year	13,596	13,079
Fatal and Severe Collisions (KSI)	229	4,961
KSI %	1.7%	3.5%
Pedestrian Collisions	265	2,973
Pedestrian %	1.8%	2.1%
Bicycle Collisions	221	1,673
Bicycle %	1.5%	1.2%

Source: SWITRS, 2016-2020

Table 4.8 focuses on the KSI collisions in Fontana and San Bernardino County from 2016 to 2020. Fontana had a significantly lower rate of KSI collisions per million residents per year than San Bernardino County (213 vs. 455). Among KSI collisions, Fontana had a slightly higher percentage of fatalities (32% vs. 28%) and a slightly lower percentage of severe injuries (68% vs. 72% for the County) than the County as a whole. In comparison to the County, pedestrian collisions comprised a much higher proportion of KSI collisions in Fontana (28% vs. 17% for the County). Bicyclist-involved collisions also comprised nearly double the proportion (5.2% vs. 3% for the County).

Table 4.8: KSI Collision Comparison, Fontana vs. San Bernardino County

	City of Fontana	San Bernardino County
Population (2019 estimates)	214,557	2,180,085
Fatal and Severe Collisions (KSI)	229	4,961
KSI Collision/1,000,000/Year	213	455
Fatal	74	1,368
Fatal %	32.3%	27.6%
Severe Injury	155	3,593
Severe Injury %	67.7%	72.4%
Pedestrian	64	829
Pedestrian %	27.9%	16.7%
Bicyclist	12	147
Bicyclist %	5.2%	3.0%

Source: SWITRS, 2016-2020

Table 4.9 breaks down the SWITRS data by collision type for Fontana and San Bernardino County. In both Fontana and the County as a whole, rear-end collisions accounted for the largest proportion of collisions. Overall, collision type proportions for the City of Fontana are quite similar to that of the County. However, Fontana had a significantly higher proportion of broadside collisions (30% vs. 19% for the County).

Table 4.9: Collision Type Comparison, Fontana vs. San Bernardino County

Type of Collision	City of Fontana	San Bernardino County
Broadside	30%	19%
Head-On	4%	5%
Hit Object	11%	17%
Other	1%	1%
Overturned	1%	3%
Rear End	32%	34%
Sideswipe	19%	18%
Vehicle/Pedestrian	2%	2%
Not Stated	1%	1%
Total %	100%	100%

Source: SWITRS, 2016-2020

Table 4.10 compares PCFs for the City and the County. As with collision type, the ranking of PCF categories in Fontana aligns with that for San Bernardino County. In both geographies, unsafe speed, automobile right-of-way, and improper turning comprise the top three PCF categories.

Table 4.10: PCF Comparison, Fontana vs. San Bernardino County

Primary Collision Factor	City of Fontana	San Bernardino County
Unsafe Speed	32.3%	34.3%
Automobile ROW	15.7%	11.0%
Improper Turning	21.6%	19.5%
Following Too Closely	0.1%	0.8%
Traffic Signals & Signs	9.9%	6.2%
Driving or Bicycling Under the Inf.	6.0%	7.2%
Unsafe Lane Change	2.1%	7.5%
Wrong Side of Road	1.6%	2.0%
Unknown	2.7%	2.7%
Other Than Driver	1.0%	2.3%
Improper Passing	0.9%	1.0%
Pedestrian Violation	0.8%	1.0%
Unsafe Starting or Backing	3.9%	2.5%
Other Hazardous Violation	0.5%	0.7%
Other Improper Driving	0.1%	0.5%
Pedestrian ROW	0.4%	0.5%
Hazardous Parking	0.1%	0.1%
Other Equipment	0.1%	0.1%
Brakes	0.0%	0.0%
Lights	0.0%	0.0%
Not Stated	0.0%	0.0%
Pedestrian Under the Inf.	0.0%	0.0%
Impeding Traffic	0.1%	0.1%
Fell Asleep	0.0%	0.0%
Total %	100.0%	100.0%

4.4 FONTANA VS. CITIES OF SIMILAR SIZES

In the State of California's OTS Collision Ranking system, Fontana falls under Group B. This group consists of 59 cities in the state of California with a population between 100,001 and 250,000. **Table 4.11** shows the City's 2018 collisions ranking among the cities in Group B (1 being the highest or worst and 59 being the lowest or best). The City's traffic safety performance raises concern in several areas:

- The City ranked 6th for killed or injured bicyclists under the age of 15
- The City ranked 37th for injury and fatality collisions with alcohol involved
- The City ranked 40th for total collision fatalities and injuries
- The City ranked 28th for nighttime (the period between 9:00 pm and 2:59 am) injury and fatality collisions

- The City ranked 25th for injury and fatality collisions with a driver between the ages of 21 and 34 who had been drinking
- The City ranked 28th for composite collisions (which aggregated the had been drinking 21-34, had been drinking under 21, alcohol involved, hit and run, nighttime and speed collision categories)

Table 4.11: 2018 OTS Ranking, Fontana

Type of Crash	Victims Kill and Injured	OTS Ranking
Total Fatal and Injury	777	40/59
Alcohol Involved	82	37/59
Had Been Drinking Driver < 21	4	24/59
Had Been Drinking Driver 21 – 34	32	25/59
Motorcycles	37	38/59
Pedestrians	50	48/59
Pedestrians < 15	7	38/59
Pedestrians 65+	6	50/59
Bicyclists	34	45/59
Bicyclists < 15	9	6/59
Composite	438	28/59
Type of Crash	Fatal and	OTS
Type of Crasif	Injury Crashes	Ranking
Speed Related	149	30/59
Nighttime (9:00pm-2:59am)	92	28/59
Hit and Run	79	30/59
Type of Arrests	Victims Kill and Injured	OTS Ranking
DUI Arrests		NA

Source: OTS, 2018

5.0 TRANSPORTATION SAFETY EMPHASIS AREAS

Transportation safety emphasis areas provide a strategic framework for developing and implementing the Local Roadway Safety Plan (LRSP). The emphasis areas provide the City of Fontana the areas to focus on when developing projects and programs based on the LRSP. The implementation of the emphasis areas should directly relate to the goals, policies, and strategies of the LRSP.

Based on the collision data analysis conducted for the City of Fontana, the following transportation safety emphasis areas were identified:

- Young Road Users
- Rear-end and Broadside Collisions
- Pedestrians and Bicyclists
- Unsafe Speeding
- Driving or Bicycling Under the Influence

The following section explains how each area was selected based on the collision analysis.

5.1 YOUNG AND OLD ROAD USERS

Young drivers are more likely to be involved in a collision due to insufficient experience operating a motor vehicle when they are first licensed. Furthermore, young drivers tend to engage in risky driving behaviors, including speeding and distracted driving. The 5-year SWITRS data shows that drivers between the ages of 19 and 25 were responsible for more than a quarter of collisions in Fontana. Young Hispanic male drivers were the demographic most frequently deemed responsible for DUI collisions. The California OTS ranked Fontana 25th among 58 peer cities for accidents involving drivers between 21 and 34 years old who had been drinking.

Thus, the first Transportation Safety Emphasis Area targets young road users, encompassing programs that promote safe practices among young motorist, pedestrians, and bicyclists.

5.2 REAR-END AND BROADSIDE COLLISIONS

According to the SWITRS dataset, rear-ends are the most common type of collision in Fontana, accounting for nearly a third of total collisions during the 5-year period. Most rear-end collisions occur within intersections, with unsafe speed violations being the most PCFs. Thus, intersection improvements that reduce vehicle speeds may lessen the prevalence of rear-end collisions.

Broadside collisions also posed a heavy weight on collision types. They accounted for roughly 30% of all collisions and 33% of KSI collisions. Most broadside collisions occur within intersections, with automobile right-of-way and traffic signal and sign violations being the two most common PCFs. Thus, intersection improvements that reduce vehicle conflicts may lessen the prevalence of broadside collisions.

5.3 PEDESTRIANS AND BICYCLISTS

Pedestrians and bicyclists are among the most vulnerable roadway users. Pedestrian and bicyclist commuters in suburban communities are often too young or too old to drive or lack the means to purchase a car. Broad streets, narrow sidewalks, and limited crossing facilities make walking not only uncomfortable but unsafe. While pedestrian-involved collisions comprised only 1.8% of total collisions in Fontana, they accounted for 33% of KSI collisions. In the 2018 OTS Rankings, Fontana ranked 48th among peer cities for the number of killed or injured pedestrians.

Although bicyclist-involved collisions comprised only 5.7% of KSI collisions in Fontana, the proportion is much larger than that of the County. Additionally, the 2018 OTS Rankings ranked Fontana 6th among peer cities for the number of killed or injured bicyclists under the age of 15, suggesting that young bicyclists are highly vulnerable.

5.4 SPEEDING

Unsafe travel speeds was the leading PCF for collisions in Fontana. In aggregate, unsafe speed was the most-frequent PCF in Fontana over the 5-year period, accounting for 32.3% of total collisions and 18% of KSI collisions across the City. Although San Bernardino County experienced a slightly higher proportion of unsafe speed collisions, it weighed heavily in Fontana in comparison to other violations.

5.5 DRIVING UNDER THE INFLUENCE

Driving under the Influence (DUI) is the fifth-largest PCF in Fontana, responsible for nearly 6% of all collisions over the 5-year period. Additionally, DUI collisions accounted for the third-largest PCF for KSI collisions (14%). The 2018 OTS Rankings gave Fontana standard ranks for several DUI-related statistics, including injury/fatality collisions involving alcohol (37th out of 59 cities), injury/fatality collisions with a 21-34-year-old driver who had been drinking (25th out of 59 cities) and driver younger than 21 who had been drinking (24th out of 59 cities).

6.0 ENGINEERING COUNTERMEASURES

The recommended Engineering Countermeasures (improvements to enhance transportation safety) address the emphasis areas on bicyclists, speeding/rear-end collisions and emergency medical services. Five years of collision data from January 2016 to December 2020 were utilized to conduct a more indepth review of the collision data. Safety countermeasures for the identified candidate locations were selected based on the following collision patterns:

- Collision severity
- Lighting conditions
- Involved parties, especially bicyclists and pedestrians
- Type of collision
- Primary collision factor
- Movements of the involved parties preceding the occurrence of the collision

Table 6.1 summarized the list of safety countermeasures included in the LRSM and applied to this project. The table summarizes each countermeasure's applicable crash types, crash reduction factor (CRF), project life of the recommended improvement, maximum federal reimbursement percentage, and the opportunity for a systemic approach.

Table 6.1: Safety Countermeasures Applied to Fontana LRSP

CM No.	Countermeasure Name	Crash Type	CRF	Expected Life (Years)	HSIP Funding Eligibility	Systemic Approach Opportunity?
S02	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	All	15%	10	100%	Very High
S03	Improve signal timing (coordination, phases, red, yellow, or operation)	All	15%	10	50%	Very High
S21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	P&B	60%	10	100%	Very High
NS01	Add intersection lighting	Night	40%	20	100%	Medium
NS03	Install signals	All	30%	20	100%	Low
NS18	Install left-turn lane (where no left-turn lane exists)	All	35%	20	90%	Low

CM No.	Countermeasure Name	Crash Type	CRF	Expected Life (Years)	HSIP Funding Eligibility	Systemic Approach Opportunity?
R1	Add segment lighting	Night	35%	20	100%	Medium
R8	Install raised median	All	25%	20	90%	Medium
R15	Widen shoulder	All	30%	20	90%	Medium
R18	Flatten crest vertical curve	All	25%	20	90%	Low
R32PB	Install bike lanes	P&B	35%	20	90%	High
R33PB	Install separated bike lanes	P&B	45%	20	90%	High
R34PB	Install sidewalk/pathway (to avoid walking along roadway)	P&B	80%	20	90%	Medium

Source: Local Roadway Safety Manual, Version 1.5 April 2020

The countermeasure numbers (far left column) in Table 6.1 represent the ID number for the types of improvements that are eligible for HSIP funding. Throughout this document, countermeasures eligible for HSIP funding will have the ID number, and those that are not eligible will not have an ID number.

6.1 IDENTIFIED PROJECT LOCATIONS

6.1.1 Identified Roadway Segments

According to the City's Community Mobility and Circulation Element of the General Plan, all roadways within the City are classified into the following categories of high traffic roadways: Major Highways, Primary Highways, Secondary Highways, and Collectors. A total of 33 roadway segments were defined that include all categories in the City. The definition of the roadway segments was based primarily on major changes in roadway configurations and major changes in intersecting facilities such as freeways and rail tracks, major cross streets, roadway configuration, and land use. The roadway segment map is provided in **Figure 6.1**.

As shown in **Figure 6.2**, three roadway segments were selected for focused analysis, and development of roadway improvement recommendations:

- 1. Foothill Boulevard from West City Limits to Citrus Avenue
- 2. Valley Boulevard from Etiwanda Avenue to East City Limits
- 3. Citrus Avenue form Arrow Boulevard to Jurupa Avenue

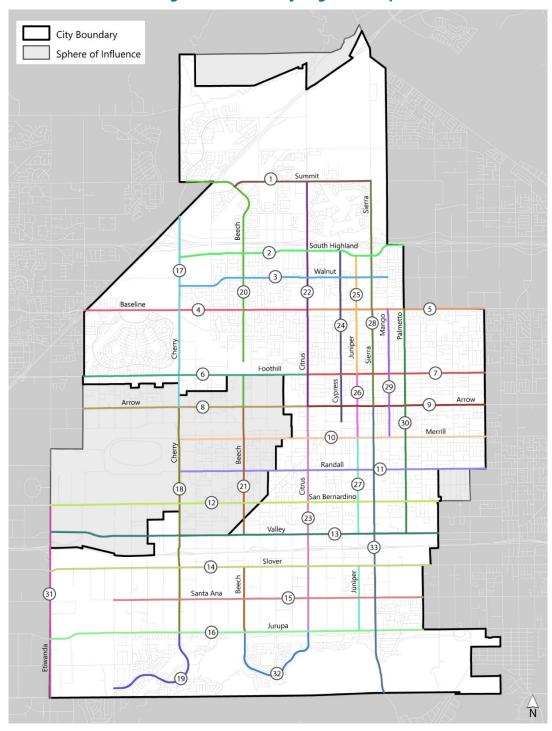


Figure 6.1: Roadway Segment Map

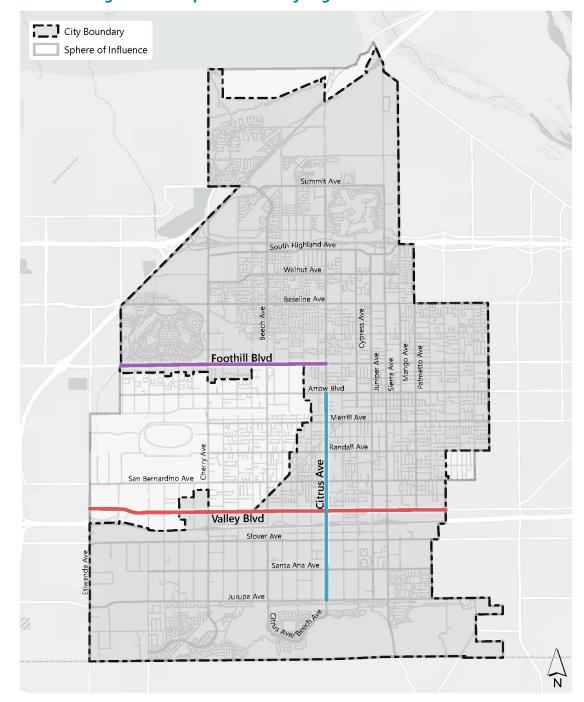


Figure 6.2: Proposed Roadway Segments Countermeasures

6.1.2 Identified Intersections

All intersections located on City streets in the public right-of-way were included in the safety analysis, and were reviewed using industry standard crash frequency and "EPDO" methods. A total of 10 intersections were selected for potential countermeasure implementation. **Figure 6.3** illustrates the locations of the proposed intersection countermeasures, as shown in the list below:

- 1. Sierra Avenue and Valley Boulevard (Signalized)
- 2. Arrow Boulevard and Locust Avenue (Signalized)
- 3. Baseline Avenue and Mango Avenue (Signalized)
- 4. Jurupa Avenue and Sierra Avenue (Signalized)
- 5. Sierra Avenue and Orange Way (Signalized)
- 6. Arrow Boulevard and Oleander Avenue (Signalized)
- 7. Beech Avenue and Valley Boulevard (Non-signalized Two-way Stop)
- 8. Cherry Avenue and Village Drive (Non-signalized All-way Stop)
- 9. Hemlock Avenue and Slover Avenue (Non-signalized Two-way Stop)
- 10. Highland Avenue and Knox Avenue (Non-signalized Two-way Stop)

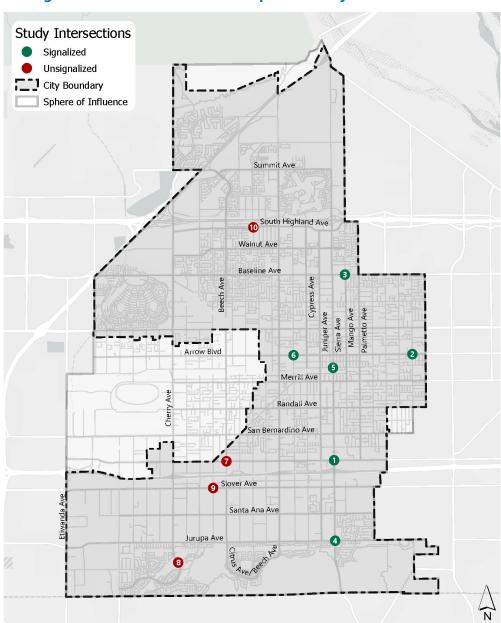


Figure 6.3: Intersections with Proposed Safety Countermeasures

6.2 ROADWAY SEGMENT RECOMMENDATIONS

6.2.1 Foothill Boulevard

This segment on Foothill Boulevard from the west boundary (East Avenue) to Citrus Avenue is approximately 3.5 miles long. The average daily traffic volume ranges from approximately 23,000 (Cherry Avenue to Citrus Avenue) to 25,300 (west boundary to Cherry Avenue) in 2014. The speed limit is 50 mph west of Hemlock Avenue and 45 mph east of Hemlock Avenue. The width of the segment varies from 50 feet to 100 feet. The segment includes a total of 11 signalized intersections. It provides three lanes in each direction with a landscaped median and bike lanes from the west boundary to Hemlock Avenue. East of Hemlock Avenue, the corridor provides two travel lanes in each direction with a two-way left-turn lane and no bike lanes (the two-way left-turn lane drops after Sultana Avenue) until Almeria Avenue. East of Almeria Avenue until Citrus Avenue, the segment provides three lanes of travel in each direction and a landscaped median, but no bike lanes.

In total, 96 collisions occurred on this segment from January 2016 to December 2020, ranking 8th in total collisions and 2nd in EPDO score. Thirty-six collisions (38%) occurred at night. The top collision type was rear-end followed by sideswipe and then broadside collisions. Forty-one collisions (43%) were caused by unsafe speed and 20 collisions (21%) from improper turning. There were two fatalities and two severe injuries from pedestrians who were considered to be at fault for these collisions. Two other severe injury collisions resulted from improper turning. City staff noted that concerns about pedestrians were prominent on this segment. **Figure 6.4** shows collision statistics for this roadway segment.

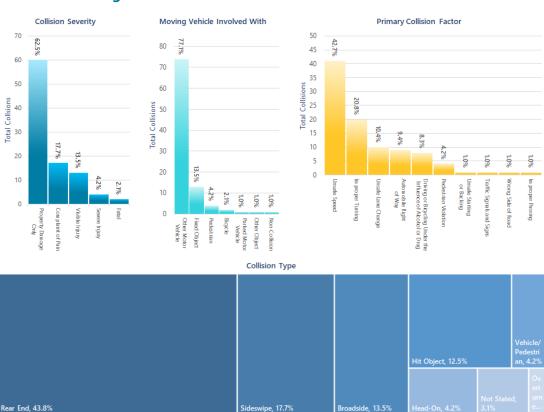


Figure 6.4: Collision Statistics – Foothill Boulevard

During field review, project staff noted that while ample lighting is provided on the segment from the City's west border to Hemlock Avenue, existing lighting is much more sparse east of Hemlock Avenue, and is usually only provided at intersections. The following safety countermeasure could be considered in this corridor under existing conditions:

 R01 – Add segment lighting to utility poles or on temporary poles from Hemlock Ave to Almeria Avenue.

There are a variety of other improvements that could be completed on the portion of the segment from Hemlock Ave to Almeria Ave to improve safety on the corridor. However, in order to implement these changes, the available right of way would need to be increased. Currently, right of way is limited as the roadway passes under the Pacific Electric trail. Due to the tunneling of the underpass and restrictive walls, the roadway currently lacks a shoulder, median barrier, bike facilities, and pedestrian facilities. In order to add these facilities while retaining the benefits of the existing Pacific Electric trail, the bridge would need to be demolished and replaced with a longer elevated bridge that would pass over the roadway without the need for an underpass. The following improvements would improve safety once these other bridge project changes have been completed:

- R08 Add raised median from Hemlock to Almeria Avenue
- R15 Widen shoulder from Hemlock to Almeria Avenue
- R18 Improve sight distance by raising street and eliminating need for vertical curve east of Sultana Avenue
- R33PB Install separated bike lanes with two-foot buffer between Hemlock Avenue and Almeria Avenue
- R34PB Construct sidewalk on both sides of the street from Hemlock Avenue to Almeria Avenue, except on south side of the street in the vicinity of Sultana Avenue where there is existing sidewalk

The plans for the collected set of safety projects alongside the bridge reconstruction is included in Appendix B.

6.2.2 Valley Boulevard

This segment on Valley Boulevard from Etiwanda Avenue to the City's east boundary (Alder Avenue) is approximately 6 miles long. The daily traffic volume ranges from approximately 18,400 (near Etiwanda Avenue) to 30,000 (near Alder Avenue) in 2015. The speed limit is 50 mph from Etiwanda Avenue to Calabash Avenue. From Calabash Avenue to Palmetto Avenue, the speed limit is 45 mph. The speed limit drops to 40 mph for the final short segment from Palmetto Avenue to Alder Avenue. The width of the segment varies from 50 feet to 110 feet. The segment includes a total of 11 signalized intersections. East of Etiwanda Avenue to Commerce Drive, the roadway provides three travel lanes in each direction with a center landscaped median. From Commerce Drive to Calabash Avenue, the roadway provides the same configuration but drops from three to two travel lanes in the eastbound direction. From Calabash Avenue to Juniper Avenue, the roadway provides two travel lanes in each direction, usually with a center two-way left-turn lane. From Juniper Avenue to Sierra Avenue, there are three travel lanes in the eastbound direction and two in the westbound direction, with a center landscaped median. From Sierra Avenue to Health Care Parkway, there are three travel lanes in each direction with a center landscaped median. From Health Care Parkway to Palmetto Avenue, there are two lanes of travel in the eastbound direction and three in the westbound direction, with a center two-way left-turn lane. From Palmetto Avenue to Alder Avenue, the roadway provides two travel lanes in each direction with a two-way left-turn lane.

In total, 192 collisions occurred on this segment from January 2016 to December 2020, ranking 1st in both total collisions and EPDO scores. Forty collisions (21%) occurred at night. The most frequent collision type was rear end, followed by broadside and then sideswipe. Sixty-one (32%) collisions occurred due to improper turning, while 51 (27%) collisions occurred due to unsafe speed. Of the two fatality collisions, one fatality was from a rear-end collision of a motorist crashing into a parked vehicle caused by unsafe speed, while the other fatality involved an intoxicated driver crashing into an object. There were five severe injuries on this segment. These included two collisions with motorists caused by unsafe speed (one a broadside, one a rear end), a driver hitting an object when turning improperly, a head-on collision caused by travel on the wrong side of the road, and a severe injury of a pedestrian where the pedestrian was listed at fault. **Figure 6.5** shows collision statistics for this roadway segment.

Note: Portions of this corridor are within the County of San Bernardino's jurisdiction. Therefore, coordination between the City of Fontana and the County is encouraged to make the appropriate safety improvements along the entire corridor for regional consistency and operations.

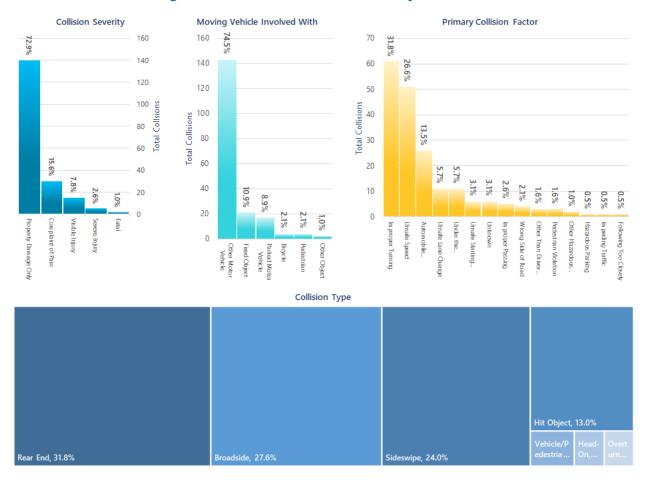


Figure 6.5: Collision Statistics – Valley Boulevard

The following safety countermeasures could be considered in this corridor:

• R32PB – Add bike lanes from Banana Avenue to Alder Avenue.

The concept plans for this project are located in Appendix B.

6.2.3 Citrus Avenue

This segment on Citrus Avenue from Arrow Boulevard to Jurupa Avenue is approximately 3.5 miles long. The daily traffic volume ranges from approximately 14,000 (near Jurupa Avenue) in 2014 to 28,100 (near Merrill Avenue) in2016. The speed limit is 35 mph from Arrow Boulevard to Randall Avenue. From Randall Avenue to Valley Boulevard, the speed limit is 40 mph. From Valley Boulevard to Slover Avenue, the speed limit is 45 mph. From Slover Avenue to Jurupa Avenue, the speed limit returns to 40 mph. The width of the segment is typically around 65 feet but widens to 110 feet when passing over the I-10 freeway. The segment includes a total of 11 signalized intersections. From Arrow Boulevard to Fontana Avenue, the segment provides two lanes of travel in each direction with either a landscaped median or two-way left-turn lane. South of Fontana Avenue to Valley Boulevard, there are two lanes of travel in each

direction, but no center median or two-way left-turn lane. From Valley Boulevard to Slover Avenue, over the freeway, there are three northbound travel lanes, two southbound travel lanes, bike lanes, and a landscaped median. From Slover Avenue to Santa Ana Avenue, Citrus Avenue provides two northbound travel lanes, one southbound travel lane, and a two-way left-turn lane. South of Santa Ana Avenue to Jurupa Avenue, there are two northbound travel lanes and one southbound travel lane, but no two-way left-turn lane.

A total of 131 collisions occurred on this segment from January 2016 to December 2020, ranking 3rd in total collisions and 6th by EPDO score. Forty-three (33%) of the collisions occurred at night. Rear-end was the most common collision type followed by sideswipe and then broadside collision types. Sixty-six collisions (50%) occurred due to unsafe speed. There was one fatality, south of Citrus Avenue and Rosemary Avenue, of a pedestrian after a collision with a vehicle, though the pedestrian was listed as the fault of the collision. The one severe collision on this segment was a head-on between two motor vehicles caused by improper turning. It occurred north of Citrus Avenue and Valley Boulevard. **Figure 6.6** shows collision statistics for this roadway segment.

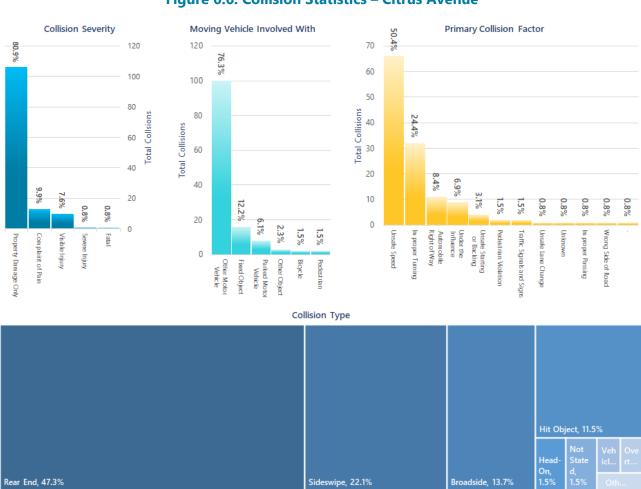


Figure 6.6: Collision Statistics - Citrus Avenue

The following safety countermeasure could be considered on this corridor: is shown in Appendix B.

R32PB – Install bike lanes from Arrow Boulevard to Jurupa Avenue

The concept plans for this project are located in Appendix B.

6.3 INTERSECTION RECOMMENDATIONS

6.4.1 Sierra Avenue and Valley Boulevard

As shown in **Figure 6.7**, all legs of Sierra Avenue and Valley Boulevard provide three lanes in each direction with a left-turn lane at the signalized intersection except for the westbound movement on Valley Boulevard, which provides two lanes with a left-turn lane. There are right-turn pockets on the northbound and westbound approaches. There are no bike lanes and on-street parking is not allowed on either direction. Sierra Avenue has a speed limit of 40 miles per hour (mph) and Valley Boulevard has a speed limit of 45 mph. ADA ramps and standard crosswalks exist on all legs of the intersection. Commercial zoning exists along the intersection with a gas station at the southeast, northwest and northeast corners and a drive-thru restaurant at the southwest corner.

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Figure 6.7: An Aerial View of the intersection of Sierra Avenue and Valley Boulevard

Source: Google (2021)

A total of 257 collisions occurred at the intersection of Sierra Avenue and Valley Boulevard between January 2016 and December 2020. The intersection ranks 1st by total collision frequency and 1st by the

EPDO score method. Collision types consisted of hit-object (9), rear-end (114), broadside (49), and sideswipe (70). The most common primary collision factors are unsafe speed (106), improper turning (62) and unsafe lane change (20). A total of 188 collisions occurred during daylight conditions and 65 collisions occurred at this intersection under the dark – with street lights condition. In total nine collisions were involved with a pedestrian and seven collisions with a bicyclist. **Figure 6.8** shows collision statistics for this intersection.

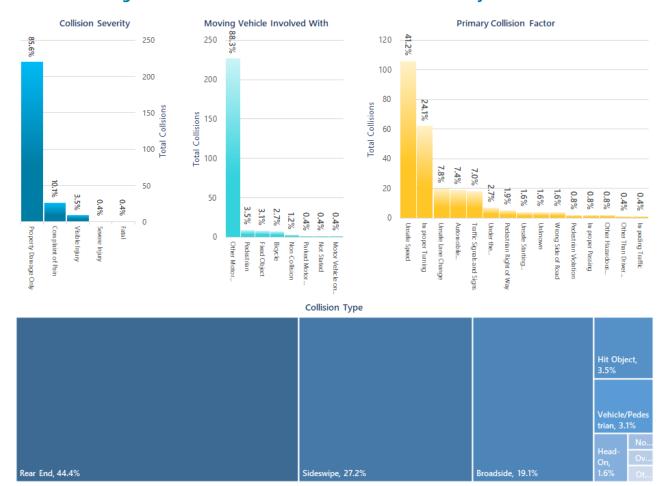


Figure 6.8: Collision Statistics - Sierra Avenue & Valley Boulevard

The following safety countermeasures could be considered at this intersection and are shown in **Figure 6.9**.

- S21PB Add a leading pedestrian interval to all approaches. Prioritize implementation at east crosswalk.
- S02 Add nearside signal at all approaches.
- S03 Optimize signal timing to incorporate LPIs and maximize flow.

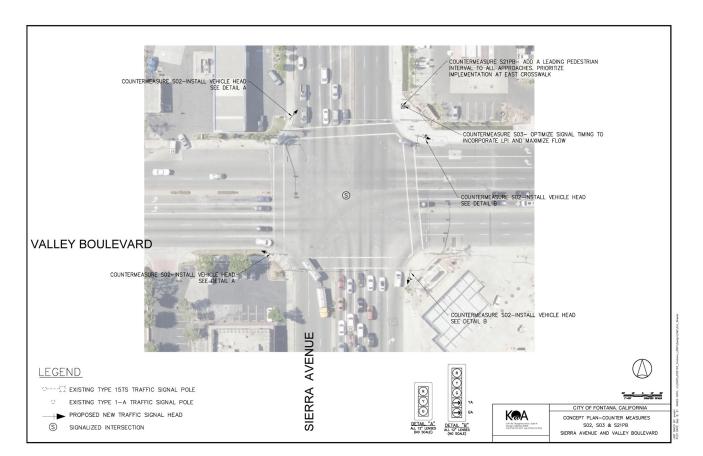


Figure 6.9: Recommended Improvements – Sierra Avenue & Valley Boulevard

6.4.2 Arrow Boulevard and Locust Avenue

As shown in **Figure 6.10**, all legs of Arrow Boulevard and Locust Avenue provide one lane in each direction with a left-turn lane at the signalized intersection. There are right-turn pockets on the southbound and eastbound approaches. The eastbound and westbound approaches on Arrow Boulevard provide a bike lane in each direction, and on-street parking is not allowed except on northbound Locust Avenue north of the intersection. Arrow Boulevard has a speed limit of 35 mph and Locust Avenue has a speed limit of 40 mph. ADA ramps and standard crosswalks exist on all legs of the intersection. Commercial zoning exists both north and south of the intersection with residential existing on the southwest corner.



Figure 6.10: An Aerial View of the intersection of Arrow Boulevard and Locust Avenue

Source: Google (2021)

A total of 32 collisions occurred at the intersection of Arrow Boulevard and Locust Avenue from January 2016 and December 2020. The intersection ranks 69th by total collision frequency and 3rd by the EPDO method. The top collision types consisted of broadside (13), sideswipe (5), and rear end and vehicle/pedestrian (1). The most common primary collision factors are unsafe speed (14), automobile right of way (5), and improper turning (4). A total of 24 collisions occurred during daylight conditions and seven collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and one collision with a bicyclist. **Figure 6.11** shows collision statistics for this intersection.

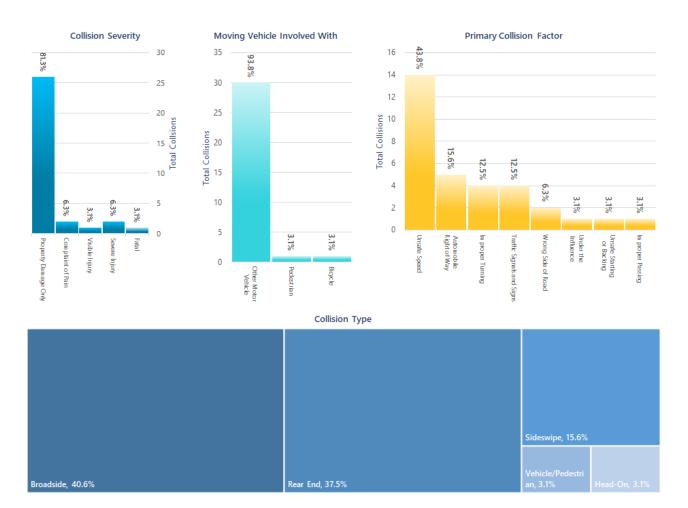


Figure 6.11: Collision Statistics – Arrow Boulevard & Locust Avenue

The following safety countermeasures could be considered in this intersection and are shown in **Figure 6.12.**

- R32PB Add bike lanes on Locust Avenue from Arrow Boulevard to Pacific Electric trail
- Correct signing and striping on eastbound approach to intersection (right-turn lane should be marked)
- Install right-turn lane in westbound direction.

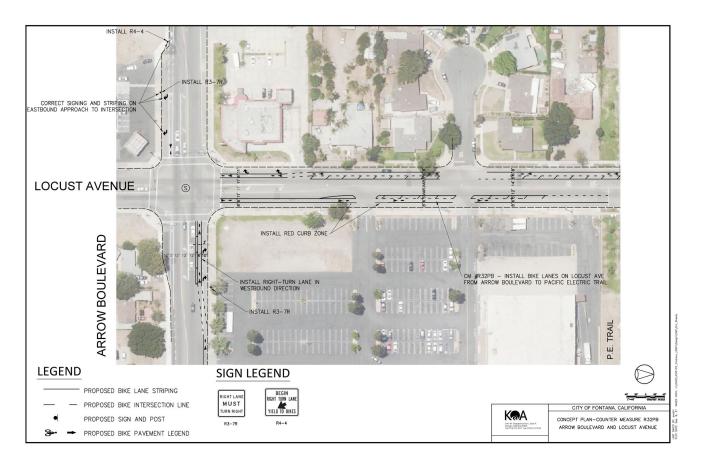


Figure 6.12: Recommended Improvements – Arrow Boulevard & Locust Avenue

6.4.3 Baseline Avenue and Mango Avenue

As shown in **Figure 6.13**, Baseline Avenue provides three lanes in each direction with a left-turn lane at the signalized intersection. Mango Avenue provides one lane in each direction with a left-turn lane at the intersection. There is a single right-turn pocket on the northbound approach of Mango Avenue. There are no bike lanes and on-street parking is only allowed on Mango Avenue. Baseline Avenue has a speed limit of 45 mph and Mango Avenue has a speed limit of 40 mph. ADA ramps and standard crosswalks exist on all legs of the intersection. Residential uses exists on all corners of the intersection. The northwest corner is currently a vacant lot.



Figure 6.13: An Aerial View of the intersection of Baseline Avenue & Mango Avenue

Source: Google (2021)

A total of 36 collisions occurred at the intersection of Baseline Avenue and Mango Avenue from January 2016 and December 2020. The intersection ranks 55th by total collision frequency and 7th by the EPDO score. The top collision types consisted of broadside (14), rear end (7), and sideswipe (6). The most common primary collision factors are unsafe speed (10), traffic signals and signs (10), and improper turning (7). A total of 22 collisions occurred during daylight conditions and 12 collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and one collision with a bicyclist. **Figure 6.14** shows collision statistics for this intersection.

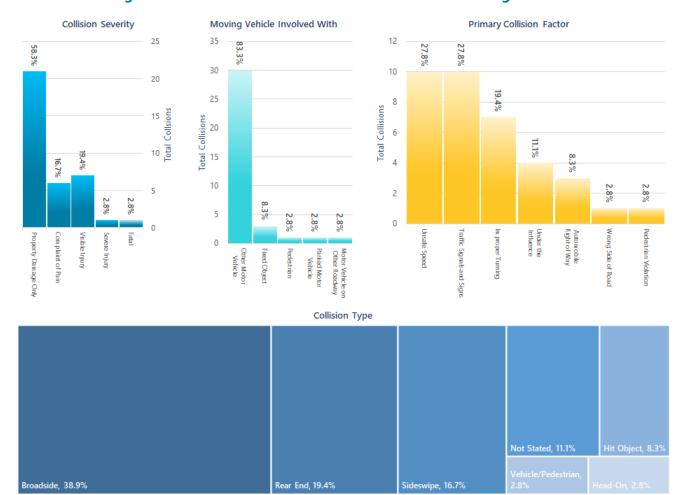


Figure 6.14: Collision Statistics – Baseline Avenue & Mango Avenue

The following safety countermeasures could be considered in this intersection and is shown in **Figure 6.15**.

• S02 – Add nearside signal on east approach and west approach. Remove any trees on west approach which may block nearside signal.

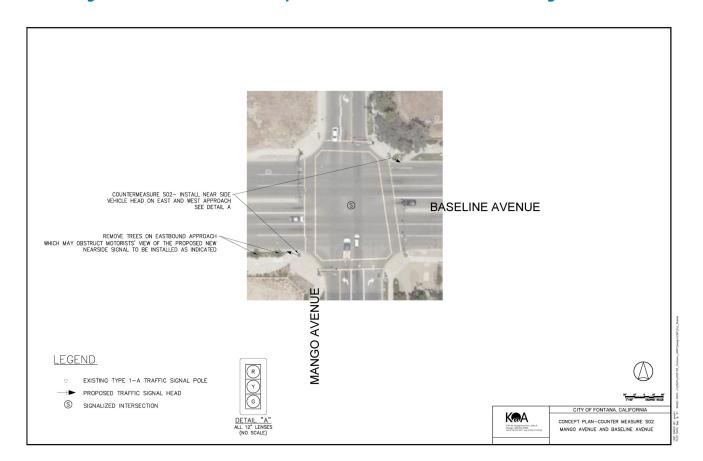


Figure 6.15: Recommended Improvements – Baseline Avenue & Mango Avenue

6.4.4 Jurupa Avenue and Sierra Avenue

As shown in **Figure 6.16**, Sierra Avenue has either two or three through lanes in each direction. All directions have dual left turn lanes and single right turn lanes. There are no bike lanes and on-street parking is not allowed. Sierra Avenue has a speed limit of 50 mph and Jurupa Avenue has a speed limit of 45 mph. ADA ramps and standard crosswalks exist on all legs of the intersection. Residential uses exists along the northwest, southeast, and southwest corners of the intersection. Commercial uses, where a shopping center currently exists, is on the northeast corner.

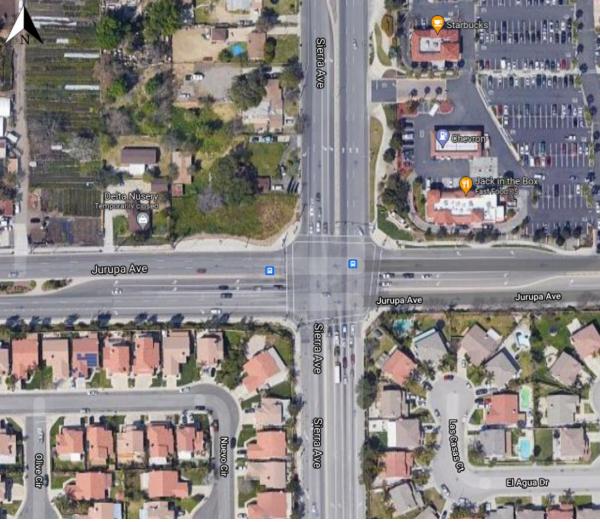


Figure 6.16: An Aerial View of the intersection of Jurupa Avenue and Sierra Avenue

Source: Google (2021)

A total of 68 collisions occurred at the intersection of Jurupa Avenue and Sierra Avenue from January 2016 and December 2020. The intersection ranks 16th by total collision frequency and 18th by the EPDO score. The top collision types consisted of rear end (34), sideswipe (12), and broadside (9). The most common primary collision factors are unsafe speed (39), improper turning (13), and traffic signals and signs (7). A total of 45 collisions occurred during daylight conditions and 21 collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and zero collisions occurred with a bicyclist. **Figure 6.17** shows collision statistics for this intersection.

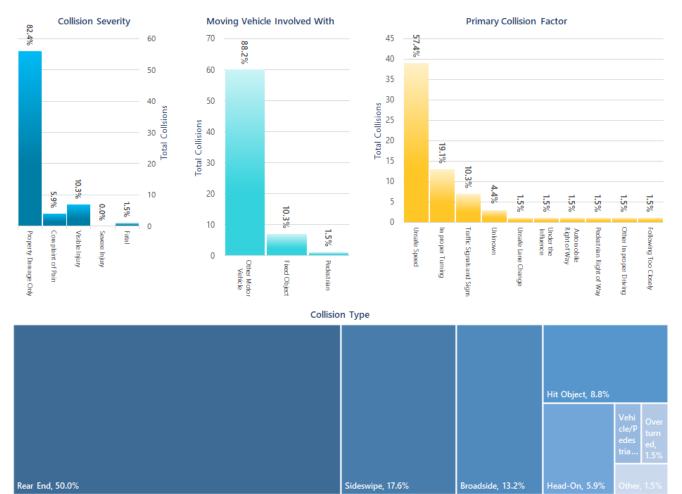


Figure 6.17: Collision Statistics – Jurupa Avenue & Sierra Avenue

The following safety countermeasures could be considered in this intersection and are shown in **Figure 6.18**.

• S03 – Extend red clearance time for northbound and southbound directions. Review signal timing and optimize for efficient operation.

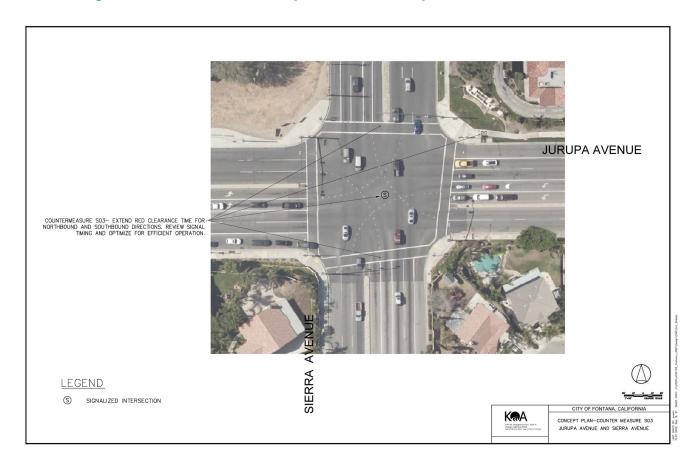


Figure 6.18: Recommended Improvements – Jurupa Avenue & Sierra Avenue

6.4.5 Sierra Avenue and Orange Way

As shown in **Figure 6.19**, Sierra Avenue provides two lanes in each direction with a left-turn lane at the signalized intersection. Orange Way provides one lane in the westbound direction and two lanes in the eastbound direction. Both eastbound and westbound approaches have left-turn lanes. Both northbound and westbound approaches have right-turn pockets. There are bike lanes on Orange Way, west of Sierra Avenue, and on-street parking is allowed on Sierra Avenue, north of Orange Way, on the north side of Orange Way west of Sierra Avenue, and on Orange Way east of Sierra Avenue. Sierra Avenue has a speed limit of 30 mph and Orange Way has a speed limit of 35 mph. ADA ramps and decorative (pavers) marked crosswalks exist on all legs of the intersection. Commercial uses exists on the northeast corner. On the southwest corner sits a park and a transit hub. Residential uses in the form of apartments occupy the remaining northwest and southeast corners.



Figure 6.19: An Aerial View of the intersection of Sierra Avenue and Orange Way

Source: Google (2021)

A total of 24 collisions occurred at the intersection of Sierra Avenue and Orange Way from January 2016 and December 2020. The intersection ranks 95th by total collision frequency and 48th by the EPDO score. The top collision types consisted of rear end (16), sideswipe (5), and broadside (2). The most common primary collision factors are unsafe speed (15) and improper turning (6). A total of 19 collisions occurred during daylight conditions and five collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and one collision with a bicyclist. **Figure 6.20** shows collision statistics for this intersection.

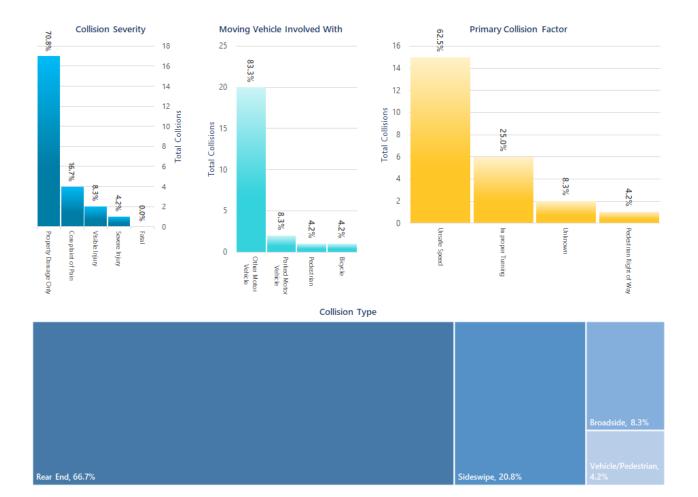


Figure 6.20: Collision Statistics – Sierra Avenue & Orange Way

The following safety countermeasures could be considered in this intersection and are shown in **Figure 6.21**.

- S02 Add nearside signal heads on all approaches.
- S03 Signal cycle is unusually long. There are non-standard responses during Metrolink crossings south of the intersection, such as cancelling pedestrian activation that is safe to occur despite the train crossing. Comprehensively review signal timing.
- R32PB Add bike lane in both directions on Orange Way east of Sierra Avenue (bike lane currently terminates on the west side of Sierra Avenue).
- Add limit lines on each approach.

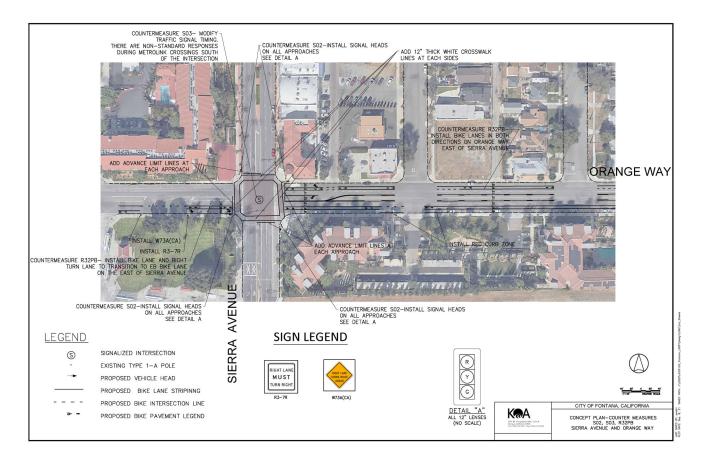


Figure 6.21: Recommended Improvements – Sierra Avenue & Orange Way

6.4.6 Arrow Boulevard and Oleander Avenue

As shown in **Figure 6.22**, the east and west legs of Arrow Boulevard and Oleander Avenue provide two lanes in each direction with a left-turn lane at the intersection, while the north and south legs provide just one through lane in each direction. There are no striped right-turn pockets at the intersection. There are no bike lanes and on-street parking is allowed on all sides of the intersection. Arrow Boulevard has a speed limit of 35 mph and Oleander Avenue has a speed limit of 40 mph. There are ADA ramps on all corners and standard crosswalks except for the east leg. Apartment complexes are the primary land use surrounding this intersection, with some strip mall retail on the northeast and southeast corner.

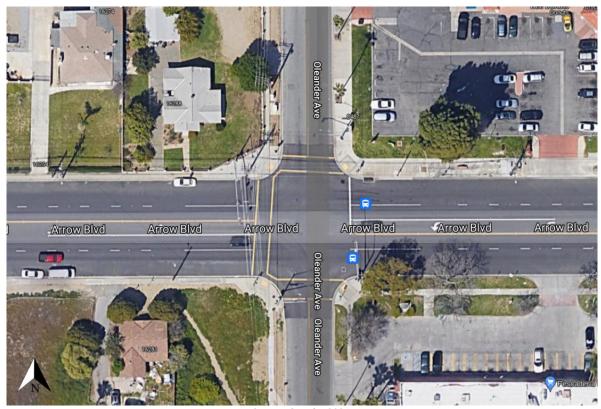


Figure 6.22: An Aerial View of the intersection of Arrow Boulevard and Oleander Avenue

Source: Google (2021)

A total of 29 collisions occurred at the intersection of Arrow Boulevard and Oleander Avenue from January 2016 and December 2020. The intersection ranks 74th by total collision frequency and 35th by the EPDO score. The top collision types consisted of broadside (12), rear end (9), and sideswipe (8). The most common primary collision factors are unsafe speed (8), improper turning (7), and traffic signals and signs (4). A total of 23 collisions occurred during daylight conditions and five collisions occurred at this intersection under the dark – with street lights condition. There were two collisions involving pedestrians and two collisions involving bicyclists. **Figure 6.23** shows collision statistics for this intersection.

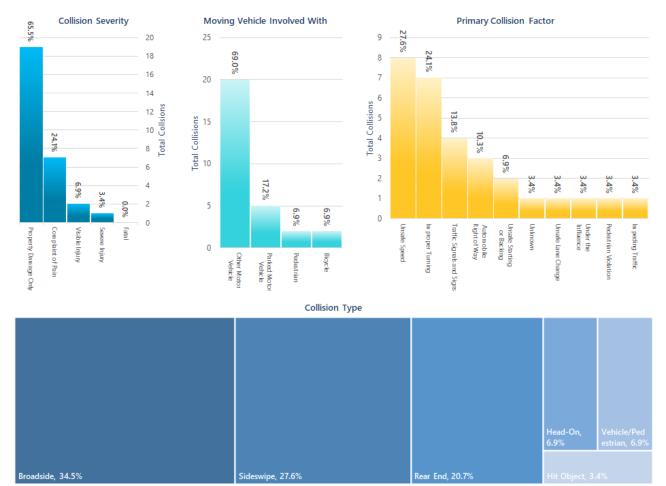


Figure 6.23: Collision Statistics – Arrow Boulevard and Oleander Boulevard

The following safety countermeasure that could be considered in this intersection are shown in **Figure 6.24**.

• S02 – Install nearside signal on all approaches.

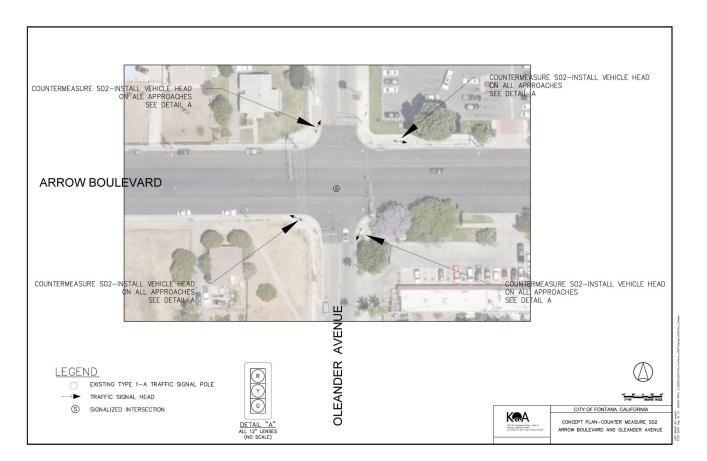


Figure 6.24: Recommended Improvements – Arrow Boulevard and Oleander Boulevard

6.4.7 Beech Avenue and Valley Boulevard

As shown in **Figure 6.25**, Beech Avenue provides one lane in each direction with no left-turn lanes. Valley Boulevard provides two lanes in each direction with a left-turn lane. The intersection is two-way stop-controlled in the northbound and southbound approaches. There is a striped right-turn pocket on the southbound approach of Beech Avenue. There are no bike lanes and on-street parking is allowed north of the intersection on Beech Avenue and west of the intersection on Valley Boulevard. Beech Avenue has a speed limit of 40 mph and Valley Boulevard has a speed limit of 45 mph. ADA ramps only exist on the northwest corner and there are no standard crosswalks at the intersection. A mix of commercial and light industrial uses are located at the four corners of the intersection.



Figure 6.25: An Aerial View of the intersection of Beech Avenue and Valley Boulevard

Source: Google (2021)

A total of 29 collisions occurred at the intersection of Beech Avenue and Valley Boulevard from January 2016 and December 2020. The intersection ranks 8th by total collision frequency and 1st by the EPDO score. The top collision types consisted of broadside (22) and sideswipe (3). The most common primary collision factors are automobile right of way (19), improper turning (2), traffic signals and signs (2), and unsafe speed (2). A total of 20 collisions occurred during daylight conditions and seven collisions occurred at this intersection under the dark – with street lights condition. In total one collision involved a pedestrian and one collision with a bicyclist at the intersection. **Figure 6.26** shows collision statistics for this intersection.

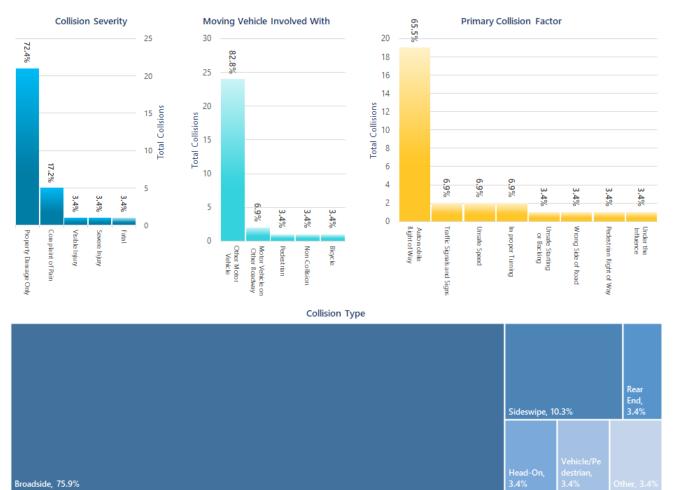


Figure 6.26: Collision Statistics – Beech Avenue & Valley Boulevard

The following safety countermeasures could be considered in this intersection and are shown in **Figure 6.27**.

• NS03 – Install traffic signal (warrant provided in Appendix E)

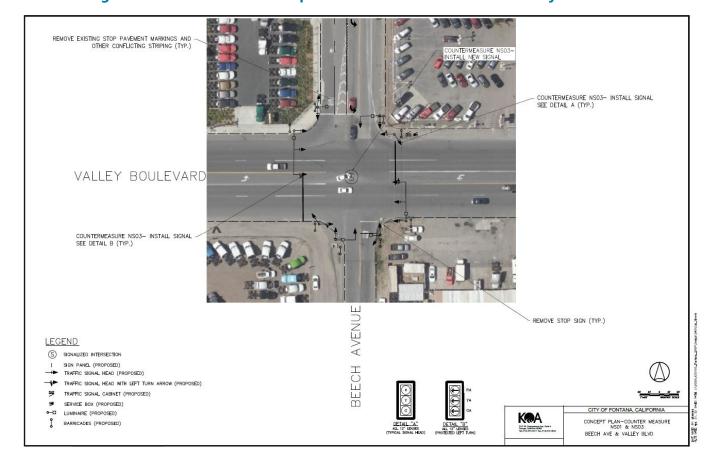


Figure 6.27: Recommended Improvements – Beech Avenue & Valley Boulevard

6.4.8 Cherry Avenue and Village Drive

As shown in **Figure 6.28**, Cherry Avenue provides two lanes in each direction with a left-turn lane and Village Drive provides one lane in each direction with a left-turn lane. The intersection is four-way stop-controlled. Village Drive westbound movement terminates at the Oakcrest Apartments, west end of the intersection. There are right-turn pockets on the northbound approaches of Cherry Avenue and the southbound approach of Village Drive. There are no bike lanes and on-street parking is not allowed on either direction. Cherry Avenue has a speed limit of 35 mph and Village Drive has a speed limit of 35 mph. Crosswalks are present on the south and east legs of the intersection. Residential uses exists on southwest, northwest, and northeast corners of the intersection. A shopping center exists at the southeast corner.



Figure 6.28: An Aerial View of the intersection of Cherry Avenue and Village Drive

Source: Google (2021)

A total of 17 collisions occurred at the intersection of Cherry Avenue and Village Drive from January 2016 and December 2020. The intersection ranks 38th by total collision frequency and 3rd by the EPDO score. The top collision types consisted of broadside (11), rear end (2), and sideswipe (2). The most common primary collision factors are traffic signals and signs (6), automobile right of way (4), and improper turning (3). A total of 11 collisions occurred during daylight conditions and six collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and zero collisions with a bicyclist. **Figure 6.29** shows collision statistics for this intersection.



Figure 6.29: Collision Statistics - Cherry Avenue & Village Drive

A roundabout and a new traffic signal were both considered as safety improvements at this location. Due to intersection geometrics, it was determined that a roundabout would not be appropriate for the intersection. A signal warrant was conducted for the location. Counts were collected on January 25, 2022. The intersection passed Warrant 7 for a new traffic signal when following interim guidance released by the FHWA in 2017. The warrant can be found in Appendix E. The following safety countermeasure could be considered at this intersection and is shown in **Figure 6.30**.

NS03 – Install signal

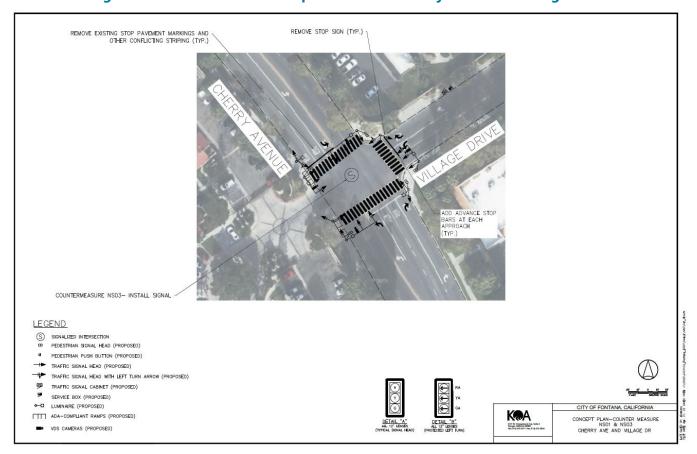


Figure 6.30: Recommended Improvements – Cherry Avenue & Village Drive

6.4.9 Hemlock Avenue and Slover Avenue

As shown in **Figure 6.31**, Hemlock Avenue provides a single lane in each direction with no left-turn lanes. Slover Avenue provides two lanes in each direction with a left-turn lane. The intersection is two-way stop-controlled with the control on northbound and southbound approaches. There are no right-turn pockets at the intersection. There are no bike lanes and on-street parking is allowed on Hemlock Avenue. Slover Avenue has a speed limit of 45 mph and Hemlock Avenue has a speed limit of 35 mph. ADA ramps exist on all corners of the intersection except on the southwest corner. There are no marked crosswalks at the intersection. Residential uses exists the northeast corner. A village market is located on the northwest corner. On the southeast corner is a large parking lot for auto auctions. The southwest corner is a vacant industrial lot.



Figure 6.31: An Aerial View of the intersection of Hemlock Avenue and Slover Avenue

Source: Google (2021)

A total of 26 collisions occurred at the intersection of Hemlock Avenue and Slover Avenue from January 2016 and December 2020. The intersection ranks 12th by total collision frequency and 10th by the EPDO score. The top collision types consist of broadsides (15) and sideswipes (5). The most common primary collision factors are automobile right of way (15) and unsafe speeds (4). A total of 19 collisions occurred during daylight conditions and five collisions occurred at this intersection under the dark – with street lights condition. There are no collisions involving pedestrians or bicyclists. **Figure 6.32** shows collision statistics for this intersection.

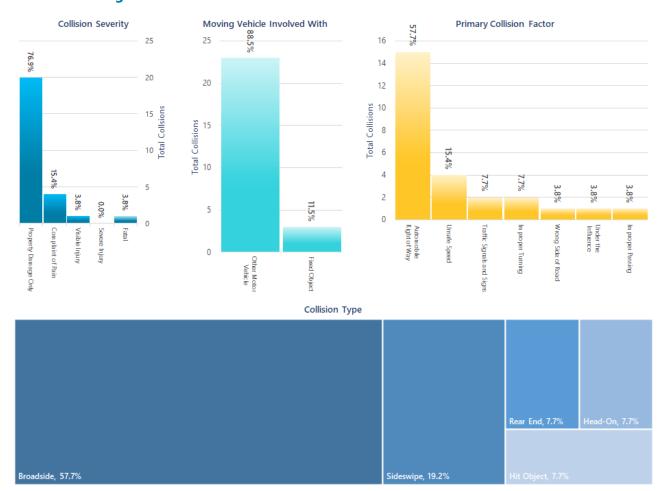


Figure 6.32: Collision Statistics – Hemlock Avenue & Slover Avenue

The following safety countermeasure could be considered in this intersection and is shown in **Figure 6.33**.

• NS03 – Install traffic signal (warrant located in Appendix E)

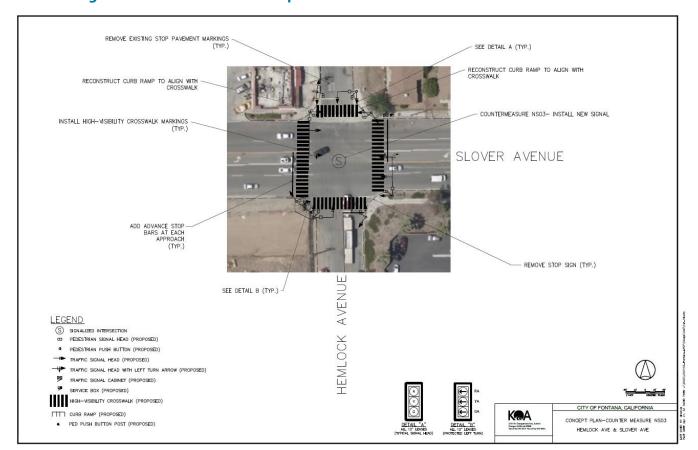


Figure 6.33: Recommended Improvements – Hemlock Avenue & Slover Avenue

6.4.10 S. Highland Avenue and Knox Avenue

As shown in **Figure 6.34**, all legs of S. Highland Avenue and Knox Avenue provide a single lane in each direction with a two-way left-turn lane in the center (with no left-turn arrow markings). The intersection is two-way stop-controlled with the control on the northbound and southbound approaches. There are no marked right turn lanes at this intersection. There are bike lanes on both sides of the street beginning west of the intersection, but not approaching the intersection on any leg. On-street parking is not permitted. S. Highland Ave has a speed limit of 45 mph and Knox Avenue has a speed limit of 35 mph. There are no marked crosswalks or ADA ramps at the intersection. The intersection is primarily surrounded by vacant land, with low-density residential uses nearby.



Figure 6.34: An Aerial View of the intersection of S Highland Ave & Knox Ave

Source: Google (2021)

A total of 18 collisions occurred at the intersection of S. Highland Avenue and Knox Avenue from January 2016 and December 2020. The intersection ranks 34th by total collision frequency and 8th by the EPDO score. The most common collision types include broadsides (5), hit object (3), and overturned (2). The most common primary collision factors are automobile right of way (9) and unsafe speed (4). A total of 15 collisions occurred during daylight conditions and three collisions occurred at this intersection under the dark – with street lights condition. In total one collision was involved with a pedestrian and no collisions occurred with a bicyclist. **Figure 6.35** shows collision statistics for this intersection.

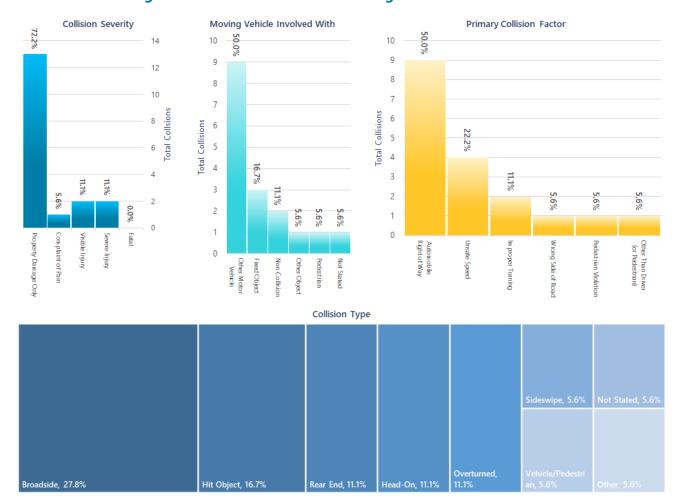


Figure 6.35: Collision Statistics – S Highland Ave & Knox Ave

The following safety countermeasure could be considered in this intersection and is shown in **Figure 6.36**.

• NS18 – Convert existing two-way left-turn lane on the east and west legs of the intersection to dedicated left-turn lanes with appropriate striping and tapers.

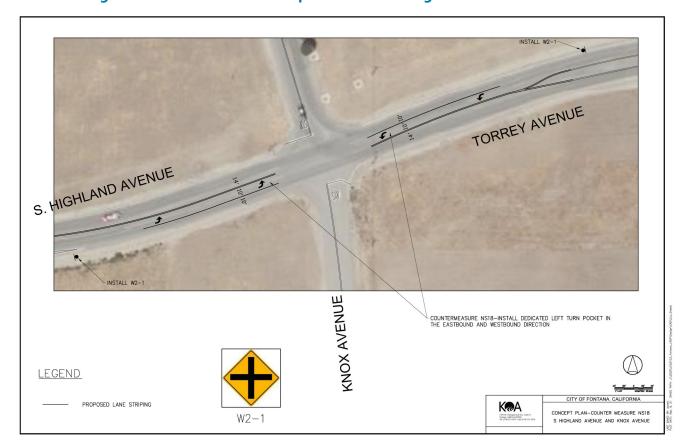


Figure 6.36: Recommended Improvements – S Highland Ave & Knox Ave

7.0 NON-ENGINEERING SAFETY MEASURES

This section presents the non-infrastructure solutions to Fontana roadway safety needs. The programs will promote safe behavior in each plan's identified transportation safety emphasis areas through education, law enforcement, and encouragement.

7.1 YOUNG DRIVERS

The collision analysis revealed that drivers under the age of 25 were at fault for more than a quarter of the collisions in Fontana. Younger drivers' relative lack of experience and judgment¹ makes them more likely to engage in risky behaviors, such as speeding or distracted driving. In Fontana, nearly 98 percent of households own at least one vehicle, and motorists are more inclined to acquire licenses at an earlier age as the City has few alternatives for travel. Therefore, educating young drivers on the importance of safe driving practices is a key pillar of the city's LRSP.

Youth drunk driving is a problem worth examining on its own. The collision data indicated that drivers under 25 were associated with 35 percent of DUI collisions in Fontana. Drivers younger than 21, the minimum legal drinking age in California, were associated with 7 percent of DUI collisions. The City may consider implementing programs warning youth about the dangers of drinking and driving.

The following safety (non-engineering) programs or program elements can be considered to address young drivers' safety risks.

7.1.1 Education

- Incentivize teens to attend the Start Smart Program² at the local Fontana California Highway Patrol (CHP) office.
- Expand the Healthy Fontana initiative to include information and programs related to making smart choices with drinking and driving.
- The Fontana Unified School District can consider incorporating Every 15 Minutes³ into the curriculum. The Every 15 Minutes program is a two-day program focusing on high school juniors and seniors. The program challenges them to think about drinking, driving, personal safety, the responsibility of making decisions, and the impact their decisions have on their family, friends, and community. The Every 15 Minutes program is funded through the California Office of Traffic Safety, and the California Highway Patrol provides mini-grants to schools to implement the Every 15 Minutes program.

7.1.2 Enforcement

- Monitor local liquor stores and bars suspected of selling alcohol to minors.
- Set up police checkpoints at night to enforce DUI and California's Graduated Licensing Law. The Graduated Licensing Law prohibits children under age 18 from driving with someone under the age of 21 between 11 pm and 5 am without an adult (25 years or older) supervising.
- Provide training to sheriffs for finding DUIs and other driving behaviors.

¹ Johnson, "Why Is 18 the Age of Adulthood If the Brain Can Take 30 Years to Mature?" https://bigthink.com/mind-brain/adult-brain

² Start Smart Program, https://www.chp.ca.gov/programs-services/programs/youth-programs/start-smart-driving-smart-to-stay-safe

³ https://www.chp.ca.gov/programs-services/programs/youth-programs/every-15-minutes

7.1.3 Funding Sources

Table 7.1 presents potential funding sources for programs addressing safety challenges faced by young drivers.

Table 7.1: Young Driver Program Funding Sources

DESCRIPTION	RESPONSIBLE AGENCY	FUNDING SOURCE
EDUCATION		
Incentivize attendance of the Start Smart Program.	San Bernardino County Sheriff's Department, California Highway Patrol, Fontana Unified School District	OTS Grants
Expand Healthy Fontana's offerings to address drinking and driving.	San Bernardino County Sheriff's Department, Fontana Unified School District	OTS Grants
Establish and stage an Interactive Simulation program for high school students – Every 15 Minutes. The Interactive Simulation program aims to challenge high school juniors and seniors about drinking, driving, and mature decision-making.	Fontana Unified School District	OTS Grants
ENFORCEMENT		
Monitor local liquor stores and bars suspected of selling alcohol to minors.	City of Fontana, San Bernardino County Sheriff's Department	OTS Grants
Set up police checkpoints at night to enforce California's Graduated Licensing Law.	San Bernardino County Sheriff's Department	OTS Grants

7.2 REAR-ENDS AND SPEEDING

Speeding contributes significantly to crash frequency and severity. For instance, a car hitting a pedestrian is eight times more likely to kill that pedestrian when moving at 40 miles per hour than when moving at 20 miles per hour. In the local context, speeding is the most common primary collision factor and the most frequent cause of rear-end crashes. Driving at unsafe speeds caused 77 percent of total rear-end crashes that occurred in Fontana.

The following safety (non-engineering) programs or program elements can be considered to address rear ends and speeding-related crashes.

7.2.1 Education

• Create a social media campaign to help drivers become more aware of how their speed impacts the risk of death for vulnerable road users.

7.2.2 Enforcement

- Install radar speed feedback signs at periodic intervals along arterials with reported speeding. These technologies display passing drivers' travel speed below a sign with the posted speed limit, thus showing whether drivers are traveling over the speed limit^{4,5}.
- Deploy police officers equipped with radar or LIDAR technology at strategic locations to ticket speeding drivers.

7.2.3 Funding Sources

Table 7.2 presents potential funding sources for the programs addressing Rear-ends and Speeding.

Table 7.2: Rear-end and Speeding Program Funding Sources

DESCRIPTION	RESPONSIBLE AGENCY	FUNDING SOURCE						
EDUCATION								
Create a social media campaign.	City of Fontana	OTS Grants						
ENFORCEMENT								
Install Active Speed Monitors or Speed Trailers at periodic intervals along arterials with reported speeding.	Los Angeles County Sheriff's Department	OTS Grants, Advanced Transportation and Congestion Management Technologies Deployment Program						
Deploy police officers equipped with radar or LIDAR technology at strategic locations to ticket speeding drivers.	Los Angeles County Sheriff's Department	OTS Grants						

7.3 PEDESTRIANS AND BICYCLISTS

Collisions with pedestrians and bicycles are responsible for 33 percent of deaths related to collisions in Fontana. While the severity of some crashes can be reduced through changing roadway design or by better educating motorists about their behavior, measures to improve the safety awareness of pedestrians and bicyclists can also help.

The following safety (non-engineering) programs or program elements can be considered to address pedestrian and bicycle crashes:

7.3.1 Education

- Support adult bicycle rider skills classes, such as those offered by the League of American Bicyclists.
- Offer student pedestrian and bicycle traffic safety education in schools. Lessons related to walking
 can include the danger of walking with distractions, while bicycle lessons can include helmet and
 bicycle fit, hand signals, and riding safely with traffic.

⁴ SRTS Guide: Active Speed Monitors. (2015, July). http://guide.saferoutesinfo.org/enforcement/active_speed_monitor.cfm

⁵ SRTS Guide: Speed Trailers. (2015, July). http://guide.saferoutesinfo.org/enforcement/speed trailer.cfm

 Promote a billboard or social media campaign to "walk and bike smart" and ride in the same direction as traffic.

7.3.2 Enforcement

- Offer diversion classes for bicycle riders who have been cited for traffic violations. These classes would help bicyclists learn about rights and responsibilities.
- Offer free bicycle helmets or lights and schools or community centers.

7.3.3 Funding Sources

Table 7.3: Pedestrian and Bicycle Program Funding Sources

DESCRIPTION	RESPONSIBLE AGENCY	FUNDING SOURCE
EDUCATION		
Support adult bicycle rider skills classes.	City of Fontana, League of American Bicyclists	OTS Grants
Offer student pedestrian and bicycle traffic safety education.	Fontana Unified School District	OTS Grants
Promote a billboard or social media campaign.	City of Fontana	OTS Grants
ENFORCEMENT		
Offer diversion classes for bicycle riders.	City of Fontana, San Bernardino County Sheriff's Department	OTS Grants
Offer free bike helmets or lights.	City of Fontana	OTS Grants

7.4 EMERGENCY VEHICLES

A total of 50 collisions were related to an emergency vehicle in Fontana from 2016 to 2020. The City has contracted with the San Bernardino County Fire Protection District to provide all fire and emergency medical service needs.

Emergency Vehicle Preemption (EVP) systems may not be provided at all major intersections in the City. Signal preemption allows emergency vehicles to interrupt a normal signal cycle in order to proceed through the intersection more quickly and under safer conditions. An EVP system may assist emergency vehicles traveling through traffic prone areas when responding to an emergency call. Implementation of the EVP system citywide may improve the emergency response team's response time.

8.0 SAFETY PROJECTS

This section provides the project scope, collision reduction benefits calculation, cost estimation, and Benefit to Cost (B/C) ratio analysis. This section also discusses and summarizes the project prioritization for the HSIP application.

8.1 PROJECT SCOPES ANDBENEFIT CALCULATIONS

The development of project scopes involves identifying one or more specific countermeasures at potential locations for safety improvements. Expected benefits are derived by applying the proposed countermeasures and corresponding Crash Reduction Factors (CRFs) to the expected crashes. This involves:

- Identifying the current number of crashes without treatment
- Applying CRFs by type and severity
- Applying a benefit value by crash severity
- Calculating the annual collision reduction benefits and multiplying by the project life in years

Caltrans has established some key requirements and procedures for its calls-for-projects to allow agencies maximum flexibility in combining countermeasures and locations into a single project while ensuring all projects can be consistently ranked on a statewide basis. These include:

- Only a maximum of three individual countermeasures can be utilized in the B/C ratio for a project.
- For a countermeasure to be utilized in the B/C ratio calculations, it must represent a minimum of 15 percent of the project's total construction cost. This is intended to ensure that minor and insignificant project elements are not misrepresented to the agency's major safety effort.

An engineer determining the benefits of newly installed infrastructure first determines the number of collisions with the potential to be prevented by the improvement. The engineer then applies the CRF, which gives the rough percentage of crashes that would be prevented. The next step in estimating the overall benefit of a proposed improvement project is multiplying the expected reduction in crashes by a generally accepted value for the "cost" of crashes. The expected "benefit" value for a project is the expected "reduction in costs" value from reducing future crashes. The source for the costs by collision severity level was taken from Appendix D of the Caltrans Local Roadway Safety Manual:

- Fatal and Severe Injury Combined (KA)- Signalized Intersection \$1,590,000
- Fatal and Severe Injury Combined (KA)- Non-Signalized Intersection \$2,530,000
- Fatal and Severe Injury Combined (KA)- Roadway \$2,190,000
- Evident \$142,300
- Possible Injury- Complaint of Pain (C) \$80,900
- Property Damage Only (O) \$13,300

The final step in calculating the total safety project benefits is to divide the benefits by the number of years the collision data was collected (five years for this project) and multiply this value by the project life

in years.

The safety project scopes are listed in **Table 8.1**, including the applicable countermeasure category for each improvement and benefits calculated according to the method above.

Table 8.1: Safety Project Scopes

Project 1: Sierra Avenue & Valley Boulevard

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
S02	Upgrade signal hardware	Add nearside signal at all approaches.	All	15%	10	259
S03	Modify traffic signal timing	Optimize signal timing to incorporate LPIs and maximize flow.	All	15%	10	259
S21PB	Install leading pedestrian indicator (LPI0)	Add a leading pedestrian interval to all approaches. Prioritize implementation at east crosswalk.	P&B	60%	10	18

Project 2: Arrow Boulevard & Locust Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
R32PB	Install bike lanes	Add bike lanes on Locust Avenue from Arrow Boulevard to Pacific Electric trail.	P&B (bike)	35%	20	2
CUSTOM		Correct signing and striping on eastbound approach to intersection (right-turn lane should be marked).				
CUSTOM		Install right-turn lane in westbound direction.				

Project 3: Baseline Avenue & Mango Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
S02	Upgrade signal hardware	Add nearside signal on east approach and west approach. Remove any trees on west approach which may block nearside signal.	All (EB & WB)	15%	10	19

Project 4: Jurupa Avenue & Sierra Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
S03	Modify traffic signal timing	Extend red clearance time for northbound and southbound directions. Review signal timing and optimize for efficient operation.	All (NB & SB)	15%	10	54

Project 5: Sierra Avenue & Orange Way

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
S02	Upgrade signal hardware	Add nearside signal heads on all approaches.	All	15%	10	25
S03	Modify traffic signal timing	Signal cycle is unusually long. There are non-standard responses during Metrolink crossings south of the intersection, such as cancelling pedestrian activation that is safe to occur despite the train crossing. Comprehensively review signal timing.	All	15%	10	25
R32PB	Install bike lanes	Add bike lane in both directions on Orange Way east of Sierra Avenue (bike lane currently terminates on the west side of Sierra Avenue).	P&B (bike)	35%	20	1
CUSTOM		Add limit lines at each approach.				

Project 6: Arrow Boulevard & Oleander Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
S02	Upgrade signal hardware	Install nearside signal on all approaches.	All	15%	10	30

Project 7: Beech Avenue & Valley Boulevard

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
NS03	Install signal	Conduct warrant to install signal.	All	30%	20	31

Project 8: Cherry Avenue & Village Drive

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
NS03	Install signal	Install signal at this location.	All	30%	20	44

Project 9: Hemlock Avenue & Slover Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
NS03	Install signal	Install signal at this location.	All	30%	20	44

Project 10: Highland Avenue & Knox Avenue

CM #	Countermeasure Names	Names Description		CRF	Project CRF Life (Years)	No. of Preventable Collisions
NS18	Install left-turn lane	Install dedicated left-turn lane in the EB and WB direction.	All (EB & WB)	35%	20	14

Project 11: Foothill Boulevard from West Boundary to Citrus Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
R15	Widen shoulder	Widen shoulder from Hemlock to Almeria Avenue. Complete after replacing Pacific Electric bridge, elevating roadway, and demolishing tunnel.	All	30%	20	R15
R18	Flatten crest vertical curve	Improve sight distance by raising street and eliminating need for vertical curve (complete after finishing new	All	25%	20	R18

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
	Pacific Electric railway bridge and demolishing tunnel).					
R33PB	Install separated bike lanes	Install separated bike lanes with 2' buffer between Hemlock Avenue and Almeria Avenue.	P&B (bike)	45%	20	R33PB
R34PB	Install sidewalk	Construct sidewalk where missing from Hemlock Avenue to Almeria Avenue.	P&B	80%	20	R34PB

<u>Project 12: Valley Boulevard from Eitwanda Avenue to East Boundary</u>

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
R32PB	Install bike lanes	Add bike lanes from Banana Avenue to Alder Avenue. Keep parking if there is sufficient width to install with parking, if not, remove parking lane and restrict vehicles from parking and add bike lane. Use bike lane as opportunity to establish an edge line in corridors where roadway width is over 80 feet.	P&B (bike)	35%	20	4

Project 13: Citrus Avenue from Arrow Boulevard to Jurupa Avenue

CM #	Countermeasure Names	Description	Collision Type	CRF	Project Life (Years)	No. of Preventable Collisions
R32PB	Install bike lanes	Install bike lanes from Arrow to Valley	P&B (bike)	35%	20	1

8.2 COST ESTIMATE

Planning-level cost estimates were developed for each countermeasure. Cost estimates were prepared based on recent bid tabulations and estimates of current construction costs consisting of unit-based cost estimates and contingencies. The costs include construction costs and include engineering and administrative costs. A contingency is added to the construction cost of each project depending on the complexity of the scope. The engineering and administration cost is assumed to be 25 percent of the total construction cost, including the contingency. The cost estimates are included in Appendix C.

8.3 BENEFIT/COST RATIO

A Benefit/Cost Ratio (BCR) is the ratio of a project's benefits relative to its costs, and both are expressed in monetary terms. The BCR is calculated by taking a project's overall benefit and dividing it by the overall project cost. Projects with a higher BCR mean greater benefits relative to costs, while a lower BCR means fewer benefits than costs.

Based on Caltrans's need for a fair, data-driven, statewide project selection process for HSIP call-for-projects, the benefit and cost calculations were completed using the same process shown in the HSIP Analyzer to calculate the B/C ratio of the project. The B/C ratios were used to identify the projects with high cost-effectiveness that may have a greater chance of receiving federal funding in Caltrans call-for-projects. **Table 8.2** summarizes the B/C ratio proposed safety projects. The benefit/cost ratio is calculated according to the HSIP Analyzer from the HSIP grant application. The detail of the safety project summary table is provided in Appendix D.

Table 8.2: Benefits/Cost Ratio Analysis by Safety Project (for HSIP eligible safety projects)

ID	Location	CM #	Countermeasure Names	Collision Benefits	Cost (\$) Estimation	Benefit/Cost Ratio (BCR)	HSIP Max Share	HSIP Amount	Local Amount
		S02	Upgrade signal hardware	\$2,847,030	\$10,336	275.45	100%	\$10,336	\$0
1	Sierra Avenue & Valley Boulevard	S03	Modify traffic signal timing	\$2,847,030	\$7,847	362.82	50%	\$3,924	\$3,924
		S21PB	Install leading pedestrian indicator (LPI)	\$5,373,840	\$7,847	684.83	100%	\$7,847	\$0
	TOTAL	\$11,067,900	\$24,628	449.40		\$20,705	\$3,924		
2	Arrow Boulevard & Locust Avenue	R32PB	Install bike lanes	\$2,226,000	\$28,309	78.63	90%	\$25,478	\$2,831
	TOTAL			\$2,226,000	\$28,309	78.63		\$25,478	\$2,831
3	Baseline Avenue & Mango Avenue	S02	Upgrade signal hardware	\$1,367,730	\$19,427	70.40	100%	\$19,427	\$0
	TOTAL			\$1,367,730	\$17,868	76.55		\$17,868	\$0
4	Jurupa Avenue & Sierra Avenue	S03	Modify traffic signal timing	\$997,800	\$7,847	127.16	50%	\$3,924	\$3,924
	TOTAL			\$997,800	\$7,847	127.16		\$3,924	\$3,924
5	Sierra Avenue & Orange	S02	Upgrade signal hardware	\$727,290	\$7,519	96.73	100%	\$7,519	\$0
	Way	S03	Modify traffic signal timing	\$727,290	\$7,847	92.68	50%	\$3,924	\$3,924

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ID	Location	CM #	Countermeasure Names	Collision Benefits	Cost (\$) Estimation	Benefit/Cost Ratio (BCR)	HSIP Max Share	HSIP Amount	Local Amount
		R32PB	Install bike lanes	\$199,220	\$37,230	5.35	90%	\$33,507	\$3,723
	TOTAL			\$1,653,800	\$52,360	31.59		\$44,737	\$7,623
6	Arrow Boulevard & Oleander Ave	S02	Upgrade signal hardware	\$808,080	\$7,519	107.47	100%	\$7,519	\$0
	TOTAL			\$808,080	\$7,519	107.47		\$7,519	\$0
7	Beech Avenue & Valley Boulevard	NS03	Install Signal	\$7,063,320	\$382,756	18.45	100%	\$382,756	\$0
	TOTAL			\$11,347,160	\$390,131	125.33		\$390,131	\$0
8	Cherry Ave & Village Drive	NS03	Install signal	\$6,864,360	\$459,876	14.93	100%	\$459,876	\$0
	TOTAL								
9	Hemlock Ave & Slover Ave	NS03	Install signal	\$5,483,520	\$412,545	13.29	100%	\$412,545	\$0
	TOTAL			\$5,483,520	\$366,617	14.96		\$366,617	\$0
10	Highland Ave & Knox Ave	NS18	Install left-turn lane	\$4,221,280	\$10,873	388.24	90%	\$9,786	\$1,087
	TOTAL			\$4,221,280	\$10,873	388.24		\$9,786	\$1,087
		R1	Add lighting	\$7,105,140	\$5,961	1191.94	100%	\$5,961	\$0
11	Foothill Blvd from West Boundary to Citrus Ave	R8	Install raised median	\$8,216,200	¢21.0E0.000	1 [1	00%	¢10.7FF.000	¢2.10F.000
		R15	Widen shoulder	\$9,859,440	\$21,950,000	1.51	90%	\$19,755,000	\$2,195,000

ID	Location	CM #	Countermeasure Names	Collision Benefits	Cost (\$) Estimation	Benefit/Cost Ratio (BCR)	HSIP Max Share	HSIP Amount	Local Amount
		R18	Flatten crest vertical curve	\$8,216,200					
		R33PB	Install separated bike lanes	\$401,760					
		R34PB	Install sidewalk	\$14,730,240					
	TOTAL			\$48,528,980	\$21,955,961	2.21		\$19,760,961	\$2,195,000
12	Valley Blvd from Etiwanda Ave to East Boundary	R32PB	Install bike lanes	\$530,320	\$394,834	1.34	90%	\$355,351	\$39,483
	TOTAL			\$530,320	\$394,834	1.34		\$355,351	\$39,483
13	Citrus Ave from Arrow Blvd to Jurupa Ave	R32PB	Install bike lanes	\$18,620	\$313,169	0.06	90%	\$281,852	\$31,317
	TOTAL			\$18,620	\$313,169	0.06		\$281,852	\$31,317

The project with the highest B/C ratio is project #1, to upgrade signal hardware, modify traffic signal timing, and install leading pedestrian indicator at the intersection of Sierra Avenue and Valley Boulevard. The project with the lowest B/C ratio if project #13, to install bike lanes on Citrus Avenue, from Arrow Boulevard to Jurupa Avenue. The calculated BCR for each project summarizes the cost-effectiveness of the 13 proposed safety projects, without considering how the project would be funded.

8.4 PROJECT PRIORITIZATION

A prioritized list of safety projects for the HSIP application was identified. The B/C ratios may be used as a guide to identifying the projects with high cost-effectiveness that have the greatest chance of receiving federal funding in Caltrans call-for-projects.

BCR is not the only guide to prioritize and implement a countermeasure. The safety project list will be used as a reference on which safety project to implement first. The implementation timeline will be dependent on the City's goals and funding eligibility. The City may choose to move forward with any of these safety projects in any order, depending on funding availability. If the applications are approved for funding, these projects should not be applied for future HSIP cycles. If the safety projects are not funded by the HSIP Cycle 11, then those projects could be considered for reapplying for funding in future cycles.

Because HSIP grants are competitive, it is typically appropriate to apply only for projects with an estimated BCR considered high. According to the HSIP grant application guidelines, a safety project needs to be at least \$100,000 and a minimum of 3.5 BCR to submit an HSIP Cycle 10 application. It is anticipated that similar minimum dollar value and BCR requirements will apply to future HSIP application cycles.

Taking the HSIP application into consideration, **Table 8.3** summarizes the BCR analysis for the safety project. The safety projects are categorized by countermeasure ID and are prioritized by BCR. The City may use the list from **Table 8.3** to determine which will be implemented based on the City's goals and funding availability.

Table 8.3: Benefits/Cost Ratio Analysis by Safety Project

Location	CM #	Countermeasure Names	Collision Benefits	Cost (\$) Estimate	BCR
Foothill Blvd from West Boundary to Citrus Ave	R1	Add lighting	\$7,105,140	\$5,961	1191.94
Sierra Ave & Valley Blvd	S21PB	Install leading pedestrian indicator (LPI0)	\$5,373,840	\$7,847	684.83
Highland Ave & Knox Ave	NS18	Install left-turn lane	\$4,221,280	\$10,873	388.24
Sierra Ave & Valley Blvd	S03	Modify traffic signal timing	\$2,847,030	\$7,847	362.82
Sierra Ave & Valley Blvd	S02	Upgrade signal hardware	\$2,847,030	\$10,336	275.45
Jurupa Avenue & Sierra Avenue	S03	Modify traffic signal timing	\$997,800	\$7,847	127.16
Arrow Boulevard & Oleander Ave	S02	Upgrade signal hardware	\$808,080	\$7,519	107.47
Sierra Ave & Orange Way	S02	Upgrade signal hardware	\$727,290	\$7,519	96.73
Sierra Ave & Orange Way	S03	Modify traffic signal timing	\$727,290	\$7,847	92.68
Arrow Boulevard & Locust Avenue	R32PB	Install bike lanes	\$2,226,000	\$28,309	78.63
Baseline Avenue & Mango Avenue	S02	Upgrade signal hardware	\$1,367,730	\$19,427	70.40

Location	CM #	Countermeasure Names	Collision Benefits	Cost (\$) Estimate	BCR
Beech Avenue & Valley Boulevard	NS03	Install Signal	\$7,063,320	\$382,756	18.45
Cherry Ave & Village Drive	NS03	Install signal	\$6,864,360	\$459,876	14.93
Hemlock Ave & Slover Ave	NS03	Install signal	\$5,483,520	\$412,545	13.29
Sierra Ave & Orange Way	R32PB	Install bike lanes	\$199,220	\$37,320	5.35
Foothill Blvd from West Boundary to Citrus Avenue	R8	Install raised median	\$8,216,200	\$21,950,000	1.51
Valley Blvd from Etiwanda Avenue to East Boundary	R32PB	Install bike lanes	\$530,320	\$394,834	1.34
Citrus Avenue from Arrow Blvd to Jurupa Ave	R32PB	Install bike lanes	\$18,620	\$313,169	0.06

The average BCR of HSIP 10 selected projects is 24.3 (the BCR cutoff was 12.0). The City can either select the eligible individual projects or group projects as a systemic improvement, as shown in **Table 8.3**, for the HSIP funding application. The City may also determine which project to be prioritized based on available funding sources, public support, and other factors.

8.5 FUNDING SOURCES

Several state and federal grant programs offer to fund engineering and non-engineering roadway safety projects. The California Department of Transportation's (Caltrans) Active Transportation Program (ATP) encourages bicycle and pedestrian use in the state by funding programs that increase bike or pedestrian mode share or improve bicycle or pedestrian safety. Caltrans also administers the Sustainable Communities Grant Program, which awards grants to municipal projects that reduce greenhouse gas emissions and support multi-modal transportation. The Sustainable Communities Program prioritizes projects that solicit stakeholder and community engagement and support state policies like the 2040 California Transportation Plan. The California Office of Traffic Safety awards grants for projects addressing any one or more of ten priority areas, including Driving Under the Influence, Distracted Driving, Pedestrian and Bicycle Safety, Police Enforcement, Safety Data Collection, and Marketing/Publicity Campaigns.

At the federal level, the Advanced Transportation and Congestion Management Technologies
Deployment Program funds technology to promote safety and efficiency in the transportation system.
The Highway Safety Improvement Program (HSIP) funds roadway improvements on any public roadway. **Table 8.4** provides a list of eligible programs and the funding sources for related to transportation safety.

Table 8.4: Transportation Safety Funding Sources Summary

Agency	Source	Eligible Programs	Areas Addressed
Federal Highway Administration (FHWA)	Highway Safety Improvement Program (HSIP)	Any work on public roads, bikeways and pedestrian paths/trails. For the most part, only engineering projects are eligible but the FAST act permits funding for data collection by law enforcement ^{1, 2} .	Data Collection
Federal Highway Administration (FHWA)	Advanced Transportation and Congestion Management Technologies Deployment Program	Funds advanced transportation and congestion management technologies to improve safety, efficiency and performance. Examples of funded project types include advanced traveler information systems and data collection and analysis efforts ³ .	Digital Enforcement; Technology Partnerships
California Department of Transportation (Caltrans)	Active Transportation Program (ATP)	Local government projects that improve the safety or increase the mode share of bicycling and walking. Additional program objectives include reducing emissions and enhancing public health ⁴ .	Bicycle and Pedestrian Education and Enforcement
California Department of	Sustainable Communities Grant	The program awards "Competitive Grants" to local governments. These grants prioritize projects that reduce Greenhouse Gas Emissions, support multi-modal transportation, involve stakeholder/	Active Transportation
Transportation (Caltrans)	Program	community engagement and support related plans like the California Transportation Plan and California Complete Streets Framework ⁵ .	Speed and Education
California Office of Traffic Safety	Office of Traffic Safety (OTS) Grants	Programs should address one of ten priority areas (six relevant ones listed to the right). Grant recipients should expect to wait up to 90 days before being reimbursed/funded, and should be able to provide traffic safety data to justify funded programs ⁶ .	Driving under the Influence of Drugs/Alcohol (DUI), Distracted Driving, Ped/Bike Safety, Police Enforcement, Roadway Safety and Data Collection, and Social Media/Marketing

Sources:

- 1. Highway Safety Improvement Program Guidelines, April 2016
- 2. Highway safety improvement program, Pub. L. No. 148, 23 US Code (2015). https://www.law.cornell.edu/uscode/text/23/148.
- 3. Advanced Transportation and Congestion Management Technologies Deployment. February 2016. https://www.fhwa.dot.gov/fastact/factsheets/advtranscongmamtfs.cfm.
- 4. 2021 Active Transportation Program Guidelines. March 25, 2020. Resolution G-20-31.
- 5. California Department of Transportation. Sustainable Transportation Planning Grant Program. December 2019.
- 6. California Office of Traffic Safety Grant Manual for Federal Fiscal Year 2020. December 2019.

APPENDIX A – INTERSECTION AND ROADWAY SEGMENT RANKING

APPENDIX B – SEGMENT PROJECT CONCEPT PLANS

APPENDIX C – SAFETY PROJECT COST ESTIMATION

APPENDIX D – COLLISION REDUCTION BENEFITS TABLE

APPENDIX E – TRAFFIC SIGNAL WARRANTS

FONTANA LOCAL ROADWAY SAFETY PLAN (LRSP): STAKEHOLDER OUTREACH AND ENGAGEMENT SUMMARY

Date: 9/7/2022

To: Jeffrey Kim, Engineering Manager – City of Fontana

From: Frank Barrera, Senior Planner – KOA Corporation

Subject: City of Fontana LRSP – Stakeholder Outreach and Engagement Summary

Various stakeholder outreach and engagement efforts were conducted during the development of the City's Local Roadway Safety Plan (LRSP). This memorandum summarizes the stakeholder outreach and engagement efforts.

Stakeholder Outreach and engagement

In addition to using analytical methods to identify locations for treatments and make recommendations, the LRSP also focuses on partnerships with the community to give input into this process and provide feedback on areas that the LRSP should focus on. Stakeholders were contacted after completing the collision analysis but before selecting emphasis areas to identify specific infrastructure improvements and programs. Stakeholders were asked to provide feedback about traffic safety issues they have observed through their work and possible approaches to resolving these issues. For the Fontana LRSP, feedback was provided by the Fontana Police Department, Omnitrans, and the Fontana Unified School District.

Fontana Police Department

A meeting with the Fontana Police Department was held on February 15, 2021. Items discussed include the following:

- Roadway segments with a history of speeding
- Intersections of concern and reasons for concern
- Street racing activity on local roadways
- Experience with newer traffic control devices such as a Flashing Yellow Arrow (FYA) and Rectangular Rapid Flashing Beacons (RRFB)
- Enforcement strategies such as pedestrian crosswalk sting operations, speed trailers, and Driving Under the Influence (DUI) checkpoints
- Collision report policy
- Ideas for improving traffic safety
- Traffic safety awareness and educational campaigns

The police department noted that pedestrian issues were most prominent on Foothill Boulevard. The police department also noted the following specific enforcement activities and campaigns currently being conducted by the City:

Primary Collision Factor (PCF) related enforcement

- Click It or Ticket
- Bicycle Safety Awareness
- Motorcycle Safety Awareness
- DUI Saturation
- Distracted Driving
- Social media educational campaign

Omnitrans

A meeting with Omnitrans was held on February 16, 2021. During the meeting, issues discussed included safety concerns with bus accessibility at particular stations, recent transit route upgrades, and areas needing safety enhancements.

Fontana Unified School District

A meeting with the Fontana Unified School District was held on February 16, 2021. Items discussed included the following:

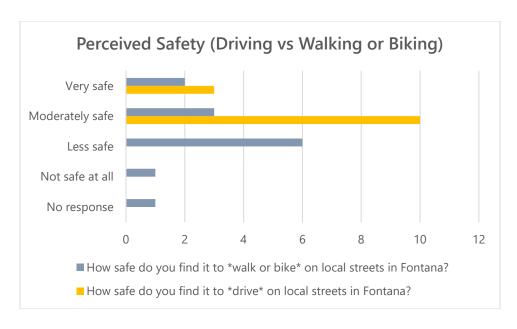
- How students travel to school
- Crossing guard information
- Driving patterns related to school drop-off or pickup
- Areas with safety concerns and the need for safety enhancements

Though the school district noted it did not have current programs to improve traffic safety, they expressed openness to adding an online program for parents or students.

Stakeholder Survey

To ensure that the recently adopted traffic safety guidelines (developed in the 2022 LRSP) involved the Fontana community, a survey was created to engage local stakeholders on their opinion of traffic safety in Fontana. The survey was posted online, via Typeform. A total of 13 survey responses were recorded from individuals representing local organizations such as SBCTA, San Bernardino County Fire Department, Fontana Chamber of Commerce, and Omnitrans. Several non-governmental organizations, with ties to the Fontana community, were also included in the survey. Of the 13 survey respondents, 12 indicated that they work in Fontana. Two respondents indicated that they both work and live in Fontana.

The survey included nine questions, asking respondents to provide their name, organization information, and connection to Fontana, as well as their opinion of roadway safety on local Fontana streets, both as a driver and a pedestrian or bicyclist. Overall, over 50% of all survey respondents viewed walking and/or biking in Fontana as "less safe" or "not safe at all." Survey respondents viewed driving more favorably (in terms of safety), with 10 respondents viewing driving in Fontana as "moderately safe" and three respondents selecting "very safe."



Survey respondents were also asked which Fontana intersections and/or roadway corridors they considered to be the least safe for pedestrians and bicyclists. Respondents could select any intersection or corridor. Seven (7) different corridors and five (5) different intersections were selected, with Sierra Avenue receiving the largest number of selections (three (3)) for "most dangerous" citywide corridor. It should be noted that the Foothill Boulevard and Citrus Avenue corridors, which were identified by survey respondents as unsafe corridors, were recommended for pedestrian and bicyclist safety improvements in the 2022 LRSP. See the table below for a full list of corridor and intersection selections.

Table 1 – Survey Results on Study Locations

Corridor	# of responses	Intersection	# of responses
Sierra Avenue	3	Highland Avenue and Juniper Avenue	1
Foothill Boulevard	2	Cherry Avenue and Slover Avenue	1
Slover Avenue	2	Valley Boulevard and Almond Avenue	1
Citrus Avenue	1	Foothill Boulevard and Sultana Avenue	1
Cherry Avenue	1	Beech Avenue and Arrow Boulevard*	1
Arrow Boulevard	w Boulevard 1		
lvy Avenue	1		

^{*}Beech Avenue & Arrow Boulevard intersection is outside of City of Fontana jurisdiction

LRSP Intersections

To supplement the outreach undertaken during the LRSP, survey respondents were polled as to which LRSP project intersections and corridors they viewed as "most dangerous" for pedestrians and bicyclists, and therefore locations most in need of active transportation safety improvements. Respondents were asked to select up to three intersections (of 10 total).

From those selections, respondents were then asked to select (from a list of five categories) up to two reasons for the unsafe pedestrian/bicyclist conditions on their selected intersection(s) and corridor(s). Category choices included: high traffic volumes, poor or missing sidewalks, lack of crosswalks, high vehicle speeds, and lack of shade/trees.

Survey respondents identified Sierra Avenue & Valley Boulevard and Arrow Boulevard & Oleander Avenue as the most dangerous intersections (of the 10 intersections recommended for improvements in LRSP) for pedestrians and bicyclists. Again, note that survey respondents could select up to three intersections. Full survey results are included below.

Table 2 – Survey Respondents on Intersections in the LRSP

Intersections (in LRSP)	# of responses
Sierra Avenue and Valley Boulevard	6
Arrow Boulevard and Oleander Avenue	6
Arrow Boulevard and Locust Avenue	4
Hemlock Avenue and Slover Avenue	4
Beech Avenue and Valley Boulevard	3
Highland Avenue and Knox Avenue	2
Jurupa Avenue and Sierra Avenue	1
Sierra Avenue and Orange Way	1
Cherry Avenue and Village Drive	1
Baseline Avenue and Mango Avenue	0

Of the 10 intersections proposed for road safety improvements in the 2022 LRSP, survey respondents chose high vehicle speeds and high traffic volumes as the top safety issue impacting pedestrians and bicyclists at LRSP project intersections. Again, note that survey respondents could select up to two safety issues. See full results are shown below, including a breakdown of respondents' top safety issues by selected intersection:

Table 3 – Survey Respondents on Top Safety Issues for Pedestrians/Bicyclists at Intersections

Top Safety Issue for Pedestrians/Bicyclists (at intersections)	# of responses
High vehicle speeds	11
High traffic volumes	8
Poor or missing sidewalks	4
Lack of crosswalks	1
Lack of shade/trees	0

Table 4 – Survey Respondents on Intersections in the LRSP Regarding Safety Concerns

	Table 4 – Sulv
Intersections (in LRSP)	# of responses
Sierra Avenue & Valley Boulevard	6
High vehicle speeds	5
High traffic volumes	5
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Arrow Boulevard & Oleander Avenue	6
High vehicle speeds	4
High traffic volumes	4
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	0
Arrow Boulevard & Locust Avenue	4
High vehicle speeds	4
High traffic volumes	2
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Hemlock Avenue & Slover Avenue	4
High vehicle speeds	3
High traffic volumes	2
Poor or missing sidewalks	1
Lack of crosswalks	1
Lack of shade/trees	0

Respondents on intersections in the Ex	# of
Intersections (in LRSP)	responses *
Beech Avenue & Valley	
Boulevard	3
High vehicle speeds	2
High traffic volumes	1
Poor or missing sidewalks	1
Lack of crosswalks	1
Lack of shade/trees	0
	2
Highland Avenue & Knox Avenue	2
High vehicle speeds	0
High traffic volumes	1
Poor or missing sidewalks	0
Lack of crosswalks	1
Lack of shade/trees	0
Jurupa Avenue & Sierra Avenue	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	1
Lack of shade/trees	0
Sierra Avenue & Orange Way	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	0
Lack of shade/trees	0

Intersections (in LRSP)	# of responses *
Cherry Avenue & Village Drive	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Baseline Avenue & Mango Avenue	0
High vehicle speeds	0
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	0
Lack of shade/trees	0

^{*} Note that each respondent can select up to 2 categories for each selected intersection. Total number of categories (italicized in table) can be different than total number of responses at intersection.

High vehicle speeds and high traffic volumes were selected as the top safety concerns for almost all LRSP project intersections. This stakeholder concern for vehicle speeding directly aligns with the City of Fontana's commitment to mitigating unsafe speeding on local streets, adopted as a major safety focus area in the City's 2022 LRSP.

LRSP Corridors

Survey respondents were also asked to identify which LRSP project corridor(s) they viewed as "most dangerous" for pedestrians and bicyclists. Of the three corridors proposed for improvements in the LRSP, seven survey respondents identified the Valley Boulevard corridor as most dangerous for pedestrians and bicyclists, which was the highest vote total of any LRSP corridor project. Survey respondents could select all three corridors if they viewed each corridor as dangerous for pedestrians and bicyclists.

Table 5 – Survey Respondents on Corridors in the LRSP

Corridors (in LRSP)	# of responses
Valley Boulevard (citywide)	7
Foothill Boulevard (west city limits to Citrus Avenue)	5
Citrus Avenue (Arrow Boulevard to Jurupa Avenue)	4

Similar to the LRSP intersection survey, survey respondents were then asked to select the top safety issue(s) impacting pedestrians and bicyclists at their chosen corridor(s). Respondents could select up to two safety issues. The selection results were similar to that of the LRSP intersections. Of the five safety issues, respondents selected high vehicle speeds as the top safety issue (for pedestrians and bicyclists) on Fontana LRSP project corridors. High traffic volumes and poor or missing sidewalks tied for the second-highest selection total.

See full results below, including a breakdown of respondents' top safety issues by selected intersection:

Table 6 – Survey Respondents on Top Safety Issues for Pedestrians and Bicyclists along Corridors

Top Safety Issue for Pedestrians/Bicyclists (corridors)	# of responses
High vehicle speeds	10
High traffic volumes	7
Poor or missing sidewalks	7
Lack of shade/trees	1
Lack of crosswalks	0

Table 7 – Survey Respondents on Corridors in the LRSP Regarding Safety Concerns

Corridors (in LRSP)	# of responses*
Valley Boulevard (citywide)	7
High vehicle speeds	5
High traffic volumes	5
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	1
Foothill Boulevard (west city limits to Citrus Avenue)	5
High vehicle speeds	4
High traffic volumes	2
Poor or missing sidewalks	4
Lack of crosswalks	0
Lack of shade/trees	0
Citrus Avenue (Arrow Boulevard to Jurupa Avenue)	4
High vehicle speeds	2
High traffic volumes	4
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	0

^{*} Note that each respondent can select up to 2 categories for each selected corridor. Total number of categories (italicized in table) can be different than total number of responses along a corridor.

High vehicle speeds was tied for the top safety issue for the Valley Boulevard and Foothill Boulevard LRSP project corridors. In response to this stakeholder concern for unsafe speeding, the LRSP recommended several traffic calming countermeasures on Valley Boulevard and Foothill Boulevard, such as constructing a raised median and widening the shoulders on Foothill Boulevard, as well as introducing a separated bike lane on both Valley Boulevard and Foothill Boulevard. The LRSP also proposed constructing sidewalks on Foothill Boulevard (where sidewalks were missing between Hemlock Avenue and Almeria Avenue). Four (4) of the five (5) survey respondents who selected Foothill Boulevard as a dangerous corridor then identified "poor or missing sidewalks" as a top safety issue impacting pedestrians on that corridor.

SURVEY QUESTIONS

1. The City of Fontana is currently submitting a grant application to the US Department of Transportation (USDOT) as part of their nationwide Safe Streets For All (SSA4A) initiative. SS4A aims to provide funding for roadway safety projects that would benefit populations with high socioeconomic, environmental, and/or health need. We appreciate your input on this potential project through answering a few questions on this short survey.

- 2. First, what is your connection to Fontana?
 - a. I live here
 - i. Cross street or neighborhood?
 - b. I work here
 - i. Cross street or neighborhood?
 - c. I visit here
 - i. Cross street or neighborhood?
 - d. Other
 - i. Please state your relationship with the Fontana community.
- 3. How safe do you find it to drive on local streets in Fontana (not the I-10 or SR-210 freeways?)
 - a. Very safe
 - b. Moderately safe
 - c. Less safe
 - d. Not safe at all
- 4. How safe do you find it to walk or bicycle on local streets in Fontana (not the I-10 or SR-210 freeways?)
 - a. Very safe
 - b. Moderately safe
 - c. Less safe
 - d. Not safe at all
- 5. What intersections and/or street corridors have you encountered that are less safe for pedestrians and bicyclists?
 - a. Free response from survey taker
- 6. Of the following intersections, which do you believe are **most dangerous** for pedestrians or bicyclists (Select up to 3)? Show map
 - a. Sierra Avenue and Valley Boulevard
 - b. Arrow Boulevard and Locust Avenue
 - c. Baseline Avenue and Mango Avenue
 - d. Jurupa Avenue and Sierra Avenue
 - e. Sierra Avenue and Orange Way
 - f. Arrow Boulevard and Oleander Avenue
 - g. Beech Avenue and Valley Boulevard
 - h. Cherry Avenue and Village Drive
 - i. Hemlock Avenue and Slover Avenue
 - j. Highland Avenue and Knox Avenue
- 7. For the intersections you selected as most dangerous, what are the top two concerns for pedestrians? (select two)
 - a. High traffic volumes
 - b. Poor or missing sidewalks
 - c. Lack of crosswalks
 - d. High vehicle speeds
 - e. Lack of shade/trees

- 8. Of the following corridors, which do you believe is **most dangerous** for pedestrians or bicyclists (Select up to three)?
 - a. Foothill Blvd
 - b. Citrus Avenue (Arrow Blvd to Jurupa Ave)
 - c. Valley Blvd
- 9. For the corridor you selected as most dangerous, what are the top two concerns for pedestrians? (select two)
 - a. High traffic volumes
 - b. Poor or missing sidewalks
 - c. Lack of crosswalks
 - d. High vehicle speeds
 - e. Lack of shade/trees
- 10. Any other safety concerns you would like to mention
 - a. Free response from survey taker

USDOT discussion on criteria for Historically Disadvantaged Community (HDC) classification:

Consistent with OMB's Interim Guidance, DOT has developed a definition for highly disadvantaged communities using existing, publicly available data sets and where source data did not exist (Tribal lands, Puerto Rico, Guam, and the Northern Mariana Islands) OMB's Common Conditions definition. Population data is from the 2019 American Community Survey: 5-Year Data. The disadvantaged Census Tracts, as identified in this tool, exceeded the 50th percentile (75th for resilience) across at least four of the following six transportation disadvantaged indicators. Each of the six disadvantage indicators are assembled at the Census Tract level using data from the CDC Social Vulnerability Index, Census America Community Survey, EPA Smart Location Map, HUD Location Affordability Index, EPA EJ Screen, FEMA Resilience Analysis & Planning Tool and FEMA National Risk Index. Transportation Access disadvantage identifies communities and places that spend more, and longer, to get where they need to go. (CDC Social Vulnerability Index, Census America Community Survey, EPA Smart Location Map, HUD Location Affordability Index) Health disadvantage identifies communities based on variables associated with adverse health outcomes, disability, as well as environmental exposures. (CDC Social Vulnerability Index) Environmental disadvantage identifies communities with disproportionate pollution burden and inferior environmental quality. (EPA EJ Screen) Economic disadvantage identifies areas and populations with high poverty, low wealth, lack of local jobs, low homeownership, low educational attainment, and high inequality. (CDC Social Vulnerability Index, Census America Community Survey, FEMA Resilience Analysis & Planning Tool) Resilience disadvantage identifies communities vulnerable to hazards caused by climate change. (FEMA National Risk Index) Equity disadvantage identifies communities with a high percentile of persons (age 5+) who speak English "less than well." (CDC Social Vulnerability Index) For more information on DOT's Justice40 activities, or to download the DOT Disadvantage layer as a shapefile please visit https://www.transportation.gov/equity-Justice40. The DOT Disadvantage layer is available as a feature layer here

https://usdot.maps.arcgis.com/home/item.html?id=de9979007ae24a25845e84e21d5a32d4

FONTANA LOCAL ROADWAY SAFETY PLAN (LRSP): EQUITY, POLICY AND ENGAGEMENT ANALYSIS

Date: 9/13/2022

To: Jeffrey Kim, Engineering Manager – City of Fontana

From: Frank Barrera, Senior Planner – KOA Corporation

Subject: City of Fontana LRSP – Equity, Policy, and Engagement Analysis for SS4A Action Plan

Compliance

With the recent onset of the Safe Streets and Roads for All (SS4A) program, enacted by the U.S. Department of Transportation (USDOT), up to \$1 billion in roadway safety funding is available. Municipal governments, such as the City of Fontana, are eligible to apply for this SS4A funding. As part of the SS4A grant application, the City of Fontana is required to submit an SS4A Action Plan-compliant current Local Roadway Safety Plan, which the City completed in July 2022. This LRSP will become the foundation for traffic safety guidelines moving forward, and the City of Fontana is committed to routinely reviewing these safety guidelines, as outlined in the 2022 LRSP, every five years (or as funding allows). This traffic safety review will be conducted by the City's Public Works and Engineering Departments and will include an updated assessment of collision data and traffic safety-related police citations, to identify current traffic safety trends and issues, and monitor the safety trends and changes. The progress of the Plan will be measured through the changes in the annual traffic collisions by reviewing changes in the number of total collisions but also the total number of type of collisions (fatal, severe injury, other visible injury, complaint of pain, and property damage only (PDO). The chief goal of the City's traffic safety commitment is to reduce traffic-related injuries, particularly to pedestrians and bicyclists. This commitment is reflected in both the LRSP, and previous plans adopted by the City (which are discussed below). The City also must demonstrate that roadway safety improvement projects are focused in disadvantaged communities. Fontana's eligibility for an SS4A grant through an Action Plan-compliant LRSP, including projects included in the LRSP, are provided in this report.

EQUITY

Identifying community areas that are designated as disadvantaged communities is a core element of the SS4A compliant Action Plan grant application. There are several accepted methods for determining locations that can be considered disadvantaged communities.

HISTORICALLY DISADVANTAGED COMMUNITY (HDC)

The USDOT developed its own metric for determining which Census tracts can be considered "historically disadvantaged." This USDOT metric combines multiple datasets from agencies such as the CDC, US Census Bureau, and EPA to arrive at an aggregate score for individual Census tracts. This score is an aggregate of the following categories:

- 1) transportation access
- 2) health
- 3) environmental (pollution)
- 4) economic
- 5) resilience (vulnerability to climate change)
- 6) equity (high concentration of individuals who speak English "less than well")

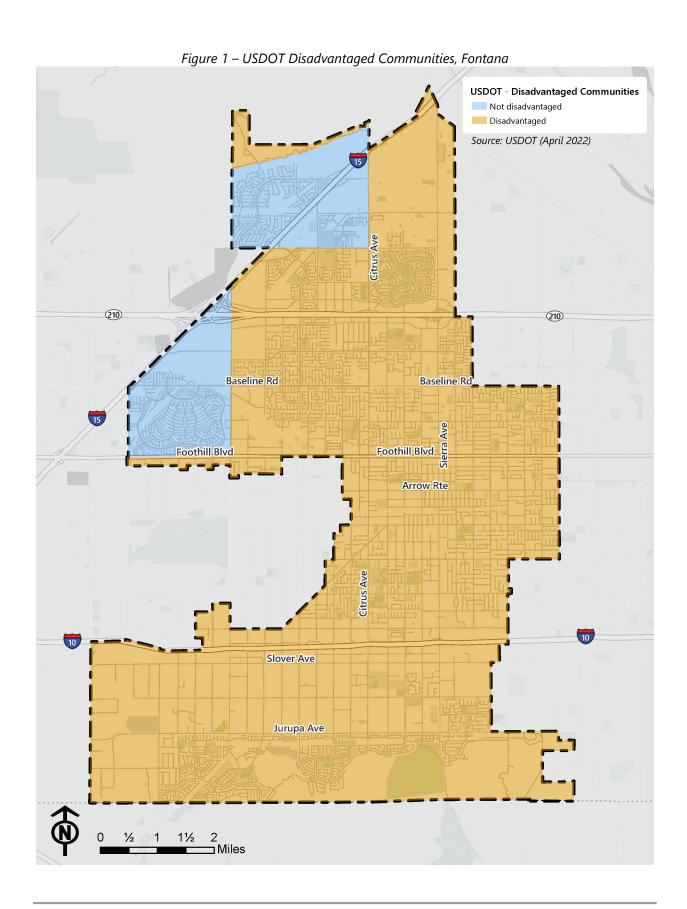
According to the USDOT, disadvantaged Census tracts have scores exceeding the 50th percentile (75th percentile for resilience) in at least four of these individual categories.

Using this USDOT metric, a vast majority of Fontana can be considered a historically disadvantaged community. Only three Census tracts in Fontana (of 39 Census tracts) do not meet the threshold for "historically disadvantaged community." These three Census tracts consist of single-family residential areas concentrated in the northern part of the city (West End/Village of Heritage, Hunter's Ridge, and parts of Summit Ridge housing developments).

Fontana rates particularly high in the equity and transportation categories. In equity, all 39 Fontana Census tracts rate above the 50th percentile nationwide, and 31 (of 39) Fontana Census tracts are scored higher than the 75th percentile in resilience. The 75th percentile is the disadvantaged threshold for the resilience category.

Over 87% of Fontana's total area is considered a "historically disadvantaged community", using the USDOT definition. In addition, over 91% of Fontana's total population resides in a "historically disadvantaged community" Census tract, according to these USDOT metrics and 2019 ACS 5-Year estimate data.

Comparing these USDOT "historically disadvantaged community" Census tracts with Fontana LRSP projects, all ten Fontana LRSP intersection and three roadway corridor improvement project recommendations are located in a disadvantaged community.



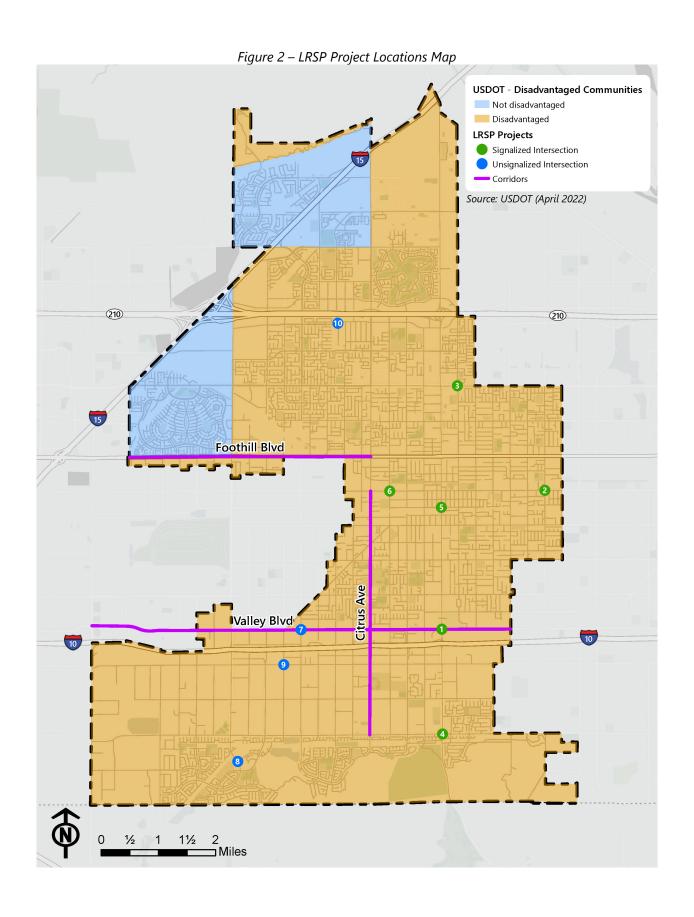


Table 1 – Study Locations and Disadvantaged Communities

INTERSECTIONS			
ID	Name	Control	Historically Disadvantaged Community? (USDOT)
1	Sierra Avenue and Valley Boulevard	Signalized	Υ
2	Arrow Boulevard and Locust Avenue	Signalized	Υ
3	Baseline Avenue and Mango Avenue	Signalized	Υ
4	Jurupa Avenue and Sierra Avenue	Signalized	Υ
5	Sierra Avenue and Orange Way	Signalized	Υ
6	Arrow Boulevard and Oleander Avenue	Signalized	Υ
7	Beech Avenue and Valley Boulevard	Unsignalized	Υ
8	Cherry Avenue and Village Drive	Unsignalized	Υ
9	Hemlock Avenue and Slover Avenue	Unsignalized	Υ
10	Highland Avenue and Knox Avenue	Unsignalized	Υ

CORRIDORS

Name	Historically Disadvantaged Community? (USDOT)
Foothill Boulevard from West City Limits to Citrus	
Avenue	Υ
Citrus Avenue from Arrow Boulevard to Jurupa Ave	Υ
Valley Boulevard from West City Limits to East City	
Limits	Υ

AREA OF PERSISTENT POVERTY (APP)

The USDOT offers an additional definition for disadvantaged communities: Areas of Persistent Poverty. This metric focuses solely on poverty rate, according to 2014-2018 American Community Survey 5-Year estimate data, where any Census tract with a poverty rate of at least 20 percent is considered an "area of persistent poverty," and therefore, a disadvantaged community.

The Area of Persistent Poverty is a more stringent measure for disadvantaged communities. In California, 51.7% of all Census tracts meet criteria for Historically Disadvantaged Community, whereas only 25% of Census tracts can be deemed an Area of Persistent Poverty, according to USDOT.

In Fontana, 16 Census tracts have poverty rates that meet the threshold for Area of Persistent Poverty, which is about 41% of all Census tracts in the city. The locations are generally around the downtown of Fontana – between I-10 and SR-210.

Concerning LRSP projects, six (6) of the ten (10) intersections chosen for improvements are located in an Area of Persistent Poverty. Also, each of the three corridors selected as an LRSP project intersect Census tracts deemed as an Area of Persistent Poverty.

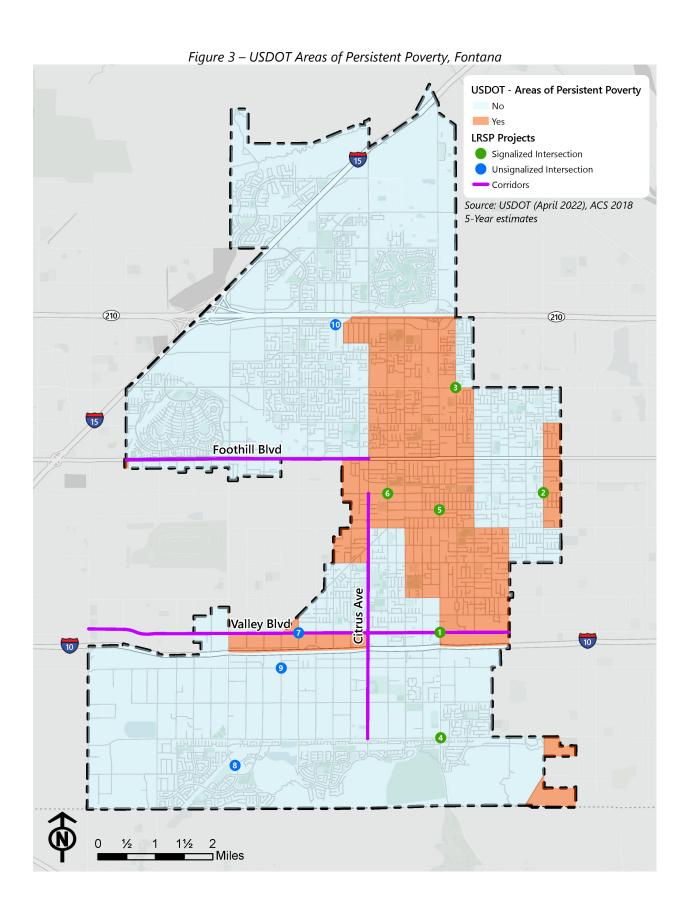


Table 1 – Study Locations and Areas of Persistent Poverty

INTERSECTIONS				
ID	Name	Control	Area of Persistent Poverty (USDOT)	
1	Sierra Avenue and Valley Boulevard	Signalized	Υ	
2	Arrow Boulevard and Locust Avenue	Signalized	Υ	
3	Baseline Avenue and Mango Avenue	Signalized	Υ	
4	Jurupa Avenue and Sierra Avenue	Signalized		
5	Sierra Avenue and Orange Way	Signalized	Υ	
6	Arrow Boulevard and Oleander Avenue	Signalized	Υ	
7	Beech Avenue and Valley Boulevard	Unsignalized	Y	
8	Cherry Avenue and Village Drive	Unsignalized		
9	Hemlock Avenue and Slover Avenue	Unsignalized		
10 Highland Avenue and Knox Avenue		Unsignalized		
CORRIDORS				
Name		Area of P	ersistent Poverty (USDOT)	
Foothill Boulevard from West City Limits to Citrus Avenue			Υ	
Citrus Avenue from Arrow Boulevard to Jurupa Ave			Υ	
Valley Boulevard from West City Limits to East City				

An area of persistent poverty can also be defined at the county level, for counties that have "consistently had greater than or equal to 20 percent of the population living in poverty during the last 30-year period," according to decennial census data and the most recent Small Area Income and Poverty Estimates (USDOT: https://datahub.transportation.gov/stories/s/RAISE-Persistent-Poverty-Tool/tsyd-k6ij/).

San Bernardino County, which the City of Fontana is located, does not meet the criteria for APP.

Limits

In summation, all proposed project locations meet the criteria for USDOT's "Historically Disadvantaged Community" definition. Also, six Fontana LRSP project intersections and each of the three Fontana LRSP project corridors are located in an "Area of Persistent Poverty," which is a more stringent measure of a disadvantaged community.

POLICY

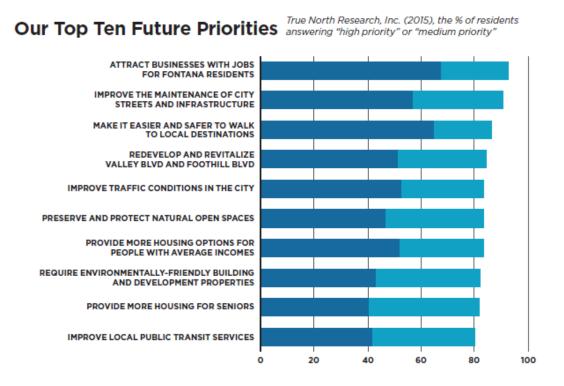
Reviewing current safety plans, guidelines, and standards, as well as potential revisions to those guidelines, is a critical part of the SS4A application. A detailed discussion of Fontana's major safety-related plans (and their relation to the newly adopted traffic safety guidelines in the LRSP) is provided below.

General Plan Update (2018)

The City of Fontana adopted its General Plan in 2003, followed by an update to the General Plan which was approved in 2018. In this General Plan update, Fontana residents were provided a list of ten potential

citywide priorities and were then surveyed on which priorities they consider a "high priority" or "medium priority." Residents identified "attract businesses with jobs for Fontana residents" as the top priority," followed by "improve the maintenance of city streets and infrastructure", "make it easier and safer to walk to local destinations", and "redevelop and revitalize Valley Blvd and Foothill Blvd." Over 60% of surveyed Fontana residents selected pedestrian safety and accessibility as a "high priority."

Public opinion survey results from Fontana Forward: Fontana General Plan Update 2015-2035



Fontana's recently adopted traffic safety guidelines (from 2022 LRSP) are committed to improving pedestrian safety citywide. Also, the LRSP selected both Foothill Boulevard and Valley Boulevard as corridor improvement projects, featuring new sidewalks, separated bike lanes, and wider shoulders. These projects align directly with the Fontana's 2015 General Plan update, as both plans focus on pedestrian and bicyclist safety, especially on the Foothill Boulevard and Valley Boulevard corridors.

In addition, through more public participation, Fontana residents and stakeholders identified several transportation issues as major public health and mobility concerns in their community. These concerns included improving the sidewalk and bicycle lane networks as well as creating walkable districts. To address its community's desire for improved pedestrian and bicyclist access, the City of Fontana adopted the following action items as part of the General Plan:

- Make multimodal transportation a high priority by promoting pedestrian access, bicycle use, and transit options within Fontana and to the surrounding communities
- Maintain bicycle and pedestrian infrastructure at high levels to encourage use
- Prioritize pedestrian, bicycle, automobile safety and transit accessibility over vehicle level of service at intersections

- Strongly encourage efforts to improve the safety of all roadway users, especially pedestrians and bicyclists
- Design intersections to minimize conflicts between motorized vehicles and the more vulnerable roadway users, such as pedestrians and bicyclists
- Consider pedestrians and bicyclists when designing road surfaces, curbs, crossings, signage, landscaping, signals, and sight lines.

The City of Fontana set these policy action items as both achievable in the short term and as ongoing objectives – core parts of the City's vision for its future. As mentioned in the General Plan, the City of Fontana's engineering department, planning division, and public works department are responsible for managing these policy action items.

Active Transportation Plan (2017)

In 2017, the City of Fontana adopted an Active Transportation Plan (ATP), which recommended 69.44 miles of new bikeway facilities. This included over eight miles of Class I (shared-use path) bikeways and over 37 miles of Class II (bike lane/buffered bike lane) bikeways. A complete breakdown of recommended bikeways (from the 2017 ATP) is provided below:

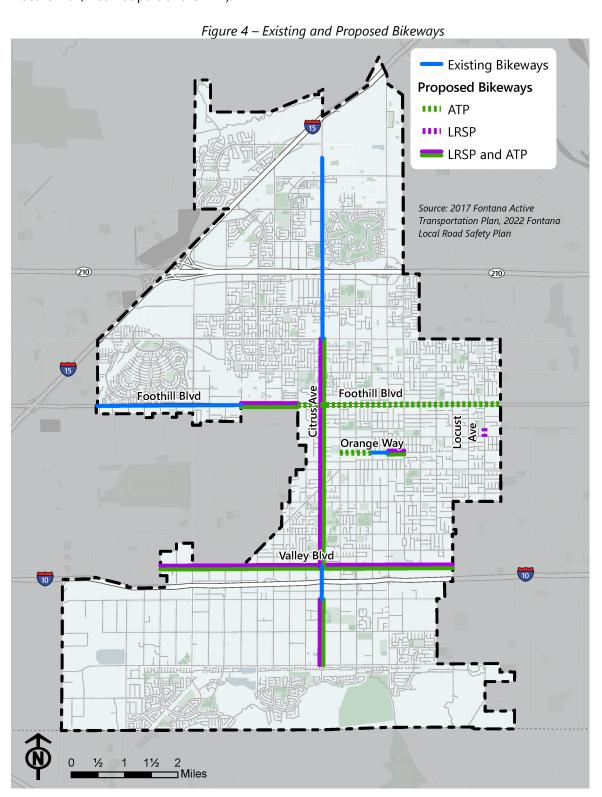
Table 5.1 Mileage Summary of Recommended Bikeway Facilities

CLASS	FACILITY TYPE	MILES
1	Shared-Use Path	8.65
П	Bike Lane (including buffered lanes)	37.33
Ш	Bike Route/ Neighborhood Greenway	17.98
IV	Separated Bikeway	5.48
	Total	69.44

Fontana's ATP proposed new bikeways along Valley Boulevard, from Banana Avenue to Alder Avenue, as well as along Foothill Boulevard, from Almeria Avenue to Citrus Avenue and Hemlock Avenue to Sultana Avenue. As these projects were not completed at time of 2022 LRSP adoption, the LRSP recommended new bikeways along both of these corridors: Valley Boulevard, from Banana Avenue to Alder Avenue, and Foothill Boulevard, between Hemlock Avenue and Almeria Avenue. In addition, both the ATP and LRSP proposed Class II bikeways along Citrus Avenue, a north-south corridor that provides access to several schools and features on-street parking across a majority of the corridor.

Both the ATP and LRSP identified the need for improving bicyclist safety and access along Valley Boulevard, Foothill Boulevard (east of Hemlock Avenue), and Citrus Avenue, which did not have bicycle lanes in 2017 nor were bicycle lanes installed at time of 2022 LRSP adoption.

As shown in figure below, nearly all of the bikeway projects recommended in the LRSP were also recommended in the 2017 ATP (only a small bikeway proposed in LRSP for Locust Ave, near the Pacific Electric Trail, was not part of the ATP).



Note that the LRSP indicated that there is a right-of-way issue on Foothill Boulevard, east of Sultana Avenue, where Foothill Boulevard lacks shoulders due to the Pacific Electric Trail overpass. The Foothill Boulevard bikeway project received a "high priority" score, according to the ATP. The prioritization score aggregated seven individual criteria, including community support, safety (number of pedestrian- and bicyclist-involved collisions), and proximity to schools, retail, and recreation.

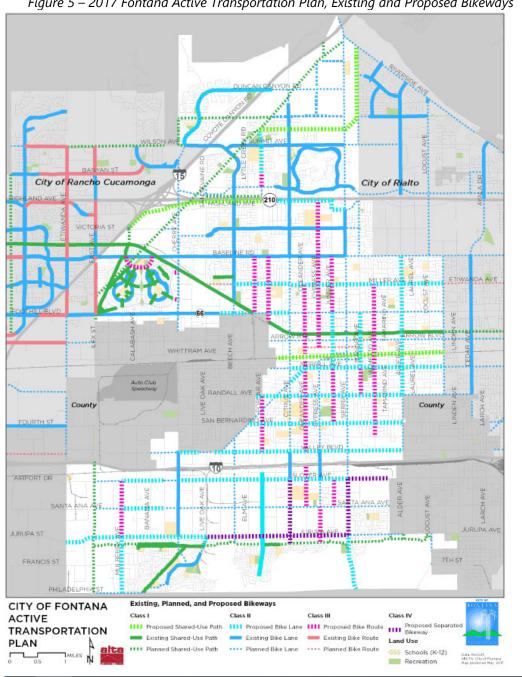


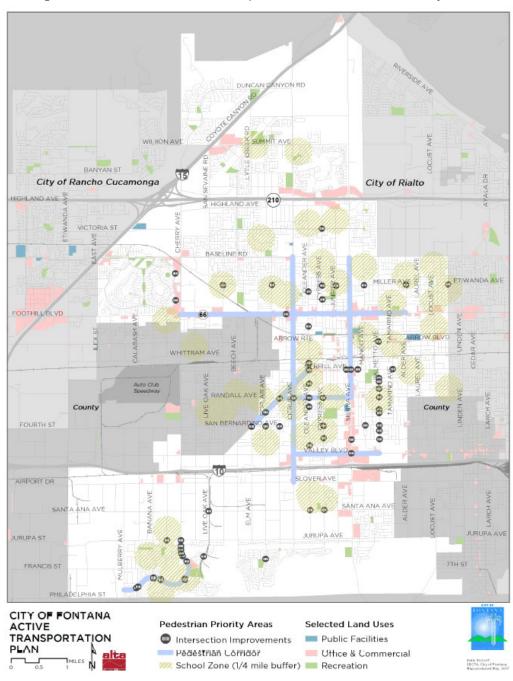
Figure 5 – 2017 Fontana Active Transportation Plan, Existing and Proposed Bikeways

The 2017 ATP also included pedestrian improvements at intersections, as shown in figure below (Figure 5.2 in the ATP). The intersections outlined in Figure 5.2 were recommended for a variety of pedestrian

safety improvements, such as high-visibility crosswalks, curb extensions, conflict pavement markings, and median refuge islands. Several of these pedestrian safety improvements were also included in the LRSP, particularly high-visibility crosswalks and curb extensions. The following intersections were recommended for pedestrian safety improvements in both the ATP and LRSP:

- Valley Boulevard and Sierra Avenue
- Cherry Avenue and Village Drive

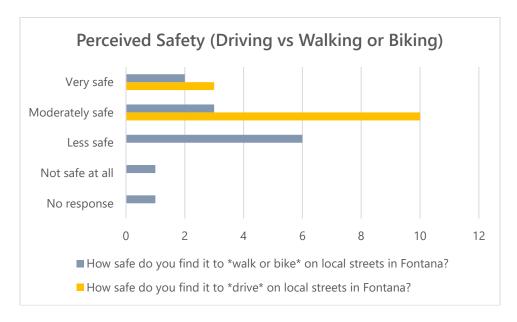
Figure 6 – 2017 Fontana Active Transportation Plan, Pedestrian Priority Areas



STAKEHOLDER ENGAGEMENT

To ensure that the recently adopted traffic safety guidelines (developed in the 2022 LRSP) involved the Fontana community, a survey was created to engage local stakeholders on their opinion of traffic safety in Fontana. The survey was posted online, via Typeform. A total of 13 survey responses were recorded from individuals representing local organizations such as SBCTA, San Bernardino County Fire Department, Fontana Chamber of Commerce, and Omnitrans. Several non-governmental organizations, with ties to the Fontana community, such as major businesses which are major employment centers within the City, were also included in the survey. Of the 13 survey respondents, 12 indicated that they work in Fontana. Two respondents indicated that they both work and live in Fontana.

The survey included nine questions, asking respondents to provide their name, organization information, and connection to Fontana, as well as their opinion of roadway safety on local Fontana streets, both as a driver and a pedestrian or bicyclist. Overall, over 50% of all survey respondents viewed walking and/or biking in Fontana as "less safe" or "not safe at all." Survey respondents viewed driving more favorably (in terms of safety), with 10 respondents viewing driving in Fontana as "moderately safe" and three respondents selecting "very safe."



Survey respondents were also asked which Fontana intersections and/or roadway corridors they considered to be the least safe for pedestrians and bicyclists. Respondents could select any intersection or corridor. Seven (7) different corridors and five (5) different intersections were selected, with Sierra Avenue receiving the largest number of selections three (3) for "most dangerous" citywide corridor. It should be noted that the Foothill Boulevard and Citrus Avenue corridors, which were identified by survey respondents as unsafe corridors, were recommended for pedestrians and bicyclist safety improvements in the 2022 LRSP. See table below for full list of corridor and intersection selections:

Table 2 – Survey Results on Study Locations

Corridor	# of responses	Intersection	# of responses
Sierra Avenue	3	Highland Avenue & Juniper Avenue	1
Foothill Boulevard	2	Cherry Avenue & Slover Avenue	1
Slover Avenue	2	Valley Boulevard & Almond Avenue	1
Citrus Avenue	1	Foothill Boulevard & Sultana Avenue	1
Cherry Avenue	1	Beech Avenue & Arrow Boulevard*	1
Arrow Boulevard	1		
lvy Avenue	1		

^{*}Beech Avenue & Arrow Boulevard intersection is outside of City of Fontana jurisdiction

LRSP Intersections

To supplement the outreach undertaken during the LRSP, survey respondents were polled as to which LRSP project intersections and corridors they viewed as "most dangerous" for pedestrians and bicyclists, and therefore locations most in need of active transportation safety improvements. Respondents were asked to select up to three intersections (of 10 total).

From those selections, respondents were then asked to select (from a list of five categories) up to two reasons for the unsafe pedestrian/bicyclist conditions on their selected intersection(s) and corridor(s). Category choices included: high traffic volumes, poor or missing sidewalks, lack of crosswalks, high vehicle speeds, and lack of shade/trees.

Survey respondents identified Sierra Avenue & Valley Boulevard and Arrow Boulevard & Oleander Avenue as the most dangerous intersections (of the 10 intersections recommended for improvements in LRSP) for pedestrians and bicyclists. Again, note that survey respondents could select up to three intersections. Full survey results are included below:

Table 3 – Survey Respondents on Intersections in the LRSP

Intersections (in LRSP)	# of responses
Sierra Avenue & Valley Boulevard	6
Arrow Boulevard & Oleander Avenue	6
Arrow Boulevard and Locust Avenue	4
Hemlock Avenue and Slover Avenue	4
Beech Avenue and Valley Boulevard	3
Highland Avenue and Knox Avenue	2
Jurupa Avenue and Sierra Avenue	1
Sierra Avenue and Orange Way	1
Cherry Avenue and Village Drive	1
Baseline Avenue and Mango Avenue	0

Of the 10 intersections proposed for road safety improvements in the 2022 LRSP, survey respondents chose high vehicle speeds and high traffic volumes as the top safety issue impacting pedestrians and bicyclists at LRSP project intersections. Again, note that survey respondents could select up to two safety issues. See full results below, including a breakdown of respondents' top safety issues by selected intersection:

Table 4 – Survey Respondents on Top Safety Issues for Pedestrians/Bicyclists, Intersections

Top Safety Issue for Pedestrians/Bicyclists (at intersections)	# of responses
High vehicle speeds	11
High traffic volumes	8
Poor or missing sidewalks	4
Lack of crosswalks	1
Lack of shade/trees	0

Table 5 – Survey Respondents on Intersections in the LRSP Regarding Safety Concerns

	Table 3 – Sulv
Intersections (in LRSP)	# of responses
Sierra Avenue & Valley Boulevard	6
High vehicle speeds	5
High traffic volumes	5
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Arrow Boulevard & Oleander Avenue	6
High vehicle speeds	4
High traffic volumes	4
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	0
Arrow Boulevard & Locust Avenue	4
High vehicle speeds	4
High traffic volumes	2
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Hemlock Avenue & Slover Avenue	4
High vehicle speeds	3
High traffic volumes	2
Poor or missing sidewalks	1
Lack of crosswalks	1
Lack of shade/trees	0

Respondents on intersections in the Ex	# of
Intersections (in LRSP)	responses *
Beech Avenue & Valley	
Boulevard	3
High vehicle speeds	2
High traffic volumes	1
Poor or missing sidewalks	1
Lack of crosswalks	1
Lack of shade/trees	0
	2
Highland Avenue & Knox Avenue	2
High vehicle speeds	0
High traffic volumes	1
Poor or missing sidewalks	0
Lack of crosswalks	1
Lack of shade/trees	0
Jurupa Avenue & Sierra Avenue	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	1
Lack of shade/trees	0
Sierra Avenue & Orange Way	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	0
Lack of shade/trees	0

Intersections (in LRSP)	# of responses *
Cherry Avenue & Village Drive	1
High vehicle speeds	1
High traffic volumes	0
Poor or missing sidewalks	1
Lack of crosswalks	0
Lack of shade/trees	0
Baseline Avenue & Mango Avenue	0
High vehicle speeds	0
High traffic volumes	0
Poor or missing sidewalks	0
Lack of crosswalks	0
Lack of shade/trees	0

^{*} Note that each respondent can select up to 2 categories for each selected intersection. Total number of categories (italicized in table) can be different than total number of responses at intersection.

High vehicle speeds and high traffic volumes were selected as the top safety concerns for almost all LRSP project intersections. This stakeholder concern for vehicle speeding directly aligns with the City of Fontana's commitment to mitigating unsafe speeding on local streets, adopted as a major safety focus area in the City's 2022 LRSP.

LRSP Corridors

Survey respondents were also asked to identify which LRSP project corridor(s) they viewed as "most dangerous" for pedestrians and bicyclists. Of the three corridors proposed for improvements in the LRSP, seven survey respondents identified the Valley Boulevard as most dangerous for pedestrians and bicyclists, which was the highest vote total of any LRSP corridor project. Survey respondents could select all three corridors if they viewed each corridor as dangerous for pedestrians and bicyclists.

Table 6 – Survey Respondents on Corridors in the LRSP

Corridors (in LRSP)	# of responses
Valley Boulevard (citywide)	7
Foothill Boulevard (west city limits to Citrus Avenue)	5
Citrus Avenue (Arrow Boulevard to Jurupa Avenue)	4

Similar to the LRSP intersection survey, survey respondents were then asked to select the top safety issue(s) impacting pedestrians and bicyclists at their chosen corridor(s). Respondents could select up to two safety issues. The selection results were similar to that of the LRSP intersections. Of the five safety issues, respondents selected high vehicle speeds as the top safety issue (for pedestrians and bicyclists) on Fontana LRSP project corridors. High traffic volumes and poor or missing sidewalks tied for the second-highest selection total.

See full results below, including a breakdown of respondents' top safety issues by selected intersection:

Table 7 – Survey Respondents on Top Safety Issues for Pedestrians and Bicyclists, Corridors

Top Safety Issue for Pedestrians/Bicyclists (corridors)	# of responses
High vehicle speeds	10
High traffic volumes	7
Poor or missing sidewalks	7
Lack of shade/trees	1
Lack of crosswalks	0

Table 8 – Survey Respondents on Corridors in the LRSP Regarding Safety Concerns

Corridors (in LRSP)	# of responses*
Valley Boulevard (citywide)	7
High vehicle speeds	5
High traffic volumes	5
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	1
Foothill Boulevard (west city limits to Citrus Avenue)	5
High vehicle speeds	4
High traffic volumes	2
Poor or missing sidewalks	4
Lack of crosswalks	0
Lack of shade/trees	0
Citrus Avenue (Arrow Boulevard to Jurupa Avenue)	4
High vehicle speeds	2
High traffic volumes	4
Poor or missing sidewalks	2
Lack of crosswalks	0
Lack of shade/trees	0

High vehicle speeds was tied for the top safety issue for the Valley Boulevard and Foothill Boulevard LRSP project corridors. In response to this stakeholder concern for unsafe speeding, the LRSP recommended several traffic calming countermeasures on Valley Boulevard and Foothill Boulevard, such as constructing a raised median and widening the shoulders on Foothill Boulevard, as well as introducing a separated bike lane on both Valley Boulevard and Foothill Boulevard. The LRSP also proposed constructing sidewalks on Foothill Boulevard (where sidewalks were missing between Hemlock Avenue and Almeria Avenue). Four (4) of the five (5) survey respondents who selected Foothill Boulevard as a dangerous corridor then identified "poor or missing sidewalks" as a top safety issue impacting pedestrians on that corridor.

EXAMPLE SURVEY

- 1. The City of Fontana is currently submitting a grant application to the US Department of Transportation (USDOT) as part of their nationwide Safe Streets for All (SSA4A) initiative. SS4A aims to provide funding for roadway safety projects that would benefit populations with high socioeconomic, environmental, and/or health need. We appreciate your input on this potential project through answering a few questions on this short survey.
- 2. First, what is your connection to Fontana?
 - a. I live here
 - i. Cross street or neighborhood?

- b. I work here
 - i. Cross street or neighborhood?
- c. I visit here
 - i. Cross street or neighborhood?
- d. Other
 - i. Please state your relationship with the Fontana community.
- 3. How safe do you find it to drive on local streets in Fontana (not the I-10 or SR-210 freeways?)
 - a. Very safe
 - b. Moderately safe
 - c. Less safe
 - d. Not safe at all
- 4. How safe do you find it to walk or bicycle on local streets in Fontana (not the I-10 or SR-210 freeways?)
 - a. Very safe
 - b. Moderately safe
 - c. Less safe
 - d. Not safe at all
- 5. What intersections and/or street corridors have you encountered that are less safe for pedestrians and bicyclists?
 - a. Free response from survey taker
- 6. Of the following intersections, which do you believe are **most dangerous** for pedestrians or bicyclists (Select up to 3)? Show map
 - a. Sierra Avenue and Valley Boulevard
 - b. Arrow Boulevard and Locust Avenue
 - c. Baseline Avenue and Mango Avenue
 - d. Jurupa Avenue and Sierra Avenue
 - e. Sierra Avenue and Orange Way
 - f. Arrow Boulevard and Oleander Avenue
 - g. Beech Avenue and Valley Boulevard
 - h. Cherry Avenue and Village Drive
 - i. Hemlock Avenue and Slover Avenue
 - j. Highland Avenue and Knox Avenue
- 7. For the intersections you selected as most dangerous, what are the top two concerns for pedestrians? (select two)
 - a. High traffic volumes
 - b. Poor or missing sidewalks
 - c. Lack of crosswalks
 - d. High vehicle speeds
 - e. Lack of shade/trees
- 8. Of the following corridors, which do you believe is **most dangerous** for pedestrians or bicyclists (Select up to three)?
 - a. Foothill Blvd

- b. Citrus Avenue (Arrow Blvd to Jurupa Ave)
- c. Valley Blvd
- 9. For the corridor you selected as most dangerous, what are the top two concerns for pedestrians? (select two)
 - a. High traffic volumes
 - b. Poor or missing sidewalks
 - c. Lack of crosswalks
 - d. High vehicle speeds
 - e. Lack of shade/trees
- 10. Any other safety concerns you would like to mention
 - a. Free response from survey taker

USDOT discussion on criteria for Historically Disadvantaged Community (HDC) classification:

Consistent with OMB's Interim Guidance, DOT has developed a definition for highly disadvantaged communities using existing, publicly available data sets and where source data did not exist (Tribal lands, Puerto Rico, Guam, and the Northern Mariana Islands) OMB's Common Conditions definition. Population data is from the 2019 American Community Survey: 5-Year Data. The disadvantaged Census Tracts, as identified in this tool, exceeded the 50th percentile (75th for resilience) across at least four of the following six transportation disadvantaged indicators. Each of the six disadvantage indicators are assembled at the Census Tract level using data from the CDC Social Vulnerability Index, Census America Community Survey, EPA Smart Location Map, HUD Location Affordability Index, EPA EJ Screen, FEMA Resilience Analysis & Planning Tool and FEMA National Risk Index. Transportation Access disadvantage identifies communities and places that spend more, and longer, to get where they need to go. (CDC Social Vulnerability Index, Census America Community Survey, EPA Smart Location Map, HUD Location Affordability Index) Health disadvantage identifies communities based on variables associated with adverse health outcomes, disability, as well as environmental exposures. (CDC Social Vulnerability Index) Environmental disadvantage identifies communities with disproportionate pollution burden and inferior environmental quality. (EPA EJ Screen) Economic disadvantage identifies areas and populations with high poverty, low wealth, lack of local jobs, low homeownership, low educational attainment, and high inequality. (CDC Social Vulnerability Index, Census America Community Survey, FEMA Resilience Analysis & Planning Tool) Resilience disadvantage identifies communities vulnerable to hazards caused by climate change. (FEMA National Risk Index) Equity disadvantage identifies communities with a high percentile of persons (age 5+) who speak English "less than well." (CDC Social Vulnerability Index) For more information on DOT's Justice40 activities, or to download the DOT Disadvantage layer as a shapefile please visit https://www.transportation.gov/equity-Justice40. The DOT Disadvantage layer is available as a feature layer here

https://usdot.maps.arcgis.com/home/item.html?id=de9979007ae24a25845e84e21d5a32d4



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1765 Agenda #: E.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve a Professional Services Agreement for Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project - Phase I.

RECOMMENDATION:

- 1. Approve and authorize the City Manager to execute a Professional Services Agreement in a not to exceed amount of \$165,854.00 with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Geotechnical Engineering and Materials Testing Services for the City Hall Renovation Project - Phase I, Request for Proposals SQ-06-DE-23.
- 2. Approve and authorize the City Manager to execute any future amendments to the Professional Services Agreement.

COUNCIL GOALS:

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

DISCUSSION:

The City Hall Renovation Project - Phase I is a proposed project to be constructed in place of the existing Fire Administration Building located at 17001 Upland Avenue, Fontana, CA 92335 (Reference Exhibit "A" Vicinity Map), and shall consist of demolishing the existing one-story building, and constructing a two-story municipal building with first tier parking structure and second tier office spaces. Each tier will have a footprint of approximately 30,000 square feet with vehicle entrance and exit located on Upland Ave. just east of Wheeler Ave. The City anticipates 65 parking spaces to be within the parking structure portion of the building. The intent of the building is to serve as office space for city staff as well as both public and employee parking for the civic campus.

Staff solicited a Request for Qualifications and Proposals (RFQ/P) for Geotechnical Engineering and Materials Testing Services by notifying firms through the city's online bid system. Thirty-nine (39) prospective bidders downloaded the RFQ/P documents. On September 9, 2022, proposals were received from eleven (11) firms interested in providing geotechnical engineering and materials testing services for the project. Statements of Qualifications were evaluated and ranked in accordance with City policies and procedures.

File #: 21-1765 **Agenda Date:** 10/25/2022 Category: Consent Calendar Agenda #: E.

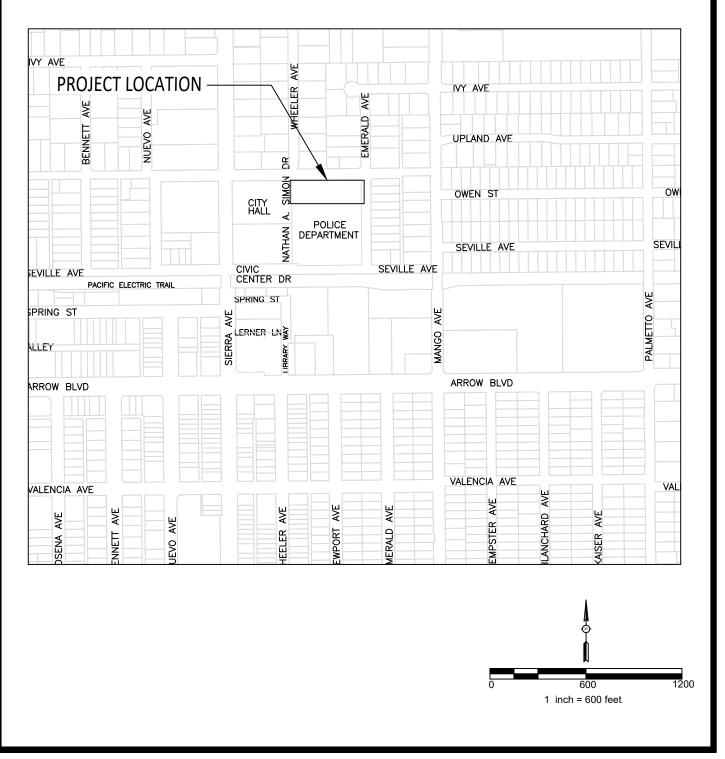
FISCAL IMPACT:

Funds are available in FY 2022/23, in Fire Capital Projects Fund #610, specifically the City Hall Renovation Project - Phase I, Project No. 50007001.

MOTION:

Approve staff recommendation

CITY HALL RENOVATION PROJECT



Geotechnical - City Hall Renovation Project - Phase I SQ-06-DE-23 Ranking

Firms	Rank
Ninyo & Moore Fontana, CA	1
MTGL, Inc. Riverside, CA	2
Earth Systems Pacific Burmuda Dunes, CA	3
Hilltop Geotechnical, Inc. San Bernardino, CA	3
RMA Group Rancho Cucamonga, CA	5
Koury Engineering and Testing, Inc. Chino, CA	6
Hushmand Associates, Inc. Irvine, CA	7
Fenagh Engineering and Testing Rancho Cucamonga, CA	8
Universal Engineering Group Irvine, CA	9
GeoTek, Inc. Corona, CA	10
American Engineering Laboratories, Inc. La Habra, CA	11

CITY OF FONTANA PROFESSIONAL SERVICES AGREEMENT SQ-06-DE-23

This Agreement is made and entered into as of October 25, 2022 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a Corporation with its principal place of business at 5710 Ruffin Road, San Diego, CA 92123 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

City Hall Renovation Project – Phase I (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$165,854.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

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

4. Maintenance of Records.

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

5. <u>Term</u>

The term of this Agreement shall be from **October 25, 2022** to **October 25, 2025** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. <u>Independent Contractor</u>

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

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

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Agreement
 - (8) Property Damage

(9) Independent Contractors Coverage

- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.
- (iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

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

e. <u>Minimum Policy Limits Required</u>

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

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 combined single limit

Employer's Liability \$1,000,000 per accident or disease

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to

non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

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

- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- (iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- j. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. Reserved.

16. <u>Laws and Venue.</u>

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

17 Termination or Abandonment

- a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.
- 18 <u>Documents</u>. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Michael Putt, PG, CEG as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

CONSULTANT:

City of Fontana

Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc.

8353 Sierra Avenue Fontana, California 92335

7888 Cherry Avenue, Unit I

Attn: Christopher Smethurst, Department of

Fontana, California 92336

Engineering

Attn: Michael Putt

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. <u>Severability</u>

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. <u>Time of Essence</u>

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF FONTANA SIGNATURE PAGE TRACKING NO. XX-XX-XX

CITY	OF FONTANA	VENDO	OR NAME.
Ву:	City Manager	Ву:	Michael Putt Principal Geologist
Attes	t:		
Ву:	City Clerk's Office	Ву:	Kurt Yoshi Principal Engineer
Ву:	Deputy City Manager		
Appro	oved as to form:		
	Best & Krieger LLP Attorney		
Ву:	Public Works Director/City Engineer	-	
IN CO	OMPLIANCE WITH CONTRACT INSU	IRANCE REQUIRE	EMENTS
Ву:	Human Resources & Risk Managem	_ ent Director	
IN CC	OMPLIANCE WITH PURCHASING AND C	CONTRACT ADMINI	STRATION POLICIES/PROCEDURES
Chief	Financial Officer	Purcha	sing Office

EXHIBIT A

Scope of Services



CITY OF FONTANA PURCHASING OFFICE 8353 SIERRA AVENUE FONTANA, CALIFORNIA 92335



Qualifications to Provide

Geotechnical Services for City Hall Renovation Project -Phase I

City of Fontana (SQ-06-DE-23)







September 9, 2022 Proposal No. P04-03777





September 9, 2022 Proposal No. P04-03777

Mr. Sid Lambert City of Fontana Purchasing Office 8353 Sierra Avenue Fontana, California 92335

Subject: Qualifications to Provide Geotechnical Services for

City Hall Renovation Project - Phase I City of Fontana (SQ-06-DE-23)

Dear Mr. Lambert:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore), a California corporation, is pleased to submit our qualifications and proposal to provide the City of Fontana (City) with geotechnical and materials testing services for the City Hall Renovation Project - Phase I. We have prepared this proposal based on the City's Request for Qualifications and Proposal SQ-06-DE-23. We fully understand the type of services the City requires, and are ready to meet your needs by making available a dedicated team of professionals who have the requisite experience and resources to successfully complete the project.

Ninyo & Moore has provided similar geotechnical services for projects throughout California and has successfully completed numerous projects for the City since 1995. Having successfully worked on previous contracts with the City, we are very familiar with the City's administrative procedures as well as the technical requirements necessary for this contract, and are confident that the City will find Ninyo & Moore a responsible proposer.

Some of the advantages offered by Ninyo & Moore to the benefit of the City include:

- RELEVANT EXPERIENCE A proven track record of successfully providing similar geotechnical services in and around the City since 1995.
- AVAILABLE RESOURCES As one of the largest geotechnical and environmental consulting firms in southern California, Ninyo & Moore employs more than 550 professionals, including in-house professional staff to perform all the geotechnical services for this contract. Our inhouse professional and equipment resources enables Ninyo & Moore to deliver efficient services to our clients.
- CERTIFIED LABORATORIES AND EQUIPMENT Our laboratories have been certified/accredited by various agencies including Caltrans, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), the Division of the State Architect (DSA), the City of Los Angeles, and many other public agencies.
- **PROXIMITY** Our geotechnical services will be coordinated from our local Fontana office and certified soils and materials laboratory, located at 7888 Cherry Avenue, Unit I, in Fontana, California. The proximity of our office and laboratory will enable us to provide quick response to requested services and will essentially eliminate delays due to travel time and traffic for our personnel.





Ninyo & Moore is committed to ensuring client satisfaction and meeting the needs of every client on each project. We are excited to continue to provide comprehensive geotechnical services to the City and further build upon our strong relationships with the City staff. We are fully prepared to make every possible commitment needed for successful and timely completion of the City Hall Renovation Project - Phase I.

We look forward to the opportunity to discuss our capabilities with you personally. Ninyo & Moore appreciates the City's favorable consideration of our proposal.

Respectfully submitted, NINYO & MOORE

Kurt S. Yoshii, PE, GE Principal Engineer

MLP/AR/emv

Distribution: 1 (via Planet Bids upload)

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Appendix A

Resumes of Key Personnel

Technical Proposal







OUR EXPERIENCE OFFERS BOTH DIVERSITY & DEPTH

Ninyo & Moore has provided geotechnical services for the City of Fontana since 1995. Our qualifications demonstrate our expertise and experience providing the requested scope of services by our teams engineers, geologists, and field technicians.

Ninyo & Moore offers the following benefits:

- √ Qualified Registered Engineers and Geologists
- √ Qualified Inspectors and Field Technicians
- √ Responsive Team
- Credentialed Local Laboratory

Identification of the Firm

Ninyo & Moore Geotechnical and Environmental Sciences Consultants 7888 Cherry Avenue, Unit I Fontana, California 92336 909.758.5960 www.ninyoandmoore.com

2. Contact Person

Michael Putt, PG, CEG Principal Geologist/Project Manager 7888 Cherry Avenue, Unit I Fontana, California 92336 p. 909.758.5960 ext. 12321

e. mputt@ninyoandmoore.com

3. Subconsultants

Ninyo & Moore has personnel and equipment resources to provide the professional geotechnical services including laboratory and engineering analysis required for this contract in-house, without the need of subconsultants. 60,000 +

1,200 +

projects in the County of San Bernardino

85 +

projects for the City of Fontana

4. **Work Plan**

Based on our review of the Reguest for Qualifications and Proposals (RFQ/P), the City Hall Renovation Project – Phase I consists of demolishing the existing Fire Administration Building located at 17001 Upland Avenue in Fontana and constructing a new twostory municipal building. The new building will include a first tier parking structure that will accommodate approximately 65 parking spaces and office spaces will be constructed on the second tier. Each level of the new building will have an approximate footprint of 33,000 square feet. We anticipate that additional improvements associated with the project will include new utilities and new pavements adjacent to the new building.

In preparation of this proposal, we have reviewed regional geologic and seismic data for the site vicinity which indicate that the site is underlain by Holocene-age sand and gravel young alluvial fan deposits. The depth to groundwater in the site vicinity is on the order of 500 feet. Due to the relatively deep groundwater, the site is not located within a County of San Bernardino liquefaction hazard zone. No active faults are known to cross the site and the site is not located within a mapped earthquake fault zone.

Based on our understanding of the project and the information presented above, we have prepared the following scope of services. Our geotechnical consulting and materials testing services will be performed in accordance with the 2019 California Building Code, Greenbook Specifications for public works construction, and current standards of practice. Our technical approach for the Phase I geotechnical design services for the project will include a thorough review of background materials, a subsurface exploration program consisting of four soil borings, laboratory testing of soil samples, geotechnical engineering analysis of the data collected, and preparation of a geotechnical evaluation report. In accordance with the RFQ/P, our services for Phase II of the project includes geotechnical and materials testing services as part of our role as the geotechnical engineer of record for the project.







Phase I – Geotechnical and Soils Investigation

Our geotechnical design services will include the following:

Task 1 – Field Exploration Planning

- Project coordination, scheduling of field work, and consultation with the project team to provide geotechnical input.
- Review of readily available geologic and topographic maps, published literature, stereoscopic aerial photographs, previous geotechnical reports prepared for the site, and in-house information.
- Acquisition of a San Bernardino County Environmental Health Services well permit for drilling borings deeper than 20 feet.
- Prepare a site-specific health and safety plan to support our field exploration activities.
- A field reconnaissance to evaluate the surface conditions on-site and to mark the proposed boring locations for clearance with Underground Service Alert. We will provide geophysical utility locating services to clear the proposed boring locations during our reconnaissance and boring markout.

Task 2 – Field Exploration

- Subsurface exploration consisting of the drilling, logging and sampling of four hollow-stem auger borings using truck-mounted drilling equipment. We anticipate that one boring will be drilled to depths of approximately 80 feet and three borings will be drilled to depths of approximately 25 feet. The borings will be drilled to the indicated depths, or refusal, whichever is shallower. The borings will be logged by an engineer or geologist from our firm, and bulk and relatively undisturbed soil samples will be collected at selected intervals for laboratory testing. In accordance with San Bernardino County Environmental Health Services requirements, the borings will be backfilled with grout. Following completion of drilling, borings performed in paved areas will be patched with rapid-set concrete dyed black or asphalt cold patch.
 - Excess soil cuttings from the drilling will be placed in 55-gallon drums and temporarily stored at a secure location on-site. Representative samples of the drummed soils will be collected and sent to a laboratory for analytical testing to characterize the soil for disposal purposes. Following characterization, the drummed soils will be transported to an off-site disposal facility by a licensed waste-hauler. It is anticipated that the soil will be classified as non-hazardous waste.

Task 3 – Laboratory Testing

Geotechnical laboratory testing of selected soil samples, including tests to evaluate in-situ moisture and density, sieve analyses, Atterberg limits, shear strength, consolidation, R-Value, and soil corrosivity, as appropriate.

Task 4 - Geotechnical Engineering Analysis

- Compilation and geotechnical analysis of field and laboratory data, including analyses to evaluate and provide recommendations pertaining to the following:
 - Suitability of the site for the proposed construction from a geotechnical standpoint.
 - Description of the geology and soils anticipated at the site.
 - Evaluation of the site seismicity and geologic hazards that may impact the project improvements. 2019 California Building Code (CBC) seismic design coefficients will be presented. Seismic hazards to be evaluated will include the potential for fault rupture, soil liquefaction and dynamic settlement potential. The Site Class will be identified in accordance with the 2019 CBC.
 - Evaluation of the depth to groundwater as encountered in our borings and our review of regional data.
 - Excavation characteristics of the on-site materials, including anticipated difficult excavation, caving potential, and oversize material handling.
 - Excavation stability and appropriate shoring systems. Excavations will be evaluated with respect to existing improvements and underground utilities. Shoring design criteria will include allowable lateral earth pressures, allowable passive pressures, and allowable settlement
 - Fill material and compaction requirements, including suitability of the on-site soils for use as structural fill, bedding material, and trench backfill.
 - Geotechnical engineering design parameters for the proposed building foundations and retaining walls (if proposed), including allowable bearing capacity values, lateral earth pressures, and estimated total and differential settlement. Foundation recommendations will be provided for footing foundation, mat foundations, and/or pile foundations, as appropriate.
 - Geotechnical constructability issues and protection of existing facilities.
 - Structural pavement design for asphalt concrete and Portland cement concrete, if new parking is proposed.
 - Evaluation of the corrosion potential of on-site soils.



GEOTECHNICAL ENGINEERS



GEOLOGISTS



FIELD TECHNICIANS



INSPECTORS

3

Task 5 – Report Preparation

- Preparation of a Draft Geotechnical Evaluation report presenting our findings, conclusions, and recommendations pertaining to the design and construction of the proposed improvements. Our report will be signed by a registered geotechnical engineer and certified engineering geologist.
- Following receipt of review comments from the City's Bridging Plan Architect, we will prepare a Final Geotechnical Evaluation Report that incorporates revisions based on comments received. We will respond to one round of review comments.

Task 6 – Technical Consultation and Meetings

During our geotechnical design services, we will attend up to three virtual meetings with the City. We will also respond to emails and telephone calls, as needed.

Phase II – Geotechnical Engineer of Record – Materials Sampling And Testing





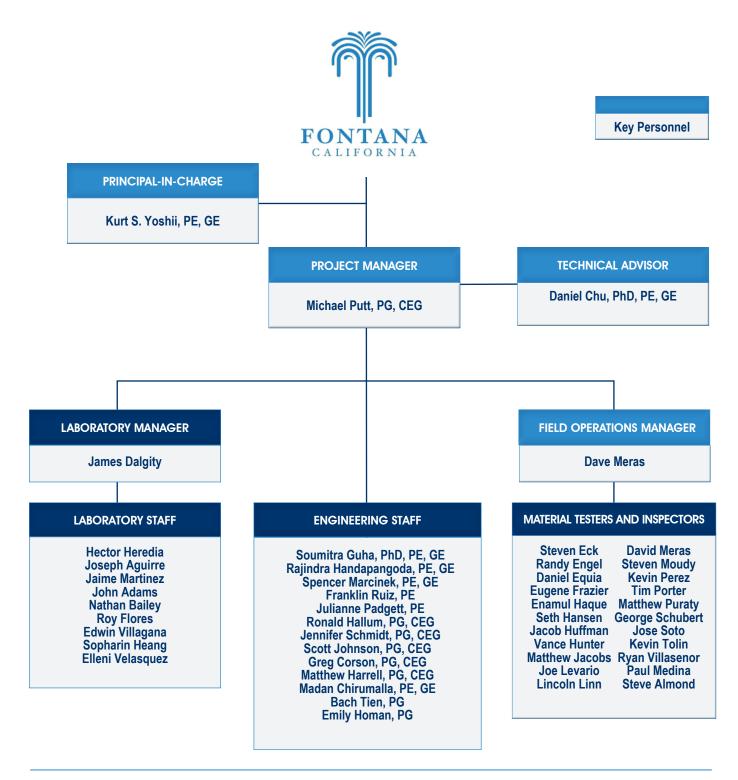


Our inspection and materials testing and sampling will include the following:

- Project coordination, management and technical support including review of the project plans and specifications, and liner related submittals, work scheduling and distribution of test data.
- Attendance at pre-construction meetings and as-requested field meetings.
- Field Senior Project Engineer/Geologist services for observation of remedial excavation bottoms and to provide supplemental written recommendations as needed.
- Field Technician services for observation, sampling and testing during earthwork including during building pad preparation, trench backfill, structure backfill, subgrade, aggregate base and during AC paving operations. Field density tests will be performed to check the Contractors compaction efforts.
- Field Specialty Inspector services during structural concrete and masonry construction including checking reinforcement steel installation, spacing, size, grade, location, clearances and anchorage. Inspection during concrete placement and consolidation will also be performed.
- Field Specialty Inspector services during structural steel construction onsite including inspection during welding and bolting and non-destructive examination of welds in accordance with the project specifications.
- Field ACI Concrete Technician services to provide observation, sampling and testing during structural concrete and grout placement including checking mix design, elapsed time, temperature, slump and casting a set of cylinders for each batch.
- Laboratory testing including compressive strength testing of concrete, grout, mortar, and masonry prisms, conformance testing of rebar and high strength bolts, and AC maximum density and stability on representative samples obtained in the field.
- Preparation of daily reports and test data sheets to document the items inspected.

5. Organizational Chart

We have carefully selected our project team to ensure that the City receives the dedicated, skilled staff with the required local experience, licenses, and communication skills that are necessary for the successful completion of this project. Because of the resources available at Ninyo & Moore, both in manpower and equipment, as well as the fact that geotechnical, materials, soils inspection and testing services is our area of expertise, we will be able to staff the anticipated projects without the use of subconsultants. Resumes are included in the Appendix and describe the individual qualifications of our key personnel.



6. **Schedule of Deadlines**

Ninyo & Moore recognizes that a major element of project success is the degree to which schedules and budgets are met. Our Project Manager will be responsible for the overall schedule, quality control, budget control, staff assignments, and client coordination.

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed and will begin acquiring necessary permits for our geotechnical subsurface exploration within one week. We anticipate that our field work will begin approximately two weeks after the receipt of permits and will take approximately 2 days to complete. We anticipate that laboratory testing will be completed approximately two weeks after the field work and our draft report will be issued approximately two weeks after the laboratory testing is completed. Our final geotechnical evaluation report will be completed within approximately one week after we receive the final comments on our draft report.

For the construction related services, these services are typically coordinated on an as-needed, daily basis with the City's pointof-contact or their authorized representative in the field.



7. **Staffing Plan**

Ninyo & Moore has established effective management control systems, have integrated them for efficient project administration, and have trained staff to respond quickly and efficiently to project situations as they arise in order to meet project deadlines. Having completed geotechnical services on many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. Additionally, field staff including technicians and inspectors, are made available from branch offices to meet increased staffing needs. Although not anticipated, if the project requires additional staff, we can utilize our staff from our Irvine or San Diego offices to accommodate peak construction periods. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements. Ninyo & Moore's project manager is available throughout the duration of all project assignments. Twenty-four-hours-a-day, seven-days-a-week, pointof-contact telephone/cell phone numbers are provided to the designated project manager/representative(s). Client requests are addressed immediately and emergency response to the project requiring it is provided throughout the duration of the project. If required, we can accelerate project scheduling without compromising quality by adding additional professional staff and working extended hours and weekends.

Due to the size of Ninyo & Moore, we do not intend to utilize subconsultants for this contract. Therefore, 100% of the work performed on this contract will be provided by our firm, a California corporation with over 36 years of expertise and experience with local laws, ordinances, regulations, policies, requirements, and permitting. Ninyo & Moore is proposing the key personnel on the following page for this project.

8. **Proposed Team**

We have carefully selected our project team to ensure that the City receives the dedicated, skilled staff with the required local experience, licenses, and communication skills that are necessary for the successful completion of the City project.

Principal-in-Charge



31 + YearsGeotechnical Engineering Experience

Mr. Kurt Yoshii, PE, GE, ENV SP will serve as the Principal-in-Charge for this contract. Mr. Yoshii graduated from the University of California at Berkeley with a degree in Civil Engineering. He has over 31 years of experience and for the past 27 years, Mr. Yoshii has been employed at Ninyo & Moore where he has personally performed various aspects of geotechnical engineering, including geotechnical investigation reports for various public works projects. He has personally managed the first on-call contracts Ninyo & Moore was awarded by the City of Fontana and is very familiar with both the administrative and technical requirements of the City. With this experience, he will be responsible for ensuring that Ninyo & Moore's team's performance meets or exceeds the City's expectations.

Technical Advisor



40 + YearsGeotechnical **Engineering** Experience

Dr. Daniel Chu, PE, GE will serve as our Geotechnical Engineering Technical Advisor. Dr. Chu earned his Ph.D. in geotechnical engineering from the University of California at Los Angeles, and is a licensed Civil and Geotechnical Engineer with over 40 years' experience. He has provided geotechnical engineering and third-party review services for many city and county agencies. Dr. Chu is responsible for the quality of engineering, training of staff, and engineering analysis. He has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu provides technical oversight during our geotechnical evaluations, exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation.

Project Manager



26 + YearsEngineering Geology Experience

Mr. Michael Putt, PG, CEG will serve as our Project Manager for this contract. Mr. Putt graduated from California State University Fullerton with a Bachelor's Degree in Geology. Mr. Putt has over 26 years of experience in providing engineering geology consultation, third-party geotechnical review services, as well as project management experience for on-call materials testing and inspection services contracts in Southern California. He has extensive experience on a variety of project types, including roads, highways, bridges, jack and bore tunneled undercrossings, hillside and flat-land mass grading projects, pump stations, pipelines, water and wastewater treatment plants, large- and small-scale stormwater infiltration projects and forensic investigations. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping.

Field Operations Manager



26 + YearsConstruction/ Materials Testing and Inspection Experience

Dr. Dave Meras will serve as our Field Operations Manager. Mr. Meras will coordinate the day-to-day activities of our field and laboratory staff for this contract. He oversees and assists the lead technicians with scheduling additional personnel and equipment as it becomes necessary. He oversees field testing of concrete and asphalt concrete, inspection of asphalt and concrete batch plants, geotechnical laboratory testing, quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, ACI, and UBC Standards. He has effectively coordinated field operations for Ninyo & Moore on many large public works projects including the cities of Fontana, Moreno Valley, Corona, Ontario, and South Pasadena, the Riverside County Transportation Commission, and Inland Empire Utilities Agency.

9. **Key Personnel**

Key team members and their classifications are listed below. Ninyo & Moore understands key personnel identified in the original technical/cost proposal shall not change (be different than) in the City's executed contract.

Team Member	Classification	Registrations/ Certifications	Years Experience/ Years with N&M
Kurt S. Yoshii, PE, GE	Principal-in-Charge	Registered Geotechnical Engineer, GE 2508 (CA) Registered Civil Engineer, CE 54759 (CA) Professional Engineer PE 14274 (NV) Professional Engineer PE 3791862202 (UT) Professional Engineer PE 48007 (CO) 40-Hour OSHA HAZWOPER Certification with Annual Updates (CFR 1910.120)	31/27
Michael Putt, PG, CEG	Project Manager	Professional Geologist, PG 7581 (CA) Certified Engineering Geologist, CEG 2341 (CA) Applied Rock Slope Engineering Short Course Registered Civil Engineer, CE 50994 (CA) Radiation Nuclear Gauge	26/14
Daniel Chu, PHD, PE, GE	Technical Advisor	Registered Civil Engineer, CA, PE 37991 (CA) Registered Geotechnical Engineer, CA, GE 2096 (CA)	40/30
Dave Meras	Field Operations Manager	AWS Welding Inspector ICC Fireproofing Special Inspector ICC Soils Special Inspector ICC Structural Steel & Bolting Inspector ICC Structural Welding Inspector Radiation (Nuclear Gauge) User Safety ACI Field Testing Technician Grade I Caltrans TL-0111	26/16



Experience

Over 36 years of providing geotechnical, environmental, and materials testing and special inspection services from 16 locations across the Western U.S.

Quality

We strive to continually improve the caliber, efficiency and cost effectiveness of our services and to meet or exceed the standards of our industry.

Commitment

Our primary goal is the complete and total satisfaction of our clients!

10. **Staff Resumes**

As requested, staff resumes are being included in the Appendix and describe the individual qualifications of our key personnel.

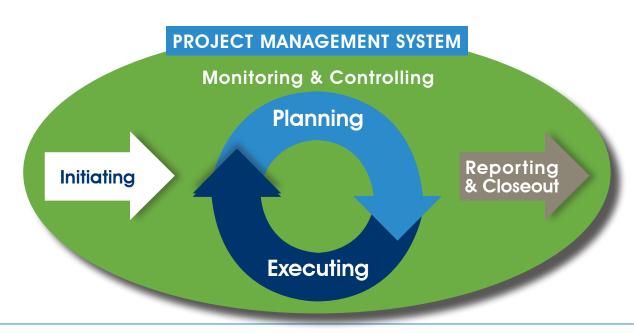
11. **Project Manager**

As Project Manager, Mr. Michael Putt will be the direct contact for the City and the individual authorized to negotiate the contract on behalf of Ninyo & Moore. Mr. Putt and staff will respond to City requests by return phone call/email/fax; within a day and typically much quicker. Mr. Putt understands the City requirements and will disseminate the requirements and scope of work to the project team. He will be answerable to the City on all contracted services. In-house communication has been streamlined with our local and wide-area computer networks to facilitate sharing of electronic files and documents such as reports, engineering analysis using geotechnical software, CAD, Microsoft project schedules, and personnel schedules and meeting coordination using Microsoft Outlook. Additionally, the project team assembles regularly to discuss project progress, issues, findings, and results.

Mr. Putt will track project progress, schedule and budget, and can report on a weekly basis to the City representative. The weekly reports can be emailed (or by other means upon request). Mr. Putt will also coordinate geotechnical related questions from other City consultants, such as the Civil Engineer, Structural Engineer, Architect, Corrosion Engineer, Environmental Engineer, and surveyors. The City will be copied and updated on all communication with other project consultants. Ninyo & Moore staff is available to attend City meetings involving other project consultants.

In his role of Project Manager, Mr. Putt will:

- Act as the liaison with the City's Project Manager and Inspector.
- Staff the project with qualified, experienced personnel who are familiar with the main elements of each assignment and have an understanding of the technology required to attain the project goals.
- Assure that key personnel are available as planned.
- Organize, direct and oversee project tasks and provide QA/QC oversight.
- Establish and enforce work element milestones.
- Establish and periodically review and monitor budgets, and implement cost control procedures.
- Prepare cost and performance reports, and manage funds for labor and materials procurement, as necessary.
- Assure compliance with regulatory agency protocol.
- Assure that work is completed within the required time-frame and approved cost.



12. **References**

As requested, below are three references and their pertinent contact information.

Company/Agency Name	City of Yorba Linda
Reference Name & Title	Mr. Rick Yee
Address	4845 Casa Loma Avenue Yorba Linda, California 92886
Phone Number(s)	(714) 961-7171
Email Address	ryee@yorba-linda.org
Work Performed	Ninyo & Moore provided geotechnical and materials testing and deputy inspection services during construction of the Yorba Linda Public Library & Arts Center. The project consisted of construction of a of a new 2-story, 45,000 square feet (SF) public library building and a new single-story 14,000 SF community arts center building, as well as a new parking lot and various site improvements. The new buildings structurally consist concrete spread footings, grade beams and slab on grade, structural steel framing including moment frames, metal stud walls, masonry walls, concrete over metal deck, and steel stairs.



Company/Agency Name	University of California, Irvine
Reference Name & Title	Mr. Eddie Nunez
Address	101 Academy, Suite 200 Irvine, California 92697
Phone Number(s)	(949) 923-5437
Email Address	enunez@uci.edu
Work Performed	Ninyo & Moore was retained to provide geotechnical, materials testing, and deputy inspection services for the construction of the University of California Irvine (UCI) Middle Earth Housing Expansion Project in Irvine, California.



Company/Agency Name	City of Los Angeles
Reference Name & Title	Mr. Patrick Schmidt
Address	1149 S. Broadway, Suite 120 Los Angeles, California 90015
Phone Number(s)	(213) 847-0535
Email Address	patrick.schmidt@lacity.org
Work Performed	Ninyo & Moore has been retained to provide on-call geotechnical and environmental services during the various new construction and reconstruction type projects located throughout Los Angeles, California.



Appendix A

Resumes of Key Personnel

Kurt S. Yoshii, PE, GE

Principal-in-Charge



EDUCATION

MBA, 1998, University of California Davis M.S., Geotechnical Engineering, 1989, University of California Berkeley

B.S., Civil Engineering, 1987, University of California Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to stafflevel engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

EXPERIENCE

City of Fontana, On-Call Testing and Inspection Services, Fontana, California: Principal Engineer retained to provide construction and inspection services for various projects for the City of Fontana including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

City of Yorba Linda, Library and Arts Center Project, Yorba Linda, California: Principl Engineer retained to provide geotechnical and materials testing and deputy inspection services during construction of the Yorba Linda Public Library & Arts Center project located in Yorba Linda, California. The project consisted of construction of a of a new 2-story, 45,000 square feet (SF) public library building and a new single-story 14,000 SF community arts center building, as well as a new parking lot and various site improvements. The new buildings structurally consist concrete spread footings, grade beams and slab on grade, structural steel framing including moment frames, metal stud walls, masonry walls, concrete over metal deck, and steel stairs. Other structural improvements included a masonry trash enclosure, reinforced masonry and concrete retaining walls, and steel framed trellis. Other site improvements include a parking lot, new utilities, a bio-detention system, light poles and concrete pavement. Ninyo & Moore's project management staff maintained a positive working relationship with the project construction management and City of Yorba Linda engineering staff.

UCI Middle Earth Housing Expansion Project, Irvine, California: Served as Principal Engineer to provide geotechnical, materials testing, and deputy inspection services for the construction of the University of California Irvine (UCI) Middle Earth Housing Expansion Project in Irvine, California. This design/build project included construction of two seven-level dormitory towers (North and South Towers) established at ground level with one basement level planned near the eastern portion of the building footprint. Level 1 will be utilized as a dining area and loading dock, and the basement will be used for mechanical, electrical, and plumbing utilities. Additional site improvements included outdoor volleyball and basketball athletic courts, outdoor seating, and vegetation, including trees and landscaped grass area, and hardscape, including asphalt and concrete pavements. Earthwork for the project included overexcavation and recompaction to replace the existing undocumented fill materials beneath the building footprints and to provide compacted soils beneath shallow spread footings and concrete flatwork.

Kurt S. Yoshii, PE, GE

Principal-in-Charge

City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services: Principal Engineer for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Our services include geotechnical design, environmental hazardous materials evaluation, and geotechnical construction support services.

Fire Station No. 78, Fontana, California: Served as Principal Engineer for geotechnical consulting services relative to the design of a proposed fire station to be located on a vacant site along Citrus Avenue, about 1,000 feet north of Baseline Road, in the city of Fontana, California. Our services included a review of geologic and historical background information; subsurface exploration consisting of drilling, sampling, and logging of three exploratory borings; and laboratory testing to evaluate the characteristics of the on-site soils.

Community Development Administration Building & Parking Structure, Fontana, California: Principal Engineer retained for the construction of the new Community Development Administration Building (CDAB) and Parking Structure in Fontana, California. Ninyo & Moore previously performed the preliminary geotechnical evaluation for the CDAB. Services included coordination and review of our previous work, including background data and available plans and details regarding the proposed construction; site reconnaissance to observe and document surficial conditions and to mark the proposed boring locations for utility clearance; subsurface evaluation; laboratory testing of soil samples obtained from the exploratory borings; compilation and geotechnical analysis of the field and laboratory data; and preparation of a report to present our findings, conclusions, and geotechnical recommendations pertaining to the design and construction of the proposed building and parking structure foundations.

UPS Main Sort Building Expansion, Ontario, CA: Project Engineer retained to provide geotechnical consulting services for the design and during construction of the Main Sort Facility Expansion Project, located in Ontario, California. The expansion project included construction of an approximately 175,000 square foot addition to the existing approximately 487,000 square foot Main Sort Building. Field and laboratory data was analyzed in order to provide geotechnical recommendations and design parameters for the proposed expansion project. Mr. Yoshii provided recommendations for earthwork and grading operations, including recommendations for overexcavation, fill placement and compaction, building pad preparation, temporary excavation stability, utility construction, foundations, corrosivity, concrete type, surface drainage, and pavement design. The recommendations from our reports were incorporated in the plans for the building expansion and associated facilities construction.

Riverside County Transportation Commission (RCTC) On-Call Geotechnical, Environmental, and Materials Testing Services, Riverside County, California: Principal-in-Charge for the on-call geotechnical, environmental, and materials testing and inspection services contract with RCTC to support various design and construction projects including geotechnical design services for construction of new Metrolink railroad stations, bridge foundations, highway interchange improvements, parking lot and roadway paving recommendations. His responsibilities included contract management and daily coordination of field technicians, special deputy inspectors, and laboratory testing services, and submittal of the field and laboratory reports, as well as overall management of the soils and materials testing and inspection contract.

County of San Bernardino/Real Estate Services Department/On-Call Professional Services / Geotechnical Consulting / Materials Testing and Inspection Services: Principal-in-Charge providing as-needed geotechnical and materials testing and inspection services for the County of San Bernardino Real Estate Services Department. Services included on-call support of a variety of construction projects throughout the County of San Bernardino including the Forensic 2Y65 Crime Lab, the Fontana Crisis Stabilization Unit Facility 7N25, the Morongo Crisis Residential Treatment Facility 7N20, County Government Center Phase 1B site beautification 10.10.0017, and several other projects. Services included geotechnical design, geotechnical observation, materials testing and inspection services for new construction, modernizations, parking lots, shade structures, and site work. Ninyo & Moore's scope during construction consisted of soils, concrete, masonry, welding, and pull/torque testing. Our laboratory services included proctor density tests, sand equivalent, r-value, compression testing of concrete, grout, and mortar, and moisture vapor emissions testing.

Michael Putt, pg, ceg

Project Manager



EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

REGISTRATIONS/ CERTIFICATIONS

PG 7581 (California) CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

EXPERIENCE

California Department of Corrections and Rehabilitation 50 Bed Mental Health Crisis Facility, Chino, California: Principal Geologist provided geotechnical consulting services for the California Department of Corrections and Rehabilitation 50 Bed Mental Health Crisis Facility project located at the California Institute for Men in Chino, California. The project involved the design and construction of a new two-story, 47,550 square-foot building, paved walkways, and paved parking lots. The new Mental Health Crisis building will accommodate housing, administration, treatment, and custody services that will be needed to support 50 inmates/patients. Services included attendance at a project kickoff teleconference meeting, preparation and submittal of a project work plan and schedule, project coordination, background review, acquisition of security clearances for project personnel, a site reconnaissance meeting and markout of boring locations, subsurface evaluation, laboratory testing of collected soil samples, compilation and analysis of the collected data, and preparation of a geotechnical evaluation report.

University of California Irvine, Business Unit 2 Building, Irvine, California: Principal Geologist retained for a preliminary geotechnical evaluation for the University of California, Irvine, School of Business, Unit 2 Building project located in Irvine, California. The project involved construction of a new five-level building, with the first level being partially below grade. Services included review of available geologic maps, published literature, aerial imagery, and in-house information; review of seismic data, including fault hazard maps, seismic hazards maps, and other readily available data regarding geologic and seismic hazards within the project area; performance of a geotechnical site reconnaissance to observe the general surface conditions on site, and coordinate with Underground Service Alert for underground utility clearance; performance of a subsurface exploration; performance of laboratory testing; and preparation of a geotechnical data report presenting a summary of geologic hazards, our boring logs, and laboratory test data.

City of Corona On-Call Professional Services, Corona, California: Principal Geologist provided on-call geotechnical engineering consulting services for various projects in the City of Corona. Services included geotechnical observation and materials testing services for various construction projects including pavement rehabilitation and sewer main improvement projects. Specific projects included Corona 6th Street Pavement Rehabilitation, Via Blario Sewer project. Services included

Michael Putt, PG, CEG Project Manager

geotechnical observation, sampling, testing, and documentation during subgrade preparation, concrete bus pad construction, aggregate base and asphalt concrete placement, performance of batch plant inspections, laboratory testing including testing of concrete compressive strength, distribution of test data, and preparation of a final compaction report.

City of Jurupa Valley, Third Party Reviews: Served as Project Manager for the two third-party geotechnical reviews for residential and commercial development project. The geotechnical review of Environmental Impact Reports are based on the current California Environmental Quality Act guidelines for Geology and Soils. The review of design-level reports are based on the guidelines presented in the 2013 California Building Code (CBC), the County of Riverside Technical Guidelines for Review of Geotechnical and Geologic Reports, and the current standards of practice.

Camp Kilpatrick Replacement Project, Malibu, California: Principal Geologist retained during construction of the Camp Kilpatrick Replacement project located in Malibu, California. The design/build project consisted of construction of a new youth camp that included construction of four new cottages totaling approximately 26,700 square feet, an approximately 7,950-square-foot Support Center building, an approximately 4,000-square-foot maintenance/warehouse building, and an approximately 3,700-square-foot gymnasium/chapel building. The new structures and a new 108-space parking lot were to be constructed within the area of the demolished buildings and the center open space area between the buildings. Geotechnical services included evaluating the soil and geologic conditions of the site in order to develop geotechnical recommendations for design and construction of the project, as well as percolation testing to evaluate the subsurface suitability of the site for stormwater infiltration.

La Pata Avenue Gap Closure Project, Orange County, California: Serving as Project Manager providing geotechnical consulting services during construction of the La Pata Avenue Gap Closure Project in Orange County, California, as part of the Hill Int. construction management team for the County of Orange. The project involves the widening of 1.8 miles of La Pata Avenue in San Juan Capistrano and extending the roadway 2 miles to Avenida La Pata in San Clemente which will provide an essential link in the local roadway network. Mr. Putt responsibilities as project manager and certified engineering geologist of record include project coordination and scheduling, oversight of field technicians, geologists, and engineers, attendance at project team meetings, and preparation of project correspondence, reports, invoices and budget management.

Daniel Chu, PhD, PE, GE

Technical Advisor - Geotechnical Engineering



EDUCATION

Ph.D., Geotechnical Engineering, 2006, University of California, Los Angeles

M.S., Geotechnical Engineering, 1981, Utah State University

B.S., Civil Engineering, 1978, National Central University, Chungli, Taiwan

REGISTRATIONS/ CERTIFICATIONS

RCE 37991 (California) GE 2096 (California

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers California Geotechnical Engineers Association As Chief Geotechnical Engineer for Ninyo & Moore, Dr. Chu is responsible for the quality of engineering, technical approach, training of staff, and engineering assignments for the Irvine office. Dr. Chu has extensive experience providing geotechnical engineering for reservoirs, water treatment plants, pump stations, pipelines, tunnels, bridge structures, highways, and commercial developments. Dr. Chu has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu has direct project involvement including evaluation of exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation.

EXPERIENCE

Community Development Administration Building & Parking Structure, Fontana, California: Technical Advisor and Chief Geotechnical Engineer retained for the construction of the new Community Development Administration Building (CDAB) and Parking Structure in Fontana, California. Ninyo & Moore previously performed the preliminary geotechnical evaluation for the CDAB. Services included coordination and review of our previous work, including background data and available plans and details regarding the proposed construction; site reconnaissance to observe and document surficial conditions and to mark the proposed boring locations for utility clearance; subsurface evaluation; laboratory testing of soil samples obtained from the exploratory borings; compilation and geotechnical analysis of the field and laboratory data; and preparation of a report to present our findings, conclusions, and geotechnical recommendations pertaining to the design and construction of the proposed building and parking structure foundations.

Fire Station Number 22, Irvine, California: Served as Technical Reviewer during geotechnical services for the proposed Orange County Temporary Fire Station No. 22. Services included review of geologic and other background documentation; performance of a subsurface evaluation; and laboratory testing. The subsurface and laboratory data were compiled and presented in a written report with recommendations.

Silverado Canyon Fire Station, Orange County, California: Served as Technical Reviewer providing geotechnical design recommendations for the proposed construction of the Silverado Canyon Fire Station. Service include review of geologic background materials, site reconnaissance to map the surficial geologic conditions, and the excavation of four exploratory borings to collect soil samples for laboratory testing. Recommendations relative to earthwork, foundation design, and pavement design were presented.

Rancho Santiago Community College District, New Classroom Buildings, Centennial Education Center,: Served as Technical Advisor for the geotechnical evaluation for the new classrooms at the Centennial Education Center in Santa Ana, California. The project involved construction of a two-story permanent classroom building and three modular classrooms. The two-story classroom included a footprint of approximately 10,500 square feet and was constructed as a concrete masonry unit (CMU) structure with slab-on-grade floors. The proposed modular buildings were

Daniel Chu, PhD, PE, GE Technical Advisor - Geotechnical Engineering

single-story structures with a total of approximately 2,900 square feet replaced three existing modular buildings. Subsurface evaluation consisted of drilling, logging, and sampling of four small-diameter borings. Remedial grading recommendations included removal and recompaction of the upper approximately 10 feet of soil below the finish grade. Recommendations for the subject project included building pad preparation, temporary excavation and shoring, seismic design considerations, shallow foundations and slab-on-grade, utility bedding and trench backfill, pavement design and corrosion potential of the soils.

Westrux International Facility, Santa Fe Springs, California: Served as Project Engineer providing engineering analyses and report review for the proposed commercial building addition and parking lot at the Westrux International Facility. Services included review of pertinent information; review of background documents, geologic maps and stereoscopic aerial photographs; discussion of the project with the design team; performance of a subsurface evaluation; laboratory testing; data compilation and geotechnical analyses including settlement, bearing capacity, corrosion potential, liquefaction, and preliminary pavement design.

Omnitrans East Valley Maintenance Facility, San Bernardino, California: Served as Project Engineer providing engineering analyses and report review for the proposed bus maintenance building. Services included review of background documentation, geologic maps, and stereoscopic aerial photographs; performance of a site reconnaissance; performance of a subsurface evaluation consisting of nine small-diameter borings; laboratory testing; data compilation and geotechnical analyses including settlement, bearing capacity, corrosion potential, liquefaction, and preliminary payement design.

Culver Studios Building J and Parking Structure, Culver City, California: Technical Advisor and Chief Geotechnical Engineer for a multi-phased expansion of the The Culver Studios television and movie production lot located in Culver City, California. The Comprehensive Plan involved subsurface exploration and geotechnical design for a new proposed four-story parking structure, new four-story office buildings, and a new maintenance building totaling more than 400,000 square feet (SF). Previous services included geotechnical exploration and design for previous planned expansions of the facility involving new office buildings, and new above grade and underground parking structures on the lot totaling more than 500,000 SF. Services included subsurface exploration, installation of a 100-foot-deep monitoring well, geologic observation and testing, and recommendations for foundation design for footing, mat and pile options, seismic design criteria, dewatering, temporary excavations, shoring systems and lateral earth pressures.

David A. Meras

Field Operations Manager



REGISTRATIONS/ CERTIFICATIONS

ACI Field Testing Technician Grade I, No. 00992784

AWS Welding Inspector, No. 16081091

ICC Fireproofing Special Inspector

ICC Soils Special Inspector, No. 8168055-EC

ICC Structural Steel & Bolting Inspector, No. 8168055-S1

ICC Structural Welding Inspector, No. 8168055-S2

Radiation (Nuclear Gauge) User Safety

Caltrans TL-0111 (125.0, 216.0, 231.0, 504.0, 518.0, 523.1, 524.0, 533.0, 539.0, 540.0, 557.0)

USDOT, HAZMAT 49CFR 172, Subpart H

As a Special Inspector/Technician for Ninyo & Moore, Mr. Meras is responsible for performing quality control and quality assurance testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a senior technician, Mr. Meras has extensive experience providing both field and laboratory testing of soils and construction materials and maintains his current soils and materials testing certifications from ACI and Caltrans, as well as his nuclear gauge certification. He provides geotechnical observation and testing services during earthwork operations, including mass grading operations, trench and wall backfill, and roadway and building pad subgrade preparation. Mr. Meras also has extensive experience in the requirements and specifications in Greenbook for public works construction projects, as well as the requirements of Caltrans for testing frequencies, test methods, and record keeping as described in Caltrans Standard Specifications, Standard Special Provisions, and the Caltrans Construction Manual. He maintains a current Caltrans TL-0111 certification for both field and laboratory testing.

EXPERIENCE

City of Fontana, Fontana Library and Resource Technology Center, Fontana, California: Field Operations Manager retained to provide soils, materials testing, and inspection services for the construction of the Fontana Library and Resource Technology Center. Improvements consisted of constructing a new approximately 93,000 square foot, 2-story building, over a parking garage with a capacity of 187 spaces. Construction consisted of reinforced concrete spread footings, grade beams, slab on grade, cast-in-place concrete and CMU walls, structural steel framing with metal decking, and open web steel trusses.

UCI Middle Earth Housing Expansion Project, Irvine, California: Served as Field Operations Manager to provide deputy inspection services for the construction of the University of California Irvine (UCI) Middle Earth Housing Expansion Project in Irvine, California. This design/build project included construction of two seven-level dormitory towers (North and South Towers) established at ground level with one basement level planned near the eastern portion of the building footprint. Level 1 will be utilized as a dining area and loading dock, and the basement will be used for mechanical, electrical, and plumbing utilities. Additional site improvements included outdoor volleyball and basketball athletic courts, outdoor seating, and vegetation, including trees and landscaped grass area, and hardscape, including asphalt and concrete pavements. Earthwork for the project included overexcavation and recompaction to replace the existing undocumented fill materials beneath the building footprints and to provide compacted soils beneath shallow spread footings and concrete flatwork.

City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services: Special Inspector for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Our services include geotechnical design, environmental hazardous materials evaluation, and geotechnical construction support services.

Yorba Linda Town Center Parking Structure, Yorba Linda, California: Field Operations Manager rovided deputy inspection and materials testing services during construction of the Yorba Linda Town Center – Parking Structure project located

in Yorba Linda, California. The project consisted of a new 4 level parking structure. Services included deputy inspections by International Code Council (ICC) certified inspectors and materials testing services by American Concrete Institute (ACI) certified materials testers. Deputy inspection during concrete and shotcrete construction included inspection during installation of reinforcing steel, PT tendons, formwork, anchors, and during concrete placement. Project management staff worked closely with the City field representatives to coordinate services.

Fullerton Unified School District, Sonoma High School Gymnasium, Fullerton California: – Mr. Meras provided structural steel welding and bolting inspection services. The structure generally consisted of concrete foundations, masonry walls and steel framing. He also provided inspections at the AWI structural steel fabrication plant located in Pico Rivera, California

Arcadia Unified School District – District Maintenance Building, Arcadia, California – Provided structural steel welding and bolting inspection services. Structurally, the construction included steel frames, decking and seismic connections. Connections included high strength bolting.

Anaheim Ponderosa Park Community Center and Gymnasium, Anaheim, California – Provided structural steel welding and bolting inspection during steel construction at the site. Structurally, the construction generally included concrete foundations, masonry walls for the gymnasium and steel framing for the community center building.

Four Parking Structures, Metro Gold Line Authority, Arcadia, California: Served as Field Operations Manager during geotechnical consulting services for the design and construction of four parking structures for the Metropolitan Gold Line Authority as part of the overall Gold Line Foothill Extension. The project included the design and construction of four multi-level parking structures, retaining walls, electrical substations, at-grade parking facilities, site enhancements, flatwork, and wet and dry utilities.

County of Los Angeles Department of Public Works, Los Angeles, California: Field Operations Manager provided materials testing and inspection services on transportation projects, including construction of new Metrolink railroad stations, bridge foundations, highway interchange improvements, parking structures and roadway paving.

I-15 at Duncan Canyon Road Interchange, Fontana, California: Served as Materials Tester providing materials testing services during construction. The project consisted of modifying the existing interchange, realignment of Lytle Creek Road, and storm drain improvements. His services included oversight of field testing of soil, aggregates, concrete and asphalt concrete, inspection of asphalt and concrete batch plants, geotechnical laboratory testing, and quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, CALTRANS, ACI.

Corona Foothill Parkway Westerly Extension, Corona, California: Served as Materials Tester during construction of the Foothill Parkway Westerly Extension project in Corona, California. The project is located within the southwesterly limits of Corona and in the unincorporated area of Riverside County. Services included geologic mapping during the mass grading excavations as well as inspection and compaction testing during the earthwork operations. Materials testing and inspection services included conformance testing of the construction materials, Gamma-Gamma logging of CIDH caissons constructed using the wet placement method, profilograph (CT 526) and skid testing (ASTM1274/ CT 342) of the bridge deck, and conformance testing of the subgrade soils, base materials, asphalt and Portland cement concrete materials used on the project.

La Pata Avenue Gap Closure, Orange County, California: Senior Field Technician during construction materials testing services during construction of the La Pata Avenue Gap Closure and Camino Del Rio Extension Project in Orange County, California. Services included observation and compaction testing during 12 million cubic yards of mass grading that involved removal of landslides and construction of buttresses.

San Bernardino County Transportation Authority, I-215 Segments 1 & 2, San Bernardino Associated Governments, San Bernardino, California: Served as Materials Tester providing compaction testing, extensive asphalt testing and batch plant inspection, and making concrete cylinders during construction of the I-215 Segments 1 & 2 project in San Bernardino, California. The project consisted of widening and realignment of approximately 2.4 miles of the existing I-215. Services include construction observation and intermittent field and laboratory testing of the construction materials used in the proposed project. Testing was performed in accordance with CTM standards.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Table 1 - Breakdown of Fee							
Project Coordination and Background Review (Task 1)							
Principal Engineer/Geologist/Environmental Scientist	1 hour	@	\$	188.00	/hour	\$	188.00
Senior Project Engineer/Geologist/Environmental Scientist	2 hours	@	\$	173.00	/hour	\$	346.00
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours	@	\$	150.00	/hour	\$	900.00
			Sı	ubtotal		\$	1,434.00
Permit Acquisition and Preparation of a Health and Safety	Plan (Task	1)					
Senior Project Engineer/Geologist/Environmental Scientist	1 hour	@	\$	173.00	/hour	\$	173.00
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours	@	\$	150.00	/hour	\$	900.00
Permit Fees (San Bernardino County Environmental Health)		Lu	mp	Sum		\$	425.00
			Sι	ıbtotal		\$	1,498.00
Site Reconnaissance and Markout for Utility Clearance (Ta	ask 1)						
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours	@	\$	150.00	/hour	\$	600.00
Geophysical Utility Locating		Lu	mp	Sum		\$	1,250.00
Field Vehicle and Equipment Usage	4 hours	@	\$	15.00	/hour	\$	60.00
			Sι	ıbtotal		\$	1,910.00
Subsurface Evaluation (Task 2) (Assumes 1 boring up to approximately 80 feet deep and 3	R horinge ur	to:	ann	rovimato	ly 25 foot	do	an)
Senior Staff Engineer/Geologist/Environmental Scientist	18 hours	@	\$	150.00		\$	2,700.00
HSA Truck Drill Rig (Subcontractor) - Prevailing Wage	16 hours	@	\$	465.00		\$	7,440.00
Drill Rig Support Vehicle	2 days	@	\$	575.00		\$	1,150.00
Drill Rig Mobilization/Demobilization (Prevailing Wage)	2 hours	@	\$	465.00	•	\$	930.00
Grout Backfill	155 feet	@	\$	12.00		\$	1,860.00
Soil Drums	10 drums	_	\$		/drum	\$	950.00
Drum Disposal	10 drums	$\overline{}$	\$	195.00		\$	1,950.00
Analytical Testing for Soil Disposal	1 sampl	_	\$		/sample	\$	300.00
Field Vehicle and Equipment Usage	18 hours	@	\$	15.00	/hour	\$	270.00
Supplies		Lu	mp	Sum		\$	100.00
				ubtotal		\$	17,650.00
Laboratory Analyses (Task 3)							
Tests to include moisture and dry density, sieve analysis, Atte	rberg limits,	shea	r st	rength,			
consolidation, R-value, and corrosivity.			_			\$	3,650.00
Data Compilation and Analysis (Task 4)			Sı	ıbtotal		\$	3,650.00
Principal Engineer/Geologist/Environmental Scientist	6 hours	@	\$	188.00	/hour	\$	1,128.00
Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@	\$	173.00		\$	2,076.00
Senior Staff Engineer/Geologist/Environmental Scientist	16 hours	@		150.00		\$	2,400.00
Comor Stan Engineer, Goologist Environmental Colemat	TO HOUTS	œ.		ubtotal	/IIoui	\$	5,604.00
Draft Report Preparation (Task 5)						Ť	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Principal Engineer/Geologist/Environmental Scientist	4 hours	@	\$	188.00	/hour	\$	752.00
Senior Project Engineer/Geologist/Environmental Scientist				172 00	/hour	\$	2,076.00
	12 hours	@	\$	173.00	/110 GI	φ	1,200.00
Senior Staff Engineer/Geologist/Environmental Scientist	12 hours 8 hours	@	\$ \$	150.00		\$	
		_			/hour		588.00
Senior Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$	150.00	/hour /hour	\$	588.00 426.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor	8 hours 6 hours 6 hours	@ @	\$ \$ \$	150.00 98.00	/hour /hour	\$	
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara	8 hours 6 hours 6 hours tion (Task 5	@ @ @	\$ \$ \$ \$i	150.00 98.00 71.00 ubtotal	/hour /hour /hour	\$ \$ \$	426.00 5,042.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist	8 hours 6 hours 6 hours tion (Task 5 2 hours		\$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00	/hour /hour /hour	\$ \$ \$	426.00 5,042.00 376.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist	8 hours 6 hours 6 hours tion (Task 5 2 hours 4 hours		\$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00	/hour /hour /hour /hour	\$ \$ \$ \$	426.00 5,042.00 376.00 692.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator	8 hours 6 hours tion (Task 5 2 hours 4 hours 1 hour		\$ \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00	/hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist	8 hours 6 hours 6 hours tion (Task 5 2 hours 4 hours		\$ \$ \$ S \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00 71.00	/hour /hour /hour /hour /hour	\$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00 71.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor	8 hours 6 hours tion (Task 5 2 hours 4 hours 1 hour		\$ \$ \$ S \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00	/hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Meeting Attendance (Task 6)	8 hours 6 hours 7 hours 1 hours 1 hour		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00 71.00 ubtotal	/hour /hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00 71.00 1,237.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Meeting Attendance (Task 6) Principal Engineer/Geologist/Environmental Scientist	8 hours 6 hours 7 hours 1 hour 1 hour 3 hours		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00 71.00 ubtotal	/hour /hour /hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00 71.00 1,237.00 564.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Meeting Attendance (Task 6)	8 hours 6 hours 7 hours 1 hours 1 hour		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00 71.00 ubtotal 188.00 173.00	/hour /hour /hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00 71.00 1,237.00 564.00 519.00
Senior Staff Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Response to Review Comments and Final Report Prepara Principal Engineer/Geologist/Environmental Scientist Senior Project Engineer/Geologist/Environmental Scientist Technical Illustrator/CAD Operator Data Processor Meeting Attendance (Task 6) Principal Engineer/Geologist/Environmental Scientist	8 hours 6 hours 7 hours 1 hour 1 hour 3 hours		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 98.00 71.00 ubtotal 188.00 173.00 98.00 71.00 ubtotal	/hour /hour /hour /hour /hour /hour /hour	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	426.00 5,042.00 376.00 692.00 98.00 71.00 1,237.00 564.00

Table 2 – Breakdown of Estimated Fee for Inspection and Materia	lls Testing S	ervi	ices			
Field Services						
Staff Engineer/Geologist/Environmental Scientist	16 hours	@	\$ 134.00	/hour	\$	2,144.00
Field Technician - Soils	200 hours	@	\$ 98.00	/hour	\$	19,600.00
Special Inspector, Concrete and Masonry	380 hours	@	\$ 104.00	/hour	\$	39,520.00
ACI Concrete Technician	100 hours	@	\$ 104.00	/hour	\$	10,400.00
Special Inspector - Welding and Bolting	120 hours	@	\$ 104.00	/hour	\$	12,480.00
Anchor Load Test Equipment (includes one Technician)	12 hours	@	\$ 190.00	/hour	\$	2,280.00
Nondestructive Testing Technician	20 hours	@	\$ 114.00	/hour	\$	2,280.00
Field Vehicle Usage	848 hours	@	\$ 15.00	/hour	\$	12,720.00
			Subtotal		\$	101,424.00
Laboratory Testing						
Proctor Density	6 tests	@	\$ 220.00		\$	1,320.00
Sand Equivalent	3 tests	_	\$ 125.00		\$	375.00
Sieve Analysis	6 tests	@	\$ 145.00		\$	870.00
Hveem Stability and Unit Weight	1 test	@	\$ 225.00		\$	225.00
Concrete Compression Test	100 tests	@	\$ 35.00		\$	3,500.00
Reinforcing Steel Tensile or Bend	20 tests	@	\$ 75.00		\$	1,500.00
Masonry Composite Prisms	3 tests	@	\$ 120.00		\$	360.00
Grout and Mortar Compression Tests	30 tests	@	\$ 35.00		\$	1,050.00
High Strength Bolt, Nut & Washer Conformance	3 tests	@	\$ 150.00	/test	\$	450.00
Duringt Consultration Management and Tanksian Course			Subtotal		\$	9,650.00
Project Coordination, Management and Technical Support			A 400.00	,,		070.00
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 188.00		-	376.00
Project Engineer/Geologist/Environmental Scientist	60 hours	_	\$ 165.00		\$	9,900.00
Field Operations Manager	20 hours	@	\$ 119.00	/hour	\$	2,380.00
Demont Duamanation			Subtotal		\$	12,656.00
Report Preparation						
Principal Engineer/Geologist/Environmental Scientist	4 hours	_	\$ 188.00			752.00
Project Engineer/Geologist/Environmental Scientist	12 hours	_	\$ 165.00			1,980.00
Data Processor	4 hours	@	\$ 71.00	/hour	\$	284.00
			Subtotal		\$	3,016.00
TOTAL ESTIMATED FEE					\$	126,746.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff		
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$	188
Senior Engineer/Geologist/Environmental Scientist		
Senior Project Engineer/Geologist/Environmental Scientist		
Project Engineer/Geologist/Environmental Scientist		
Senior Staff Engineer/Geologist/Environmental Scientist	\$	150
Staff Engineer/Geologist/Environmental Scientist		
GIS Analyst		
Technical Illustrator/CAD Operator		
Field Staff		
Certified Asbestos/Lead Technician	\$	173
Field Operations Manager	\$	119
Nondestructive Examination Technician (UT, MT, LP)	\$	114
Supervisory Technician	\$	104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)		
Senior Technician	\$	103
Technician	\$	98
Administrative Staff		
Information Specialist		
Geotechnical/Environmental/Laboratory Assistant		
Data Processor	\$	5 7
Other Charges		
0 11	*	190/hi
		190/hi
		180/hi
		100/hi
	\$	80/hi
	\$	25/hi
·		65/ki
,	\$	12/hı
·	\$	70/hi
	\$	25/hı
· · · · · · · · · · · · · · · · · · ·	\$	10/hi
Field Vehicle	\$	15/hı
Expert Witness Testimony	\$ 4	450/hi

Notes

Direct Expenses

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Special equipment charges will be provided upon request.

Cost plus 15 %

Schedule of Fees for Laboratory	Tas	ting_		
_	163	ang	CONODETE	
SOILS	•	470	CONCRETE	Φ 05
Atterberg Limits, D 4318, CT 204			Compression Tests, 6x12 Cylinder, C 39	
California Bearing Ratio (CBR), D 1883			Concrete Mix Design Review, Job Spec	
Chloride and Sulfate Content, CT 417 & CT 422			Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	
Consolidation, D 2435, CT 219 Consolidation, Hydro-Collapse only, D 2435			Concrete Cores, Compression (excludes sampling), C 42	\$ 120 ¢ 400
Consolidation – Time Rate, D 2435, CT 219			Flexural Test, C 78	
Direct Shear – Remolded, D 3080			Flexural Test, C 78 Flexural Test, C 293	
Direct Shear – Nerholded, D 3000			Flexural Test, CT 523	
Durability Index, CT 229			Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	
Expansion Index, D 4829, IBC 18-3			Lightweight Concrete Fill, Compression, C 495	
Expansion Potential (Method A), D 4546			Petrographic Analysis, C 856	\$ 2 000
Geofabric Tensile and Elongation Test, D 4632	\$	200	Restrained Expansion of Shrinkage Compensation	
Hydraulic Conductivity, D 5084			Splitting Tensile Strength, C 496	
Hydrometer Analysis, D 422, CT 203	\$	220	3x6 Grout, (CLSM), C 39	
Moisture, Ash, & Organic Matter of Peat/Organic Soils			2x2x2 Non-Shrink Grout, C 109	
Moisture Only, D 2216, CT 226	\$	35		,
Moisture and Density, D 2937	\$	45	ASPHALT	
Permeability, CH, D 2434, CT 220	\$	300	Air Voids, T 269	\$ 85
pH and Resistivity, CT 643	\$	175	Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$	220	Asphalt Mix Design Review, Job Spec	\$ 180
Proctor Density with Rock Correction D 1557	\$	340	Dust Proportioning, CT LP-4	
R-value, D 2844, CT 301			Extraction, % Asphalt, including Gradation, D 2172, CT 382	
Sand Equivalent, D 2419, CT 217			Extraction, % Asphalt without Gradation, D 2172, CT 382	
Sieve Analysis, D 422, CT 202			Film Stripping, CT 302	\$ 120
Sieve Analysis, 200 Wash, D 1140, CT 202	\$	100	Hveem Stability and Unit Weight D 1560, T 246, CT 366	
Specific Gravity, D 854	\$	125	Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Thermal Resistivity (ASTM 5334, IEEE 442)			Maximum Theoretical Unit Weight, D 2041, CT 309	
Triaxial Shear, C.D, D 4767, T 297			Moisture Content, CT 370	
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt			Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt			Slurry Wet Track Abrasion, D 3910	\$ 150
Triaxial Shear, U.U., D 2850			Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	
Unconfined Compression, D 2166, T 208	Ф	100	Superpave, Gyratory Unit Wt., T 312 Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 100 \$ 1 000
MASONRY			Unit Weight sample or core, D 2726, CT 308	
Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	œ.	70	Voids in Mineral Aggregate, (VMA) CT LP-2	
Brick Compression Test, C 67	φφ	55	Voids in Milleral Aggregate, (VMA) CT LF-2	
Brick Efflorescence, C 67	φφ		Wax Density, D 1188	φ 90 \$ 140
Brick Modulus of Rupture, C 67	φ \$	50	Wax Delisity, D 1100	ψ 140
Brick Moisture as received, C 67			AGGREGATES	
Brick Saturation Coefficient, C 67	φ	60	Clay Lumps and Friable Particles, C 142	¢ 100
Concrete Block Compression Test, 8x8x16, C 140	φ	70	Cleanness Value, CT 227	
Concrete Block Conformance Package, C 90			Crushed Particles, CT 205	
Concrete Block Linear Shrinkage, C 426			Durability, Coarse or Fine, CT 229	
Concrete Block Unit Weight and Absorption, C 140			Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	
Cores, Compression or Shear Bond, CA Code			Flat and Elongated Particle, D 4791	
Masonry Grout, 3x3x6 prism compression, C 39			Lightweight Particles, C 123	\$ 180
Masonry Mortar, 2x4 cylinder compression, C 109			Los Angeles Abrasion, C 131 or C 535	
Masonry Prism, half size, compression, C 1019	\$	120	Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Masonry Prism, Full size, compression, C 1019			Organic Impurities, C 40	\$ 90
			Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	
REINFORCING AND STRUCTURAL STEEL			Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	
Chemical Analysis, A 36, A 615	\$	135	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Fireproofing Density Test, UBC 7-6	\$	90	Sand Equivalent, T 176, CT 217	
Hardness Test, Rockwell, A 370	\$	80	Sieve Analysis, Coarse Aggregate, T 27, C 136	
High Strength Bolt, Nut & Washer Conformance,			Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	
per assembly, A 325	\$	150	Sodium Sulfate Soundness, C 88	
Mechanically Spliced Reinforcing Tensile Test, ACI	\$	175	Specific Gravity and Absorption, Coarse, C 127, CT 206	
Pre-Stress Strand (7 wire), A 416	\$		Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706		75 00	DOCTIVO	
Structural Steel Tensile Test: Up to 200,000 lbs., A 370		90	ROOFING	A 2-1
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$	80	Roofing Tile Absorption, (set of 5), C 67	\$ 250
			Roofing Tile Strength Test, (set of 5), C 67	Φ ∠5∪

Special preparation of standard test specimens will be charged at the technician's hourly rate. Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1775 Agenda #: F.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Police Department

SUBJECT:

2023 Selective Traffic Enforcement Program Grant Award (STEP) PT23029

RECOMMENDATION:

- 1. Accept the State of California Office of Traffic Safety (OTS) 2023 Selective Traffic Enforcement Program (STEP) Grant, number PT23029 in the amount of \$327,000
- 2. Authorize the Chief of Police to sign the Standard Agreement and any Amendments between the Office of Traffic Safety and the Fontana Police Department
- 3. Approve the expenditure plan for the use of the funds to help offset the cost of personnel within the Police Department.
- 4. Approve to increase revenues and appropriation in the amount of \$327,000 to fund #301

COUNCIL GOALS:

- Improve public safety by increasing operational efficiency, visibility and availability.
- Improve public safety by utilizing other city programs to help reduce crime.
- Improve public safety by implementing traffic safety programs.

DISCUSSION:

The Selective Traffic Enforcement Program "STEP" grant are funds made available through the State of California's Office of Traffic Safety. All program preparation, training and implementation will be held during the period of October 1, 2022, and September 30, 2023. The program is designed to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors. Other funded strategies may include public awareness, educational programs, and training for law enforcement.

The funded strategies include:

- Officers will complete Standardized Field Sobriety Testing (SFST) training
- Officers will attend the Advanced Roadside Impaired Driving Enforcement (ARIDE) 16-hour POST certified training

File #: 21-1775 Agenda Date: 10/25/2022 Agenda #: F. Category: Consent Calendar

- DUI/DL Checkpoints
- DUI Saturation Patrols will be conducted
- Distracted Driving Enforcement Operations targeting drivers using handheld cell phones and texting will be conducted
- Traffic Enforcement Operations, including but not limited to primary collision factor violations
- Highly publicized Motorcycle Safety Enforcement Operations will be held
- Warrant Service Operations targeting multiple DUI offenders who violate probation terms or fail to appear in court
- Participate in the National Distracted Driving Awareness Month in April
- Participate in the statewide Click It or Ticket mobilization period in May

The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Data gathering and analysis of the program will take place throughout the grant period to include quarterly performance reports, quarterly evaluation data forms, the final report, claim and executive summary.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item includes an increase in revenues and expenditures each in the amount of \$327,000 as a result of the grant award in project number 04032039-301-D (details below). The required budget adjustments are included in the First Quarter Budget Status Report as a companion item on the Council agenda.

Expenditure Plan = \$327,000 (Reference Schedule B)

Personnel \$320,121.00

Travel/Training Expense \$2,248.00

Other Direct Costs (Supplies) \$4,631.00

MOTION:

Approve staff recommendation.

1. GRANT TITLE				
Selective Traffic Enforcement I	Program (STEF	2)		
2. Name of Agency			3. Grant Period	
Fontana			From: 10/01/2022	
4. AGENCY UNIT TO ADMINISTER GRANT		To: 09/30/2023		
Fontana Police Department				
5. GRANT DESCRIPTION		_		
Best practice strategies will be conducte involving alcohol and other primary crasl enforcement, enforcement operations fo enforcement, special enforcement operations awareness in areas with a high number strategies are designed to earn media at 6. Federal Funds Allocated Under Tr. 7. TERMS AND CONDITIONS: The parties this reference made a part of the Agreer Schedule A – Problem Statement, G. Schedule B – Detailed Budget Estim Schedule B-1 – Budget Narrative and Exhibit A – Certifications and Assura Exhibit B* – OTS Grant Program Materials (*), are hereb attached hereto. These documents can be viewed at the	th factors. The functions on prima ations encourage of bicycle and puttention thus entire Agreement agree to comply ment: Goals and Objectionate and Sub-Budget Nationale and Sub-Budget Nationale ement System (Goy incorporated by	unded strategrary crash facting motorcycle destrian crahancing the control of the	gies may include impaired driving fors, distracted driving, night-time le safety, enforcement and publicashes, and educational programs overall deterrent effect. **Reced: \$327,000.00** and conditions of the following which are determined in the following whi	g e seat belt ic s. These ch are by
We, the officials named below, hereby sware duly authorized to legally bind the GraIN WITNESS WHEREOF, this Agreement h	ant recipient to the	e above descri	bed Grant terms and conditions.	ia that we
8. Approval Signatures				
A. Grant Director	***************************************	В. Аитн	IORIZING OFFICIAL	
Name: Kurtis Schlotterbeck Title: Traffic Sergeant EMAIL: kschlotterbeck@fontana.org PHONE: (909) 350-7771 Address: 17005 Upland Ave. Fontana, CA 92335		(William Green Chief of Police wgreen@fontana.org (909) 350-7702 17005 Upland Ave. Fontana, CA 92335	
(Signature)	(Date)		(Signature) (I	Date)
C. FISCAL OFFICIAL Address: Leona Kwan Senior Administrative Analyst Ikwan@fontana.org (909) 356-7169 17005 Upland Ave. Fontana, CA 92335	(Dato)	Address:	HORIZING OFFICIAL OF OFFICE OF TRA Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	•
(Signature)	(Date)		(Signature)	'Date)

(Date)

(Signature)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY

NAME: Carolyn Vu

ADDRESS: 2208 Kausen Drive, Suite 300

Elk Grove, CA 95758

9. SAM INFORMATION

SAM#: WLF8LH1TH3P8

REGISTERED

Address: 8353 Sierra Ave

CITY: Fontana ZIP+4: 92335-3528

10. PROJECT	TED EXPEN	DITURES					
FUND	CFDA	ITEM/APPROPE	RIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890-	-101	2022	43/22	BA/22	\$217,000.00
402PT-23	20.600	0521-0890-	-101	2022	43/22	BA/22	\$110,000.00
			AGREEMENT TOTAL		\$327,000.00		
				AMOUNT EN \$327,00		Y THIS DOCUMENT	
funds for the	current budge	personal knowledge et year are available expenditure stated		PRIOR AMOU AGREEMENT \$ 0.00		ERED FOR THIS	
OTS ACCOUNTING OFFICER'S SIGNATURE DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE \$327,000.00						ERED TO DATE	

GRANT NUMBER PT23029

1. PROBLEM STATEMENT

The direct correlation between local statistics and staffing levels remains our greatest hurdle. Historically, as the Traffic Unit grew in personnel, our fatalities dropped incrementally to an all-time low of 4 in 2009. 2009 still represents the highest staffing levels we have achieved to date. With slight variations, injury crashes of all categories followed this relative arc as well. As budget constraints and scheduling difficulties caused our staffing levels to drop, our fatalities continued to rise. This trend culminated at 18 in 2018 and remained consistently high but at a slight decrease at 13 in 2019, 2020 and again in 2021. Over the course of this time, the unit exhibited a deficit of up to 6 sworn (50% of the unit's contingent) and 3 civilian personnel. While we have never fully recovered from that deficit, it has fluctuated slightly. This information and the difficulties the situation wrought with regard to traffic safety enforcement remain current and are as relevant today as when they first began. To this day, staffing levels remain our largest struggle department wide. However, we remain ever hopeful that each new year will bring vacancies to an end and possibly much needed growth to the unit which is tasked with the safety of the city's motoring public. The Fontana Police Department Administration continues to work to fill the existing vacancies. As of this writing we are currently operating with 1 sworn and 2 civilian vacancies. After once again observing the direct correlation in crash data, our local data indicates decreases in many areas recently. This may have to do with our very recent staffing but we remain only cautiously optimistic as it also may prove to early to analyze the true impact of COVID on our roadways and behavior.

In addition to our vacancies, our "full staffing" should we re-obtain that level was full staffing for the requirements of 2009. Since then, the population of Fontana has continued to increase steadily. Numbers released in early May 2021 by the California Department of Finance indicate that from 1/1/20-1/1/21 Fontana continued it's growth trend to nearly 214,000 residents. Once again, we have outpaced the county. The trend remains a steady rise and will most likely continue as is evidenced by the numerous projects for single family and multi-family housing developments which can be seen in various states of construction throughout the city. Fontana remains the 20th largest city in the state and second largest in San Bernardino County. Essentially, our city and our motoring public continue to grow and we have not adequately kept pace.

While we continue our efforts to add full time traffic personnel, grant monies remain an important source of funding much needed proactive enforcement. The lack of personnel directly impacts the department's ability to be proactive under normal working conditions. DUI arrests may be used as an example of the importance of proactivity. At the height of our staffing, DUI arrests as a result of a crash were only 10%. As we lost personnel they rose to nearly 30% in 2013 but with additional personnel returning to the unit and the amount of proactive enforcement made possible by OTS, that number dropped back to 10% in 2014 and 2015 and dropped once again to 7% in 2016. Unfortunately, that number skyrocketed in 2017 to 43% of DUI arrests being made as a result of a crash. 2018 indicated a slight reduction, to 11% but once again with the loss of staffing, 2019 shot back up to nearly 38% of DUI arrests coming as a result of a crash rather than from proactive enforcement. That number plummeted to just under 10% in 2020 but as 2021 showed a climb back up to a staggering 49% of the DUI arrests made as a result of a crash it must be admitted that the drop in 2020 was an anomaly due to COVID and cannot be looked to as a reliable indicator. Officers are acutely aware it is in the proactive hours where the most preventative measures can be taken, and the Traffic Unit lacks the wherewithal to provide the preventative measures it would optimally like to. This remains our greatest hurdle. Grant funding, therefore, remains of the utmost importance and any demonstrable decreases are likely owed to this partnership.

The number of injury/fatal traffic crashes remained relatively steady between 2014-2016, ranging from 562-611. However, it has become apparent that the number of injuries per crash is on the rise. As an example, 694 individuals were injured or killed as a result of 627 crashes in 2013. In 2016, 819 individuals were injured or killed in 611 crashes. It was hoped that 2016 was a peak year as we saw a decline in 2017 to 735 individuals injured or killed as a result of 617 crashes. A decrease of crashes to 578 in 2018 seemed heartening, however, as this resulted in 765 individuals being injured, it would appear that the magnitude of these crashes remains a problem. This remained true for both 2019 and 2020. While total injury/fatal crashes decreased to 588 and 491 respectively, the number of individuals injured in these crashes were 768

and 660. 2021 indicates an increase in these crashes from 2020 but a continued decrease from 2019, which is likely more accurate due to COVID's impact on the roadways in 2020. However, 748 were injured or killed in 2021.

While DUI offenses continue to be a heinous problem and alcohol related crashes continue to injure and claim lives despite our efforts to combat them, this may also be partly explained by the ever present problem of speed as a PCF. Speed violations have consistently topped our list of PCFs and have shown an upward trend in the last few years. This year, crashes with speed as the PCF rose from 134 to 141. This significant increase and problem will likely continue to rise as more and more vehicles travel through Fontana.

The most recent OTS rankings (2019) indicate mixed results but some improvements:

Total fatal and injury crashes continued to worsen to 38/59 from 40/59.

Alcohol involved dropped from 37/59 to 35/59.

Motorcycle involved was cause for celebration as it continued to improve from 38/59 to 45/59.

Pedestrian involved also continued to improve from 48/59 to 49/59.

Bicyclist involved also improved to 48/59 from 45/59.

Speed related continued to worsen from 30/59 to 25/59.

Nighttime crashes showed a slight improvement to 30/59 from 28/59.

Hit and Run crashes improved greatly from 30/59 to 44/59.

After our composite ranking plummeted so terribly in 2018 to 28/59 from 43/58, 2019 indicated a slight improvement to 31/59. This is still far below where we have traditionally been ranked and there remains much to do, but even a slight improvement is cause for celebration. Local data lends itself to more optimism as we have recovered slightly with regards to staffing levels. Based on grant year data from 2021, the decrease we saw in alcohol related injuries in both 2019 and 2020 to 67 and 38 respectively, is continuing with 25. The drop in Nighttime injuries to 65 in 2020 was also a statistic mostly likely determined by the Pandemic as it nearly double in 2021 to 121. Pedestrian injuries dropped to 47 after remaining relatively consistent in previous years, and while 3 Motorcycle fatalities can never be overlooked, a drop from 20 to 0 Motorcycle injuries is incredibly heartening. Unfortunately, 31 injured Bicyclists in 2021 is an increase from 27 in 2020, but in all it continues trending downward from 2018.

Clearly more work is necessary to stay afloat, decrease crashes and offenses and raise our rankings. The recent decreases could be largely due to the impact of COVID on matters of traffic enforcement and safety. We do not feel it wise to rely on 2020's data without the consideration that it may be an anomaly. 2021 likely is impacted as well, but it is to be hoped that data from this last year will be more reliable, especially as it is compared to pre-pandemic date ranges. In additional to the stay at home orders decreasing the sheer volume of vehicles on the roadway, like most law enforcement agencies, our department contended with modified staffing and less proactive enforcement during 2020. We have seen operations return in 2021 to a relatively near normal level. The Fontana Police Department seeks to serve the motoring public and all residents of Fontana by increasing both awareness and proactive enforcement in all areas. Combatting impaired driving and speed related offenses are of the utmost importance in the fight to keep Fontana residents and the motoring public operating in our city safe. Currently, the vast majority of crashes and DUI arrests are made by traffic officers, who represent a miniscule percentage of the sworn contingent in the department (roughly 7%). While we seek to remedy this by eventually increasing staffing levels, this small group continues to fight for better and to impart a greater understanding to our motoring neighbors and coworkers of the dangers inherent in these behaviors and what the potential costs to each of us are. Grant funding will assist in meeting our goals to continue the fight for increased traffic safety and awareness.

Ultimately our difficulties can be articulated by the juggling or proactive enforcement and educational capabilities brought on by staffing concerns. This affects each of our residents equally as the roadways need to be kept safe for drivers, passengers, motorcyclists, bicyclists and pedestrians alike. The ability to be proactive and provide educational opportunities will enable us to maintain recent gains in the area of motorcycle involved, nighttime, pedestrian involved and hit and run crashes while continuing efforts to lower total crashes and increase traffic safety awareness.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.

- 2. Reduce the number of persons injured in traffic crashes.
- 3. Reduce the number of pedestrians killed in traffic crashes.
- 4. Reduce the number of pedestrians injured in traffic crashes.
- 5. Reduce the number of bicyclists killed in traffic crashes.
- 6. Reduce the number of bicyclists injured in traffic crashes.
- 7. Reduce the number of persons killed in alcohol-involved crashes.
- 8. Reduce the number of persons injured in alcohol-involved crashes.
- 9. Reduce the number of persons killed in drug-involved crashes.
- 10. Reduce the number of persons injured in drug-involved crashes.
- 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
- 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
- 13. Reduce the number of motorcyclists killed in traffic crashes.
- 14. Reduce the number of motorcyclists injured in traffic crashes.
- 15. Reduce hit & run fatal crashes.
- 16. Reduce hit & run injury crashes.
- 17. Reduce nighttime (2100 0259 hours) fatal crashes.
- 18. Reduce nighttime (2100 0259 hours) injury crashes.

18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	Target Number
 Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release. 	1
 Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month. 	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
 Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training. 	10
Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	15
7. Conduct DUI Saturation Patrol operation(s).	20
 Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court. 	4
 Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations. 	30
 Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting. 	8
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from	8 -

unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	i.
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	8
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	8
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	2
16. Participate in highly visible collaborative Traffic Enforcement operations.	1
 Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities. 	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

 The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press
 releases, social media graphics, videos or posts, or any other OTS-supplied educational material.
 However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is
 distributed to the media and public, such as a press release, educational material, or link to social
 media post. The OTS-supplied kick-off press release templates and any kickoff press releases
 are an exception to this policy and require prior approval before distribution to the media and
 public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval

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- and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting
 immediate and time-sensitive grant activities (e.g. enforcement operations, day of event
 highlights or announcements, event invites) are exempt from the OTS PIO approval process. The
 OTS PIO and your Coordinator should still be notified when the grant-related activity is
 happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints,
 etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are
 embargoed or could impact operations by publicizing in advance are exempt from the PIO
 approval process. However, announcements and results of activities should still be copied to the
 OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with
 "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a
 specific grant objective, using OTS grant funds, or designed and developed using contractual
 services by a subgrantee, requires prior approval. Please send to the OTS PIO at
 pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the
 scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting:
 Funding for this program was provided by a grant from the California Office of Traffic Safety,
 through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any
 educational or informational materials that received PIO approval in a prior grant year needs to
 be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 - Data Collection & Reporting (Throughout Grant Year)

- 1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
- 2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

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FUND NUMBER	CATALOG NUMBER (CFDA)	Fu	ND DESCRIPTION		TOTAL AMOUNT
164AL-23	20.608		Penalties for Repers for Driving Whi Intoxicated	\$217,000.00	
402PT-23	20.600	State and	d Community High Safety	way	\$110,000.00
Cost Cate	GORY	FUND NUMBER	UNIT COST OR RATE	Units	TOTAL COST TO GRANT
A. PERSONNEL COSTS			~		
Straight Time					\$0.00
<u>Overtime</u>					
DUI/DL Checkpoints		164AL-23	\$10,691.00	15	\$160,365.00
DUI Saturation Patrols		164AL-23	\$1,200.00	20	\$24,000.00
Warrant Service Operation		164AL-23	\$6,146.00	4	\$24,584.00
Collaborative DUI Enforce	ement	164AL-23	\$1,710.00	2	\$3,420.00
Traffic Enforcement		402PT-23	\$1,647.00	30	\$49,410.00
Distracted Driving		402PT-23	\$1,647.00	8	\$13,176.00
Motorcycle Safety	1	402PT-23	\$1,060.00	8	\$8,480.00
Night-time Click It Or Tic		402PT-23	\$1,300.00	8	\$10,400.00
Pedestrian and Bicycle E		402PT-23	\$1,647.00	8	\$13,176.00 \$11,400.00
Street Racing and Sides Operations	now Enforcement	402PT-23	\$2,850.00	4	\$11,400.00
Collaborative Traffic Enforcement		402PT-23	\$1,710.00	- 1	\$1,710.00
Category Sub-Total	ş i		- 1		\$320,121.00
B. TRAVEL EXPENSES				· ·	= -
In State Travel		402PT-23	\$2,248.00	11	\$2,248.00
				<u> </u>	\$0.00
Category Sub-Total	843) II		\$2,248.00
C. CONTRACTUAL SERV	ICES		1		\$0.00
Category Sub-Total					\$0.00
D. EQUIPMENT					
D. Egon MENT					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COST	S				
DUI Checkpoint Supplie	S	164AL-23	\$4,631.00	1	\$4,631.0
Category Sub-Total					\$4,631.0
F. INDIRECT COSTS					000
Catagory Sub Tatal				STATE OF THE	\$0.0 \$0.0
Category Sub-Total				- Project Colonia	φυ.υ
GRANT TO	OTAL				\$327,000.0

GRANT NUMBER PT23029

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Warrant Service Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

EQUIPMENT

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares. PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

INDIRECT COSTS

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

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Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage
 and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975
 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms
 "programs or activities" to include all of the programs or activities of the Federal aid recipients,
 subrecipients and contractors, whether such programs or activities are Federally-funded or
 not):
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits
 discrimination on the basis of disability in the operation of public entities, public and private
 transportation systems, places of public accommodation, and certain testing) and 49 CFR parts
 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority
 Populations and Low-Income Populations (prevents discrimination against minority populations
 by discouraging programs, policies, and activities with disproportionately high and adverse human
 health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds
 of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any
 other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be
 denied the benefits of, or be otherwise subjected to discrimination under any of its programs or
 activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance:
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time:
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an 9/16/2022 10:33:03 PM Page 13 of 19

- employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

(applies to all subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions</u>

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which
 this proposal is submitted if at any time the prospective lower tier participant learns that its
 certification was erroneous when submitted or has become erroneous by reason of changed
 circumstances.
- 4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered</u>
Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

- 1. Each agency is allowed a total of FIVE (5) GEMS Users.
- 2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
- 3. Complete the form if adding, removing or editing a GEMS user(s).
- 4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:

PT23029

Agency Name:

Fontana Police Department

Grant Title:

Selective Traffic Enforcement Program (STEP)

Agreement Total:
Authorizing Official:

\$327,000.00 William Green Leona Kwan

Fiscal Official: Grant Director:

Kurtis Schlotterbeck

CURRENT GEMS USER(S)

1. Bonnie Edwards

Title: Traffic Community Policing Technician

Media Contact: Yes

Phone: 909-350-7770

Email: bedwards@fontana.org

2. William Green

Title: Chief of Police Phone: (909) 350-7702

Email: wgreen@fontana.org

Media Contact: No

3. Leona Kwan

Title: Senior Administrative Analyst

Phone: (909) 356-7169 Email: lkwan@fontana.org Media Contact: No

4. David Lally

Title: Sergeant

Phone: (909) 356-3349 Email: dlally@fontana.org Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change	Remove Access	Add as a media contact? Yes No No
Name		Job Title
Email address		Phone number
GEMS User 2	Δ	Add as a media contact? Yes No No
Add/Change	Remove Access	
Name		Job Title
Ivaille		
Email address		Phone number
GEMS User 3		Add as a media contact? Yes No No
Add/Change	Remove Access	
Name		Job Title
Name		SOB THE
Email address		Phone number
GEMS User 4_		Add as a media contact? Yes No No
Add/Change	Remove Access 🗸	
Name		Job Title
David Lally		Sergeant
Email address		Phone number
GEMS User 5		Add as a media contact? Yes No
Add/Change 🗸	Remove Access	
Nome		Job Title
Name		
Kurtis Schlotterbeck	(Sergeant Phone number
Email address		
Form completed by:		Date:
As a signatory I he	reby authorize the listed inc	lividual(s) to represent and have GEMS user access. Kurtis Schlotterbeck
Signature		Name
		Grant Director
Date		Title



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1777 Agenda Date: 10/25/2022 Agenda #: G. Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Authorize the City Engineer to Execute all Right-of-way Certifications

RECOMMENDATION:

Adopt **Resolution No. 2022-126**, Authorizing the City Engineer to Execute all Right-of-way Certifications.

COUNCIL GOALS:

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

DISCUSSION:

The California Department of Transportation (Caltrans) is responsible for administering various funding programs through their Local Assistance Division and has adopted procedures for grant funded projects including right-of-way certifications that may be required. Right-of-way certifications are required on all federally funded projects including those which do not require right-of-way acquisitions.

The Caltrans Right-of-way Manual states that a local agency may adopt a blanket resolution giving the responsible agency official authority to execute right-of-way certifications ("Certification") for all Federal or State Funded programs administered by Caltrans. A certification constitutes a representation by the City that it has acquired or already owns all property necessary for project construction and is required prior to the allocation of funds or the advertisement of a project for bids.

By adopting a blanket resolution, the City Engineer will be able to sign the certifications thereby expediting submittals to Caltrans Local Assistance for grant funded projects.

FISCAL IMPACT:

This action has no fiscal impact on the City.

MOTION:

Approve Staff Recommendation.

Agenda Date: 10/25/2022 Category: Consent Calendar File #: 21-1777 Agenda #: G.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING AND AUTHORIZING THE CITY ENGINEER TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATIONS FOR STATE AND FEDERAL PROJECTS

WHEREAS, all federally funded projects are implemented by the California Department of Transportation ("Caltrans") Local Assistance Division; and

WHEREAS, a Right-of-Way Certification is required for all projects utilizing federal or state funding through Caltrans Local Assistance even if no right-of-way acquisition is required for the project; and

WHEREAS, as a general requirement for funding eligibility and advertising for bids for projects, Caltrans will require the City to certify that all right-of-way necessary for the project has been acquired and/or is already owned by the City; and

WHEREAS, pursuant to Section 17.08.11.11 of Chapter 17 of the Caltrans Right-of-way Manual, a local public agency is required to adopt a resolution authorizing an agency official authority to execute Right-of-way certifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fontana, California does hereby authorize the City Engineer to execute all Right-of-Way Certifications forms for federal and state funded projects.

APPROVED AND ADOPTED this 25th day of October, 2022.

READ AND APPROVED AS TO LEGAL FORM:



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1739 Agenda #: H.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Accept perimeter CFD Landscape improvements for Sierra Avenue & Segovia Lane for Tract No. 18944

RECOMMENDATION:

Accept perimeter CFD Landscaping improvements for Sierra Avenue & Segovia Lane for Tract No. 18944 and release the related Faithful Performance Bond

COUNCIL GOALS:

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

DISCUSSION:

Arroyo Cap I, LLC was conditioned as part of MCN18-000094 to construct landscaping improvements along the perimeter of the established Community Facilities District (CFD) located along the frontage of Sierra Avenue between Segovia Lane and the north tract boundary also along Segovia Lane between Sierra Avenue and Condor Avenue for Tract 18944.

The CFD Landscaping has met all Conditions of Approval and the improvements were inspected by the Department of Engineering and the Department of Public Works. Hence, staff recommends accepting the perimeter CFD Landscape improvements for Tract No. 18944.

This action will also authorize the release of the Faithful Performance Bond, which was posted to guarantee performance of the Subdivision Agreement. It will also authorize the release of the Labor and Material Bond after six months and the Warranty Bond after twelve months, less the total of any claims received by this date.

FISCAL IMPACT:

As part of the action to accept as complete, once the CFD Landscaping is deemed complete, the City will take over operation and maintenance of the facilities and landscaping. The

Agenda Date: 10/25/2022 File #: 21-1739 Category: Consent Calendar Agenda #: H.

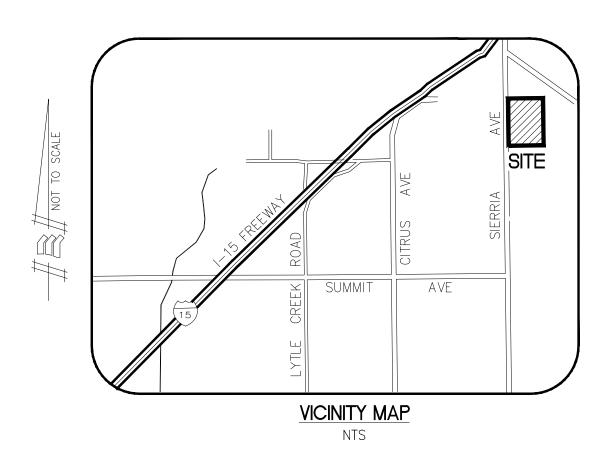
annual cost is estimated at \$113,665 and it is available in the fiscal year 2022/2023 budget.

MOTION:

Approve staff recommendation.

179 NUMBERED LOTS, SHEET 2 OF 5 SHEETS TRACT NO. 18944 1 REMAINDER PARCEL JULY, 2018 & 6 LETTERED LOTS IN THE CITY OF FONTANA, COUNTY OF 38.66 ACRES GROSS SAN BERNARDINO, STATE OF CALIFORNIA. 18.55 ACRES NET BEING A SUBDIVISION OF A PORTION OF LOTS 25, 27, AND 29 OF SEMI-TROPIC LAND AND MADOLE AND ASSOCIATES, INC. WATER COMPANY SUBDIVISION, AS PER MAP THEREOF FILED IN BOOK 6, PAGE 12, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND A PORTION OF GOVERNMENT LOT 1 OF THE FRACTIONAL SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF. BASIS OF BEARINGS **BOUNDARY SHEET** THE BEARING OF N89°32'26"E, ALONG THE CENTERLINE OF SEGOVIA LANE, AS SHOWN ON TRACT No. 18820 M.B. 338/66-69, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP. SURVEYOR'S NOTES: 1" IRON PIPE WITH TAG STAMPED "P.L.S. 7635" TO BE SET WITH TIES AT ALL CSM INDICATES COUNTY SURVEYOR'S MONUMENT STREET CENTERLINE INTERSECTIONS, PRIVATE INGRESS AND EGRESS EASEMENT CSFB INDICATES COUNTY SURVEYOR'S FIELD BOOK CENTERLINE, B.C.'S, E.C.'S, P.C.C.'S, P.R.C.'S, AND OTHER POINTS OF CONTROL. WHEN SAID POINT FALLS IN MANHOLE, 4 PUNCH MARKS ARE TO BE SET IN LILLI INDICATES RESTRICTED VEHICULAR ACCESS MANHOLE RIM WITH CROSS TIES. () INDICATES RECORD DATA AS NOTED LEAD AND TACK WITH TAG STAMPED "P.L.S. 7635" TO BE SET IN TOP OF CURB R1 INDICATES RECORD DATA PER RECORD OF SURVEY 74/73-75. ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS. R2 INDICATES RECORD DATA PER PARCEL MAP NO. 10280 1185.39 INTERIOR LOT CORNERS AND LOT LINE E.C.'S AND B.C.'S TO BE MONUMENTED AS P.M.B. 130/98-99. FOLLOWS: R3 INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 18820 M.B. 338/66-69 LEAD AND TACK WITH TAG STAMPED "P.L.S. 7635" TO BE SET AT ALL LOCATIONS |30'|30'| M MEASURED WHERE POINT FALLS IN CONCRETE; 1" IRON PIPE WITH TAG STAMPED "P.L.S. 7635" ▲ INDICATES 1" I.P. TAGGED "P.L.S. 7635" TO BE SET PER TRACT TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPED AREA. NO. 18820-1, M.B 338/58-65 INDICATES 1" I.P. TAGGED "P.L.S. 7635" TO BE SET PER TRACT NO. 18820, M.B 338/66-69 INDICATES FOUND MONUMENT AS NOTED FD. 1" IP & TAG "P.L.S. 7635", ACCEPTED AS WEST 1/4 CORNER OF SECTION 17 PER R3. 2 FD. 1"IP & NAIL (NO TAG); ACCEPTED AS THE CENTERLINE INTERSECTION OF SIERRA AVENUE AND RANCHO MUSCUPIABE LINE PER R1 AND R2. FD. 1"1P & PP (ILLEGIBLE); ACCEPTED AS CENTERLINE REMAINDER PARCEL 404,196 s.f. 9.28 AC INTERSECTION OF SIERRA AVENUE AND RIVERSIDE AVENUE FD. 1"IP & TAG (ILLEGIBLE); ACCEPTED AS THE CENTERLINE OF RIVERSIDE AVENUE PER R1. FD. NAIL & TAG (LS 4430); ACCEPTED AS THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE AND THE WESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON RIGHT OF WAY PER R1 EASEMENT TABLE DESCRIPTION 330' WIDE SOUTHERN CALIFORNIA EDISON RIGHT OF M&R1) WAY PER DEED RECORDED JANUARY 2, 1975 IN N 89°33'10" E 972.83' BOOK 8586 PAGE 122 O.R. R.O.W. (B) 330' WIDE SOUTHERN CALIFORNIA EDISON RIGHT OF | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 18 WAY PER DEED RECORDED OCTOBER 8, 1974 IN 19 S.C.E. BOOK 8532 PAGE 113 O.R. 16 A DEDICATION TO THE CITY OF FONTANA FOR /LANE SERVANDO STREET PURPOSES PER INSTRUMENT NO. 2012-0332143 O.R. RECORDED AUGUST 17, 2012 A DEDICATION TO THE CITY OF FONTANA FOR | | STREET PURPOSES PER INSTRUMENT NO. 115 14 116 2008-0244111 O.R. RECORDED MAY 29, 2008 117 172 | 171 148 147 *1*46 Ω 170 35 A DEDICATION TO THE CITY OF FONTANA FOR STREET PURPOSES HEREON. 36 EASEMENT FOR STORM DRAIN AND SANITARY SEWER Щ 114 118 145 169 173 149 PURPOSES DEDICATED TO THE CITY OF FONTANA S 37 113 119 144 174 168 © 7' WIDE EASEMENT FOR OVERHEAD ELECTRICAL [|] 30'l 38 112 SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS \mathcal{O} 120 167 151 143 175 CONSISTING OF POLES, GUY WIRES AND ANCHORS, 39 CROSSARMS, WIRES, AND OTHER APPURTENANT :XCHANGE 111 100' 121 FIXTURES AND/OR EQUIPMENT NECESSARY OR 176 142 152 CLUB LANE 166 1 2 40 USEFUL FOR DISTRIBUTING ELECTRICAL ENERGY AND 110 330' .82, FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL 122 10 141 165< 177 -41-MEANS AND INCIDENTAL PURPOSES, TO THE 109 SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED 42 154 140 178 164 DECEMBER 14, 2011 1184.75° 108 AS INSTRUMENT NO. 2011-0530686 OF O.R. AVENUE 43 124 139 155 179 163 107 $\overline{\alpha}$ 5' WIDE EASEMENT FOR LANDSCAPE AND MAINTENANCE 44 PURPOSES DEDICATED TO THE CITY OF FONTANA 125 138 106 156 45 29 126 105 157 137 LINE TABLE LIMIT 46 LOT A LINE BEARING LENGTH 127 104 136 158 LIMIITS R1) (PARK) 47, L1 N00°26'50"W 213.04 128 103 135 159 36.00' L2 N89°33'10"E /48 ш 102 129 FONTANA CITY (CITY LIMITS PER 160 134 SH L3 N00°26'50"W 183.71 49 \mathbb{Z} 101 130 L4 N89°32'26"E 133 107.22 161 50 L5 N79°32'24"E 42.36 100 RIALTO (CITY 132 162 90.59 L6 N89°32'26"E 52 SIERRA. L7 N00°27'34"W 2.00 LANE SANDOVAL |∞ 53 L8 N89°32'26"E 40.00 /5 89 90 95 | 94 | 93 92 91 99 98 97 96 L9 N45°29'44"W 32.55 54 74 L10 N89°32'26"E 68.00 85 86 81 | 82 | 83 | 84 | 77 | 78 | 79 | 80 | L11 N44°31'59"E 32.53 73 76 (N0°32'18"W 56 L12 N89°32'26"E 424.08 72 LANE TAIL RED ≺Ш $\Xi \overline{S}$ L13 N45°29'56"W 32.50 MANGO AVENUE 57 L14 N00°33'07"W 181.92 30' 68 | 67 65 61 60 59 66 64 62 69 58 NOTHING FD. OR SET.; EST. BY INTERSECTION L12 LOT (330.00' R3) SEGOVIA (570.00' R3) LANE (291.50' R3) CURVE TABLE SEE, DETAIL, "A" (1,333.50' R3)-- CURVE DELTA RADIUS LENGTH TANGENT 35 **→**(N89°32'26"E R3) (BASIS OF BEARINGS) C1 74°22'43" 74.00' 56.15 96.06 36 **→**/- L8 **→** - - -125 250 TRACT No. 18820 SCALE IN FEET C2 | 10°00'02" | 100.00' | 17.45' | 8.75' M.B. 338/66-69 NOT TO SCALE

TRACT MAP NO. 18944 CITY OF FONTANA, CALIFORNIA





City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1778 Agenda #: 1.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Approve a Construction Contract Amendment for the Construction of the Valley Boulevard/Kaiser Sewer Project Bid No. SB-19-PW-22

RECOMMENDATION:

Approve and authorize the City Manager to increase the construction contract with GRBCON for the construction of the Valley Blvd/Kaiser Sewer Project (Bid No. SB-19-PW-22) in the amount of \$160,317.15 for a total contract authorization of \$937,737.75.

COUNCIL GOALS:

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

DISCUSSION:

On December 14, 2021, City Council awarded a construction contract with GRBCON Inc. in the amount of \$706,746.00 and authorized a contingency amount of \$70,674.60 for a total contract authorization of \$777,420.60 for the construction of the Valley Boulevard/Kaiser Sewer Project.

During the construction, the contractor encountered unforeseen field conditions as follows:

- Additional cost to move work from normal business hours to night work was necessary for safety and reduced impacts to the residents and businesses in this area.
- An unanticipated gas line interfered with the placement of the proposed sewer main which required a redesign and field change to allow the new sewer main to be installed.

In order to complete the Project, it is recommended that City Council approve an amendment of the construction contract to issue contract change orders in the amount of \$160,317.15 to cover the unforeseen items. The project is under construction and completion is expected by December 2022.

FISCAL IMPACT:

If approved, this will increase appropriations in the Valley Blvd./ Kaiser Sewer Project 38104332-703-A-8331 in the amount of \$160,317.15. Appropriate paperwork will be submitted to the Budget office with FY 2022-23 Mid-Year adjustments.

MOTION:

Agenda Date: 10/25/2022 Category: Consent Calendar File #: 21-1778 Agenda #: I.

Approve Staff's Recommendation



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1773 Agenda #: J.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Human Resources

SUBJECT:

Authorize the Transition of PARS Alternate Retirement Services to Bencor

RECOMMENDATION:

Adopt **Resolution No. 2022-127**, of the City Council of the City of Fontana, Authorizing the Transition of the City of Fontana PARS Alternate Retirement System Plan from Public Agency Retirement Services to Bencor

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:

The City holds a fiduciary responsibility to offer an Alternate Retirement System (ARS) of which is an alternative to Social Security plan for part-time, seasonal, and temporary employees. This complies with OBRA '90 and Internal Revenue Code Section 3121(b)(7)(F) requirements, in which wages of an employee of a State or local government are generally subject to tax under FICA after July 1, 1991, unless the employee is a member of a retirement system maintained by the State or local government entity. To the extent this Alternate Retirement System plan reduces cost to the City due to lower total contributions rate (7.5% minimum versus 12.4% with Social Security).

The City maintains the City of Fontana ARS defined contribution plan to those eligible employees as defined. This Resolution authorizes the transition of the Alternate Retirement System Plan from Public Agency Retirement Services (PARS) to Bencor authorizing the City Manager or their designee to make any necessary amendments to the ARS Plan to implement the provisions of this Resolution.

FISCAL IMPACT:

This transition will streamline processing and protect data integrity with an online portal maintenance for new enrollments and separations, therefore reducing City administrative costs. In addition to the cost savings to the City, participants will see a decreased administrative cost from Bencor as well protection against fund loss with a guaranteed interest rate on their contributions.

MOTION:

Approve staff recommendation.

File #: 21-1773Agenda Date: 10/25/2022Agenda #: J.Category: Consent Calendar

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CA, AUTHORIZING THE TRANSITION OF THE CITY OF FONTANA PARS ALTERNATE RETIREMENT SYSTEM PLAN FROM PUBLIC AGENCY RETIREMENT SERVICES TO BENCOR

- **WHEREAS**, the City of Fontana ("the City") currently participates in the City of Fontana PARS Alternate Retirement System Plan (the "PARS Plan"); and
- WHEREAS, Staff in conjunction with the City's retirement plan consultant and investment fiduciary Shuster Advisory Group, LLC, ("Shuster") conducted a fee, services and investment review of the PARS Plan, and subsequently issued a request for proposal through Shuster; and
- **WHEREAS**, based on the results received via the request for proposal, Staff selects Bencor as the new provider and wishes to terminate all services and contracts with Public Agency Retirement Services ("PARS") as trust administrator and U.S. Bank as Trustee of the PARS Plan.
- **WHEREAS**, the investment contract that will be used to hold the PTS-OBRA Plan satisfies the applicable requirement of tax laws to be treated as a qualified trust under section 401 of the Internal Revenue Code and accordingly, under those laws, the group annuity investment contract is treated as the trustee, and Bencor has accepted its appointment as custodian and recordkeeper of the successor plan.

NOW, THEREFORE, BE IT RESOLVED:

- **SECTION 1.** The City Council hereby ratifies all actions taken by City Staff in relation to the removal of PARS and the replacement with Bencor.
- **SECTION 2.** The City Council hereby replaces the City of Fontana PARS Alternate Retirement System Plan with the City of Fontana PTS-OBRA Plan, effective December 15, 2022.
- **SECTION 3.** The City Council hereby directs the liquidation of assets held in the PARS Plan as soon as administratively practicable.
- **SECTION 4.** The City Council hereby directs the transfer of assets and participant data from the PARS Plan to Bencor on or around December 15, 2022.
- <u>SECTION 5</u>. The City Council hereby terminates the Agreement for Administrative Services with the Public Agency Retirement Services effective upon the transfer of assets and participant data to Bencor.
- **SECTION 6.** Upon the complete transfer of assets, PARS is hereby removed as trust administrator and U.S. Bank is hereby removed as Trustee of the City of Fontana PARS Alternate Retirement System Plan.

PASSED AND APPROVED this 25th day of October 2022.

ATTEST:	CITY OF FONTANA
Germaine McClellan Key City Clerk	Acquanetta Warner Mayor
APPROVED AS TO FORM:	
Ruben Duran, City Attorney	



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1770 Agenda #: K.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for September 2022.

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 September 2022 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:

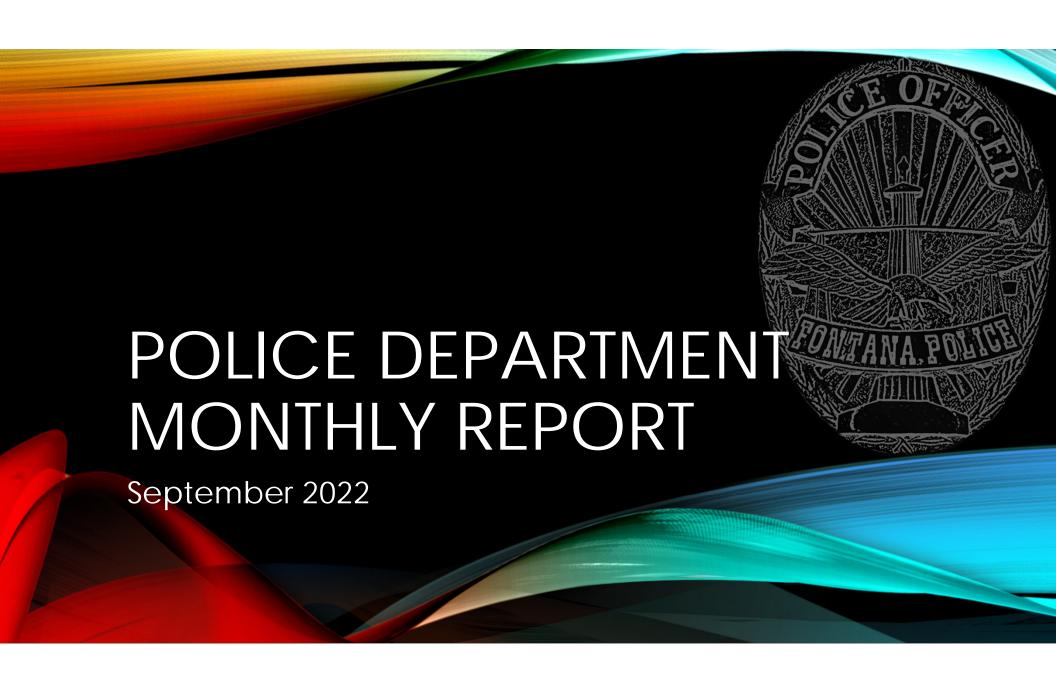
There is no fiscal impact.

MOTION:

Approve staff recommendation.

2022 CRIME STATISTICS ARE IN NIBRS FORMAT

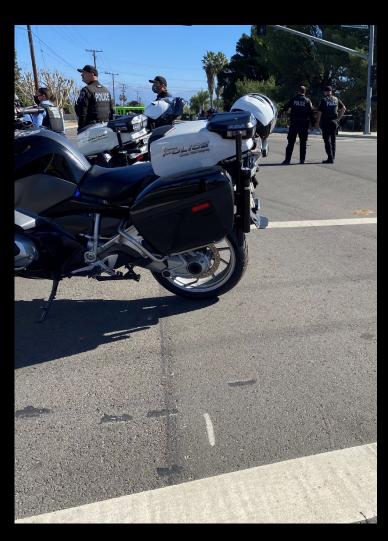
- As reported to the community in October of 2021, the Fontana Police Department transitioned from Uniform Crime Reporting (UCR) format to the Department of Justice mandated National Incident Based Reporting System (NIBRS).
- There were significant reporting requirement changes, in terms of types of crimes and categories reported.
- As a result, year-to-year comparison reporting is not available due to the new format and crimes reported.
- As an example, Robbery was reported as a Crime Against Person in UCR format but transitioned to a Property Crime under NIBRS.
- It is important to note nothing has changed in the manner your Fontana Police Department investigates crimes.



NOTEWORTHY EVENTS

- The Animal Services Office hosted an animal vaccination clinic
- Detectives identified and arrested a suspect accused of repeatedly exposing himself to female shoppers
- Female sworn officers were recognized on National Policewoman Day
- Detectives from the Fontana Police Department's Internet Crimes Against Children (ICAC) Task Force discovered conducted multiple investigations and made several arrests of adults trafficking in Child Sexual Abuse Material (CSAM) over the internet
- Narcotics detectives seized more than 50,000 fentanyl pills and 2,500 pound of methamphetamine
- The Community Outreach and Public Engagement (COPE) unit hosted a Coffee With Cops event
- Detectives investigated a fatal shooting and identified the suspect. The suspect was killed in a shootout with another police agency
- Officers volunteered to take local students shopping for back-to-school clothes
- Detectives arrested two suspects in a murder that occurred in 2016
- Officers volunteered to participate in "Chillin N Grillin" annual event

KA1 Kevin Anderson, 2/9/2021







CITYWIDE

- Priority 1 response time- 4:51 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,702
- Total Traffic Accidents- 232
 - Non-Injury- 187, Injury 45
- Total arrests- 620
 - Hispanic- 401, White- 106, Black- 95, All others races- 18
- Total Group A Offenses- 790
 - Crimes Against Persons- 174
 - Crimes Against Property- 405
 - Crimes Against Society- 211



CITYWIDE

Crimes Against Person- 174

- Homicide- 1
- Sex Offenses- 10
- Assault- 159
- Kidnapping- 4
- Other- 0

• Crimes Against Property- 405

- Robbery- 15
- Burglary- 31
- Larceny- 151
- Destruction of Property- 43
- Fraud- 34
- Possession of Stolen Property- 62
- Motor Vehicle Theft- 53
- Other Miscellaneous Property Crimes- 16

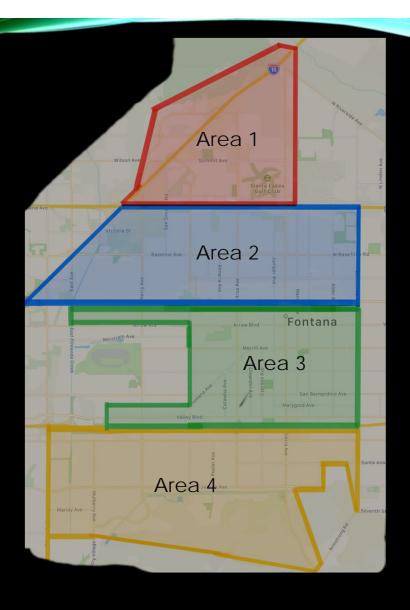
• Crimes Against Society- 211

- Drug and Paraphernalia Possession- 171
- Possession of Child Pornography- 7
- Possession of Weapons- 33
- Other Miscellaneous Crimes- 0



CRIMES BY BEAT

- Police Department Beat system is <u>NOT</u> 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 CARLO GRANILLO EMAIL- CGRANILLO@FONTANA.ORG DESK- (909) 350-7716

- Total Group A Offenses- 64
- Crimes Against Persons- 11
- Crimes Against Property- 50
- Crimes Against Society- 3



BEAT 2

AREA COMMANDER IS LIEUTENANT ADAM CLABAUGH EMAIL- <u>ACLABAUGH@FONTANA.ORG</u> DESK- (909) 854-8004

- Total Group A Offenses- 167
- Crimes Against Persons- 54
- Crimes Against Property- 77
- Crimes Against Society- 36



BEAT 3

AREA COMMANDER IS LIEUTENANT RUAL FILETO EMAIL – RFILETO@FONTANA.ORG DESK – (909) 854-8161

- Total Group A Offenses- 390
- Crimes Against Persons- 88
- Crimes Against Property- 180
- Crimes Against Society- 122



Beat 4

AREA COMMANDER IS LIEUTENANT DOUG IMHOF EMAIL – DIMHOF@FONTANA.ORG DESK – (909) 350-7707

- Total Group A Offenses- 132
- Crimes Against Persons- 20
- Crimes Against Property- 92
- Crimes Against Society- 20



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 bareen@fontana.org



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1804 Agenda #: L.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

Planning Department

SUBJECT:

Purchase and Sale Agreement for 16708 Spring Street - Downtown Fontana Property

RECOMMENDATION:

- 1. Approve a Purchase and Sale Agreement for the purchase of a building and associated land located at 16708 Spring Street, east of Juniper in Downtown Fontana. more specifically described as APN #0191-161-02.
- 2. Approve the budget adjustment in Fund 602 Capital Improvement increasing land acquisition expenses in the amount of \$990,000 to be added in the Mid-Year Budget Report
- 3. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.

DISCUSSION:

The City of Fontana will be undertaking an expansive and comprehensive revitalization of Downtown Fontana. The specific geographic area to be targeted includes Upland Ave to the North, Orange Avenue to the South, Mango Ave to the East and Juniper Ave to the West. A primary component of this revitalization effort will require the acquisition, demolition, replanning, and redevelopment of several key properties within the area. To facilitate the implementation of this revitalization, the City will be acquiring various properties in Downtown Fontana. Notwithstanding the fact that any structures that exist on parcels being acquired will be demolished and therefore have no future value. parcels are being acquired at market rate based on values attributable to their current use.

The subject property recently became available for acquisition. The approximately 18,200 square foot parcel includes a building of approximately 2,900 square feet.

The city and the seller's brokers have reached agreement on a Purchase Agreement with the following proposed deal-points:

File #: 21-1804 **Agenda Date:** 10/25/2022 Agenda #: L. Category: Consent Calendar

The City of Fontana would acquire the property for the price of \$950,000.

- The City of Fontana and seller Michael Hoch will equally split any/all escrow and title fees as appropriate.
- The City will have sixty days to perform any due diligence on the subject property, including completion of an environmental assessment and title review.
- Following the due-diligence period the city will have a fifteen-day financing period to complete all wire-transfers and documents necessary for the close of escrow.

Approval of the Purchase Agreement and acquisition of the subject property will assist with the assemblage of various properties located in Downtown Fontana. That assemblage will facilitate the City's vision and plans to dramatically revitalize the Downtown Community.

FISCAL IMPACT:

Monies are available for the purchase of these properties (total cost of approximately \$990,000, including escrow costs and appropriate fees) - in Fund 602 - Capital Improvement. Appropriate paperwork will be submitted to the Budget Office with the Mid-Year Budget Status Report.

MOTION:

Approve staff recommendation.



Date Prepared: August 22, 2022

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 6/22)

)FFER:			
Δ	. THIS IS AN	OFFER FROM	City of Fontana	("Buyer").
-		I(s), ∐A Corporation, ∐A Paπnersn	ip, An LLC, X Other A Municipal Corpora	tion .
E	. THE PROP	ERTY to be acquired is	16708 Spring St San Bernardino (County), Califo	rnia, 92335 (Zip Code),
	in	Parcel No(s).	0191-161-02-0000	("Property").
	Assessor s I	ostal/Mailing address may be diffe	erent from city jurisdiction. Buyer is advise	
C	THE TERMS	S OF THE PURCHASE ARE SPECI	FIED BELOW AND ON THE FOLLOWING PA	AGES.
		Seller are referred to herein as the "P	arties." Brokers and Agents are not Parties to	this Agreement.
	GENCY: . DISCLOSUI	RE: The Parties each acknowledge	receipt of a "Disclosure Regarding Real Estate	e Agency Relationships" (C.A.R.
-	Form AD) if	represented by a real estate license	ee. Buyer's Agent is not legally required to give	ve to Seller's Agent the AD form
	Signed by B	luyer. Seller's Agent is not legally obl	igated to give to Buyer's Agent the AD form Si	gned by Seller.
B			ships are hereby confirmed for this transaction	
	Seller's Bro	of (check one): the Seller; or 🔀 b	a Realty Fontana, Inc Lice	ense Number02038519
	Seller's Age	nt Ken	Galasso Lice	ense Number <u>00570875</u>
			or broker associate); or 🔀 both the Buyer's and	
	Buyer's Bro	okerage Firm Sierr	a Realty Fontana, Inc.	ense Number <u>02038519</u>
		of (check one): the Buyer; or X b		2057097F
	Buyer's Age	T the Puvede Agent (Selectorses	or broker associate); or 🔀 both the Buyer's and	ense Number 00570875
C	More than	one Brokerage represents Seller	Buyer. See, Additional Broker Acknowledge	gement (C.A.R. Form ABA).
D	. POTENTIAL	LY COMPETING BUYERS AND	SELLERS: The Parties each acknowled	ge receipt of a X "Possible
	Representat	tion of More than One Buyer or Seller	r - Disclosure and Consent" (C.A.R. Form PRE	3S).
3. T	ERMS OF PUR	RCHASE AND ALLOCATION OF C	OSTS: The items in this paragraph are conti	actual terms of the Agreement.
R	eferenced para	graphs provide further explanation.	This form is 17 pages. The Parties are advised	
	Paragraph	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	Purchase Price	\$ 950,000.00	X All Cash
100	3, 35	10-30 W 50 W		N. 1001
В	1	Close of Escrow (COE)	X 90 Days after Acceptance OR on (date)	
			(mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or	
			(date) at 5PM orAM/	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>25,000.00</u> (<u>2.6</u> % of purchase price)	within 3 (or) business days
1.7			(% number above is for calculation purposes	after Acceptance by wire transfer
			and is not a contractual term)	OR
D(2)	5A(2)	☐ Increased Deposit	\$(% of purchase price)	Upon removal of all contingencies
		(Money placed into escrow after the initial deposit, Use form DID at time	(% number above is for calculation purposes and is not a contractual term)	OR (date)
	4.	increased deposit is made.)	and to not a contractor torny	OR
E(1)	5C(1)	Loan Amount(s): First	\$ (% of purchase price)	Conventional or, if checked,
-(.)	55(1)	Interest Rate	Fixed rate or Initial adjustable rate, not to	Seller Financing
	1	Points	exceed% Buyer to pay zero points or up to% of the	Assumed Financing
		Follits	loan amount	Subject To Financing Other:
		If FHA or VA checked. Deliver list of	17 (or) Days after Acceptance	
		lender required repairs	17 (di) Days allei Acceptance	
E(2)	5C(2)	Additional Financed Amount	0/ -f	Conventional or, if checked,
E(2)	30(2)	Interest Rate	\$(% of purchase price) Fixed rate or Initial adjustable rate, not to	Seller Financing
			exceed %	Assumed Financing
		Points	Buyer to pay zero points or up to% of the	Subject To Financing Other:
ER 101	-	C	loan amount	Land Control of the C
E(3)	7A	Occupancy Type	Investment	
F	5D	Balance of Down Payment	\$ 925,000.00	
essi e	New Amortina	PURCHASE PRICE TOTAL	\$ <u>950,000.00</u>	12
0.0011110000000		on of REALTORS®, Inc.	24	400
PA F		PAGE 1 OF 17) Buyer's In		MH / EDUAL HOUSING
			AND JOINT ESCROW INSTRUCTIONS (
erra Rea	alty, 9410 Sierra Ave. Fo	entana CA 92335 Produced with Lone Wolf Transactions (zin	Phone: 909.822,1200 Form Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 w	Fax: 909,822,0324 16708 Spring St

Prope		6708 Spring St, Fontana, CA 923.	35	Date: August 22, 2022
	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	\$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR
G(2)	ADDITIONA	L FINANCE 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
			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	8	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, 15	Investigation of Property	17 (or 60) Days after Acceptance	
20.2020		does NOT create cancellation rights, a	17 (or <u>60</u>) Days after Acceptance informational purposes only is NOT a contingency, and applies even if contingencies are removed.	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be
L(4)	8D, 17A	Review of Seller Documents	17 (or <u>30</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	removed or waived by checking the applicable box above or attaching a
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or 60) Days after Acceptance, or 5 Days after receipt, whichever is later	Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	time of offer is against Agent advice. See paragraph 8H.
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	☐ CR attached
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
IVI(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	Tenant Occupied Unit(s) to be delivered vacant (#s)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR 6 PM or AMI PM COE date or, if checked below, days after COE (29 or fewer days) days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or <u>20</u>) Days after receipt	
	11C(2)	Time to pay fees for ordering OA Documents	3 (or) Days after Acceptance	
	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	6.5

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Buyer's Initials

Seller's Initials



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P	Items Incl	uded and Excluded		
P(1)	9	Items Included - All Items specified	In Paragraph 9B are Included and the follow	
P(2)	9	Excluded Items:	: 🗇	7
Q	Allocation	of Costs		·/.
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	Buyer Seller Both	Environmental Other
			Provided by:	
Q(2)	15B(1)(D)	Environmental Survey	X Buyer Seller Both If desired	
Q(3)		Report	Buyer Seller Both	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	Buyer Seller Both	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	Buyer Seller Both	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	Buyer Seller Both	
Q(7)	22B	Escrow Fees	Buyer Seller Both	Escrow Holder:
0/01	16	Ourse de litte le	Each to pay their own fees	Bennett Escrow Services Inc
Q(8)	10	Owner's title Insurance policy	Buyer Seller Both	Tille Company (If different from Escrow Holder): Orange Coast Title
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buye shall purchase any title insurance policy insuring Buyer's lender.
2(10)		County transfer tax, fees	Buyer X Seller Both	
1(11)		City transfer tax, fees	Buyer Seller Both	
1(12)	11C(2)	OA fee for preparing disclosures	Seller	
(13)		OA certification fee	Buyer	
1(14)		OA transfer fees	Buyer Seller Both	Unless Otherwise Agreed, Selle shall pay for separate OA move-out fee and Buyer shall pay for separate OA move-in fee. Applie if separately billed or itemized wit cost in transfer fee.
(15)		Private transfer fees	Seller, or if checked, Buyer Both	
(16)	10B(4)	Installation of safety features, required by law	Buyer Seller Both	
(17)		fees or costs	Buyer Seller Both	
3		Additional Tenancy Documents Inc	come and Expense Statements Tenant Estop	pel Certificate
	the Seller to e	S: The city of Fontana is acquiring this de the Seller with a letter stating the pr xercise oped under IRS Section1033.	s property under the threat of condemnation. operty is being compulsorily or involuntarily. The offer and acceptance subject to approval	. The City shall, before the close
A. [B. (PROPERTY To Probate Ag Other OTHER ADDI	reement Purchase Addendum (C.A.f	subject to the terms contained in the Adde R. Form PA-PA) the terms contained in the Addenda checke	ed below:
[Back Up Of Septic, Wel	#(C.A.R. Form AL fer Addendum (C.A.R. Form BUO) I, Property Monument and Propane A t to Exchange Addendum (C.A.R. Fo	DM) Assumed Financing Addendur Short Sale Addendum (C.A.R. Court Confirmation Addendum	m (C.A.R. Form AFA) . Form SSA) n (C.A.R. Form CCA)

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 3 OF 17)

P	oper	ty Ad	ldress: 16708 Spring St, Fontana, CA 92335 Date: August 22, 2022
	C.	BL	JYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not
		int	ended to be incorporated into this Agreement.)
			Buyer's Investigation Advisory (C.A.R. Form BIA) After France Advisory (C.A.R. Form FHDA)
		X	Wire Fraud Advisory (C.A.R. Form WFA) (Parties may also receive a privacy disclosure from their aug. A seek and C.A.R. Form CCPA)
		П	(Parties may also receive a privacy disclosure from their own Agent.) Wildfire Disaster Advisory (C.A.R. Form WFDA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
			Trust Advisory (C.A.R. Form TA) Short Sale Information and Advisory (C.A.R. Form SSIA)
			REO Advisory (C.A.R. Form REO)
_			Other:
5.	AD	DITIO	ONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.
	PI.		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)	INCREASED DEPOSIT: Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. 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,
		(3)	RETENTION OF DEPOSIT: Paragraph 36, 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 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
	D	AL	in the Civil Code.
	ь.	Agr	L CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This reement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver
		Writ	tten verification of funds sufficient for the purchase price and closing costs.
	C.	LO.	AN(S):
		(1)	FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(1).
		(2)	
		* 4	provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed
		(2)	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.
		(5)	Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AFA) (i) of
			any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender
	D	BAI	requirements. LANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder
	٥.	purs	suant to Escrow Holder instructions.
	E.	LIM	ITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the
		Pan	ties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit
		Sell	wed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from er shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the
		Parl	the shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual
		Cre	dit and the Lender Allowable Credit.
6.	ADI	DITIC	DNAL FINANCING TERMS:
	A.	may	RIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
	B.	VER	RIFICATION 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
		pred	jualified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an istable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
	C.	BUY	YER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not
		limite	ed to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a
		spec	citic closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the
		oblic	noting specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no pation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not
		inter	tere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing Buyer's
		inab	ility to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as
7.		spec	cified in this Agreement. G AND POSSESSION:
	A.	OCC	CUPANCY: Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available
		finar	ncing.
CP	RE	VISE	D 6/22 (PAGE 4 OF 17) Buyer's Initials / Seller's Initials
/			
		-UI	MMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 4 OF 17)

CONDITION OF PROPERTY ON CLOSING:

(1) 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.

(2) 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.

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

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, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, 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 ("OA") to obtain keys to accessible OA facilities. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

(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.

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 Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency

but not the loan contingency.

Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

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.

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.

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: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA). INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review of

Seller's documents required in paragraph 16A.

TITLE:

(1) This Agreement is, as specified in paragraph 3L(5), 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.

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.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11C ("CI Disclosures"). MH

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Buyer's Initials	1	Seller's Initi
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G. 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(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or liened items.

H. 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.

REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.

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 receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

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.

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(8).

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.

ITEMS INCLUDED IN SALE:

All EXISTING fixtures and fittings that are attached to the Property;

EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.

Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any nondedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.

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.

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(6), 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.

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).

Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

(10) 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.

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Buyer's Initials

Seller's Initials



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- C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
- - INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. 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). GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:
 - - (1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
 POINT OF SALE REQUIREMENTS:
 - - (A) Point of sale inspections, reports and repairs 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. Unless Parties Otherwise Agree to another time period, any such repair, 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.
 - Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
 - (3) REINSPECTION FEES: If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

 INSTALLATION OF SAFETY FEATURES:
 - - (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed; (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
 - If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or
 - directly to the vendor completing the installation.

 (5) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- 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.

 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.) CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - - 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).
 - If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (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 OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs 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 OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

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Buyer's Initials

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Seller's Initials

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- 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.
- WATER CONSERVING PLUMBING DEVICES: Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in paragraph 3N(1), disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or

ESD. See C.A.R. Form WCMD for more information.

SURVEY, PLANS, AND ENGINEERING DOCUMENTS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's

PERMITS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

STRUCTURAL MODIFICATIONS: Seller, within the time specified in paragraph 3N(1), shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

GOVERNMENTAL COMPLIANCE: Within the time specified in paragraph 3N(1),

Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals

Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the

VIOLATION NOTICES: Within the time specified in paragraph 3N(1), Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller

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 lender to get such information (C.A.R. Form ARC), and make any and all other

disclosures required by Law.

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.

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.

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.

SELLER REPRESENTATIONS: Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure

(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.

Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental

service agreements.

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:

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.

(1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change

(1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change 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.

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15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

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.

An inspection for lead-based paint and other lead-based paint hazards.

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(3). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.

(2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to paragraphs 3, 10, 11, 12, and 16A.

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.

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(3), 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(3) 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, except an appraisal received in connection with an FHA or VA loan.

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.

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(8). 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.

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.

Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.

Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether

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.

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.

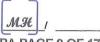
Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title 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.

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Seller's Initials





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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 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(6), 9B(8), 10, 11A, 11C,

11D, 11F-K, 12, 16A, and 16D.
BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

Buyer may, within the time specified in paragraph 3L(3), 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.

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 or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. 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 but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11L.

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:

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.

 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 a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(5) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) 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.

 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.

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.

 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, whether or not the Scheduled Performance Day falls on a Saturday, 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 and 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.

 EFFECT OF REMOVAL OF CONTINGENCIES:

 (1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer Buyer Buyer of reports and a greed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and a greed buyer bu 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.

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 candingency.

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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.

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 cancellation 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.

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, OA 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 OA 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 OA 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:

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. 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.

- 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.
- 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:

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, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section 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.

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Buyer's Initials 1



Seller's Initials



MH

Property Address: 16708 Spring St, Fontana, CA 92335

Date: August 22, 2022

B. 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 OA or OA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.

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. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs 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. 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.

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. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). 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. 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.

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.
 MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon

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 37A.

26. ASSIGNMENT: 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).

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.
 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, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

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Buyer's Initials



Seller's Initials





- 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 building 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. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is 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), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. 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. Links could be, for example, to DropBox or GoogleDrive 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 Buyer opening, the document by link.
 - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. 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.
 - W. "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 39 or paragraph 40.
 - 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.

CPA REVISED 6/22 (PAGE 13 OF 17)	Buyer's Initials W /	Seller's Initials	
COMMERCIAL PURCHASE AGREE	MENT AND JOINT ESCRO	W INSTRUCTIONS (CPA PA	AGE 13 OF 17) EDUAL HOUSING
Produced with Lone Wolf Transaction	ons (zinForm Edition) 717 N Harwood St. Suite	2200 Dallas TX 75201 www buolf com	16708 Spring St

Property Address: 16708 Spring St, Fontana, CA 92335

Date: August 22, 2022

- 33. 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.
- 34. 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.
- 35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 or 40 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, within as specified in paragraph 3N(5), 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).

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Buyer's Initials







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If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. 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.TFORM DID).

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37. 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 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

- 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 arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR 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 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.
- 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 nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- 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; or (iii) the filing of a mechanic's lien.
- 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.
- "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."

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ARBITRATION."	
OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES	<u>'PROVISION TO NEUTRAL</u>
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO S	SUBMIT DISPUTES ARISING

CPA REVISED 6/22 (PAGE 15 OF 17)

Buyer's Initials ___/

Seller's Initials



Property Address: 16708 Spring St, Fontana, CA 92335

Property Address: 167	708 Spring St, Fontana, CA 92335		Date: August 22, 2022
Buyer's Author B. X ENTITY E Form RCSD) (1) One or m	N OF OFFER: This offer shall be deemed revoked as especified in paragraph 3C, the offer is Signed by orized Agent. Seller has no obligation to respond BUYERS: (Note: If this paragraph is completed, is not required for the Legally Authorized Signer ore Buyers is a trust, corporation, LLC, probate est	Seller and a Copy of the Sig to an offer made. a Representative Capaciters designated below.) ate, partnership, holding a p	gned offer is Delivered to Buyer or ty Signature Disclosure (C.A.R. ower of attorney or □ other entity
capacity. (3) The nam (4) If a trust, or Doe R	reement is being Signed by a Legally Authorized See paragraph 35 for additional terms. e(s) of the Legally Authorized Signer(s) is/are: identify Buyer as trustee(s) of the trust or by simplificevocable Family Trust). If the entity is a trust or under luding case #:	Matthew Ballantyne ied trust name (ex. John Doe r probate, the following is the	, e, co-trustee, Jane Doe, co-trustee full name of the trust or probate
	17 pages. Buyer acknowledges receipt of, and ha		
(Signature) By,	of BUYER: City of Fontana		Date: 9.12.32
	me of Legally Authorized Signer: Matthew	v Ballantyne Title	, if applicable, City Manager
(Signature) By,			Date:
Printed name	of BUYER:		
Printed Nar	ne of Legally Authorized Signer:	Title,	if applicable,
☐ IF MORE THAN	I TWO SIGNERS, USE Additional Signature Adden	dum (C.A.R. Form ASA).	
Agreement, S and acknowle Seller's acce Seller shall rei Seller Cou	E OF OFFER: Seller warrants that Seller is the eller accepts the above offer and agrees to sell the dges receipt of a Copy of this Agreement and autho ptance is subject to the attached Counter Offer curr and include the entire agreement with any responter Offer (C.A.R. Form SCO or SMCO) of SMCO)	Property on the above term rizes Agent to Deliver a Sign or Back-Up Offer Addendured	s and conditions. Seller has read ned Copy to Buyer.
Form RCSD) (1) One or motion (2) This Agree capacity. (3) The name (4) If a trust, if or Doe Re	ers: (Note: If this paragraph is completed, a Regis not required for the Legally Authorized Signer ore Sellers is a trust, corporation, LLC, probate estangement is being Signed by a Legally Authorized Signer is being Signed by a Legally Authorized Signer and terms. East of the Legally Authorized Signer (s) is/are: Edentify Seller as trustee(s) of the trust or by simplified two cable Family Trust). If the entity is a trust or under auding case #:	te, partnership, holding a po Signer in a representative c Michael Hoch dt trust name (ex. John Doe, probate, the following is the f	wer of attorney or other entity. apacity and not in an individual
C. The CPA has	17 pages. Seller acknowledges receipt of, and has greement. IATURE(S): Authentiscer Michael Hoch	read and understands, ever	
Printed name of	of SELLER: Seized Properties		
X Printed Nam	ne of Legally Authorized Signer: Micha	el Hoch Title.	if applicable.
(Signature) By,			Date:
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☐ Printed Nam	e of Legally Authorized Signer:	Title	if applicable
☐ IF MORE THAN	TWO SIGNERS, USE Additional Signature Addender	um (C.A.R. Form ASA).	applicable,
OFFER NOT ACCEPTE			d by Seller(date)
CPA REVISED 6/22 (PA	AGE 16 OF 17) Buyer's Initials 16 1/2	Seller's Initials	мж ,

Property Address: 16708 Spring St, Fontana, CA 92335

Date: August 22, 2022

 REAL ESTATE BROKERS SECTION: Real Estate Agents are not parties to the Agreement be a second process. Agency relationships are confirmed as stated in paragonal paragon	raph 2. rees to pay Buyer's Broker and Buy in the MLS, provided Buyer's Broke er's Broker and Buyer's Broker are r then compensation must be specil c.A.R. Form DLT) may be used to tion of REALTORS® Standard of Pr this offer has been presented to Selle	er is a Participant of not both Participants fied in a separate w document that tax ractice 1-7, if Buyer's	the MLS in which of the MLS, or a rritten agreement reporting will be
A. Buyer's Brokerage Firm Sierra Realty Fontana, Inc.		Lic. # 02038519	
By Ken Calassa	Ken Galasso Lic. # 00570875	Date	
By Ken Galassa By <u>9/12/2022 8:42-53 PM GMT</u>	Lic. #	Date	
☐ More than one agent from the same firm represents☐ More than one brokerage firm represents Buyer. Ac	Buyer, Additional Agent Acknowledge	ement (C.A.R. Form /	AAA) attached.
Designated Electronic Delivery Address(es):			
Email	Text #	·	in the second second
Alternate:			
if checked, Delivery shall be made to the altern	ate designated electronic delivery ac	dress only.	
Address 9410 Sierra Ave.	City <i>Fontana</i>	State <u>CA</u> Zi	92335
B. Seller's Brokerage Firm Sierra Realty Fontana, Inc.		1:- # 22222#42	
B. Seller Strukerage Firm Sierra Realty Fontana, Inc. By Ken Galasso	Kan Galassa Lie # 00570975	LIC. # <u>02038579</u> _	
Ву Ken Galasso Ву — 9/12/2022 8:42:54 РМ GMT	Lic. #	Date	
More than one agent from the same firm represents \$	Seller, Additional Agent Acknowledge	ment (C.A.R. Form #	AA) attached
More than one brokerage firm represents Seller. Ad	ditional Broker Acknowledgement (C	A.R. Form ABA) ati	ached.
Designated Electronic Delivery Address(es) (To be Email			
Alternate:			
if checked, Delivery shall be made to the alternation	ate designated electronic delivery ad	dress only.	
Address	City	_ State Zip)
ESCROW HOLDER ACKNOWLEDGMENT: Escrow Holder acknowledges receipt of a Copy of this Agreeme Offer numbers	nt, (if checked,	nount of \$ s to act as Escrow H Ider's general provis of the Agreement is _), Counter lolder subject to ions.
By		Date	-
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Escrow Holder has the following license number #			
Department of Financial Protection and Innovation, Depart	nent of Insurance, 🗌 Department of	Real Estate.	
PRESENTATION OF OFFER: / Seller's B Broker or Designee Initials	rokerage Firm presented this offer to	Seller on	(date).
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City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1726 Agenda Date: 10/25/2022 Agenda #: M. Category: Consent Calendar

FROM:

Finance

SUBJECT:

Award Bid for Air Purifiers for City Buildings

RECOMMENDATION:

- 1. Award bid (SP-19-PW-23) and authorize the City Manager to execute the Purchase Equipment Agreement for Portable Air Purifiers and Monitors to Alliance Building Solutions, Inc. of San Diego, California in the amount not to exceed \$1,831,725.00.
- 2. Approve and authorize the City Manager to execute any future amendments to the Purchase Equipment Agreement (SP-19-PW-23).

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.
- Operate in a businesslike manner by correcting problems immediately.
- Enhance the local environment for future generations and create a healthy economic and environmental future by committing to purchasing specific products and goods that are climate friendly.

DISCUSSION:

Public Works Department is responsible for maintaining twenty-eight (28) city buildings and was requested to provide a solution for indoor air quality and monitoring for both employees and visitors to city buildings. The solution had to address at the minimum to provide 650 medical-grade air purifiers, along with monitors and installation for city buildings for COVID-19 type viruses, indoor allergens, portable, low maintenance, filter less system, and at least 10-year useful life.

This system will provide the highest level of disinfection, no ongoing filter replacement, no servicing of the units, compact, and quiet operation. The units can be situated on a desktop, portable stand or wall mounted. The units process the contaminated indoor air by pulling it into the unit by an internal fan and the contaminates are rapidly and safely inactivated. The coils release a plasma based electric discharge hundreds of times a second, destroying pathogens from a DNA level by the coils. Clean purified air is recycled back into the room.

File #: 21-1726 **Agenda Date:** 10/25/2022 Agenda #: M. Category: Consent Calendar

Purchasing Office solicited proposals for portable air purifiers and monitors (SP-19-PW-23) by notifying 211 bidders through the city's online bid system. Forty-four prospective bidders downloaded the proposal, and nine (9) bids were received. The Purchasing Office reviewed the proposals to verify that the bidders met the requirements of the bid. Only two of the nine bidders submitted based on the city's specification standards for the air purifiers and monitors.

- · Alliance Building Solutions, Inc. San Diego, CA
- Technology International, Inc. Lake Mary, FL

Technology International's proposal did not provide a Work Plan, Schedule, and References as outline in section 4.3 Response To Proposal in the bid documents. Technology International is deemed unresponsive and did not meet the requirements of the bid. Alliance Building Solutions provided all the requirements and deemed as responsive and responsible as to the best solution to meet the city's requirements.

FISCAL IMPACT:

ARPA funds have been designated for this project. Funds are budgeted in Fiscal Year 2022-23 in 38300001-302-A-8320.

MOTION:

Approve staff recommendation.

City Buildings	Interior Sq. Ft.
Art Depot	1,567
Center Stage	12,846
City Hall	26,567
City Hall East Annex	9,342
Community Services	17,801
Cypress Community Center	6,712
Don Day Community Center	5,619
DSO	24,480
Haggen Police Sub Station	983
Heritage Community Center	9,479
Historical Society	391
Human Resource	7,944
Jack Bulik Community Center	5,760
Jessie Turner Center	40,065
Knopf Center	3,761
Library	173,361
Miller Community Center	8,171
Nature Center	3,025
Police Department	75,406
Public Works	30,476
Senior Center	37,767







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A: INTRODUCTION

1.

Name of Firm	Alliance Building Solutions, Inc.
Address	12520 High Bluff Drive, Suite 345, San Diego, CA 92130
Email	Alliance-usa.com
Telephone	(858) 900- 5305
Fax	(858) 356- 9651

2.

Name of Contact	Brad Chapman
Address	12520 High Bluff Drive, Suite 345, San Diego, CA 92130
Email	Brad@absenergy.com
Telephone	(858) 900- 5305





3.

Growing from an initial staff of five in 1964 focusing on warranty work and HVAC service calls, Alliance Companies, Inc. (ABS) has gone from a small mechanical contractor to a leader in energy infrastructure solutions within the public sector in California. Alliance contracts with public agencies throughout the state, within the municipal and educational sectors. Through offering a design-build / turnkey approach, ABS strives to create



successful and effective energy projects, becoming a long-term energy partner with all our customers.

In this relationship-driven industry, success also relies on customer satisfaction and longterm relationships with clients and industry professionals. For nearly half a century, our experienced team of executives, project managers, mechanical engineers, estimators, technicians, and installers have been delivering quality energy solutions to satisfied clients throughout California.

Throughout this pandemic ABS has continued to deliver COVID-19 disinfection solutions to public agencies throughout the state. Through our partnership with WellAir and Uhoo, our firm has been granted distribution rights and is the authorized dealer for the WellAir Protect 900/Protect 200 and Uhoo Aura Technology for California and the West Coast. Thus, any company or agency looking to acquire this innovative technology on the West Coast will have to purchase it through our firm. This groundbreaking technology allows the City to provide continuous disinfection while occupants are in the room, while delivering the highest level of sanitation available on the market today.

Alliance has worked with a wide range of agencies throughout the state on implementing effective disinfection strategies with effective multi layered solutions, ranging from viral disinfection to real time indoor air quality monitoring. To date, Alliance has executed roughly \$51M+ in projects, entailing some type of disinfection or indoor air quality related measures. In addition to these projects, we believe that we are best positioned to be selected for this project with the City of Fontana already being an existing customer.





Our firm has already completed 3 phases of work with the City totaling over \$10M in successful projects. Through this experience in working with various City facility/maintenance, billing, finance, and legal staff, we are well versed in all the various items below:

- Points of contacts for all various departments included in a project implementation
- Aware of all finance and billing dynamics associated with the invoicing process
- Familiar with all facility and maintenance staff that will be working hand in hand with our team to provide site access and assist with the installation dynamics
- Have already worked with the City's legal team in executing multiple contracts
- Aware of all City codes, compliances, requirements, and other agency specific aspects relating to completing a successful project











Our strategic partner WellAir has solidified themselves as an industry leader in the sanitation space, specializing in disinfection research and technologies with over 71+ third party studies. Over the last twelve (12) years WellAir has brought to market several different disinfection products, leveraging various patented technologies and prestigious accreditations and accolades from industry specific organizations. WellAir has been offering medical-grade remedies for an international issue—unhealthy indoor air—for more than ten years. Numerous viral ailments, bacterial infections, asthma, allergies, and a variety of chronic health conditions are all caused by indoor air. "By reducing the viruses and chemicals that cause illness, we make indoor places safer. People can live, work, and play without anxiety thanks to our cutting-edge disinfection solutions for indoor air and surfaces, offering peace of mind."

We adopted a fundamentally new approach to air disinfection under the leadership of a committed and highly skilled team of scientists, which resulted in the transformational discovery of NanoStrikeTM, the distinctive, patented technology at the heart of all current WellAir portable air disinfection devices. All airborne germs are instantly rendered inactive by this nanotechnology. Our continued efforts to guarantee the health and safety of people in the built environment are based on our family of solutions, which includes air purification and surface disinfection products. Products that have received FDA clearance are part of WellAir's expanding portfolio of medical-grade solutions, which help safeguard indoor environments in more than 60 nations.







Although healthcare is the core of our business, we also have a strong presence in the commercial, educational, hotel, entertainment, and residential sectors. At WellAir, we firmly believe that it is our responsibility to create cleaner indoor settings so that the people we affect can continue living their best lives free from concern for what might be in the air.

WellAir's experience and qualifications are solidified within their Medical Advisory Board, whose mission is to develop, educate, and support innovation in a multi-disciplinary approach to improve the healthiness of indoor environments. The board is comprised of a diverse group of top public health, environmental, and medical experts. The WellAir MAB will research and advise on indoor air and surface quality advancements, with a focus on improving respiratory, immunological, oncological, and general public health outcomes.

WellAir Medical Advisory Board

Board Chair

Regina Benjamin, MD, MBA

18th US Surgeon General From 2009 until 2013, Dr. Benjamin, a former vice admiral in the U.S. Public Health Service Commissioned Corps, served as the country's 18th surgeon general. She also held the position of chair of the National Prevention Council, which was composed of 17 cabinet-level federal departments and formulated the U.S. health policy. She is the founder and CEO of the Gulf States Health Policy Center as well as Bayou Clinic, Inc., a nonprofit primary care medical facility in Bayou La Batre, Alabama. She is not just an operating partner at Revival Healthcare Capital but also performs clinical duties.

Board Member

David J. Weber, MD, MPH

Medical Directory, Department of Infection Prevention, UNC Medical Center Associate Chief Medical Officer, UNC Medical Center.

World known expert in the treatment of infectious diseases, Dr. David J. Weber. He holds academic positions at the University of North Carolina (UNC) School of Medicine as the Charles Addison and Elizabeth Ann Sanders Distinguished Professor of Medicine and Pediatrics and Professor of Epidemiology in the UNC Gillings School of Global Public Health. He also serves as 371





Associate Chief Medical Officer for the UNC Medical Center and as Medical Director of the Department of Infection Prevention at the UNC Medical Center.

PubMed lists Dr. Weber as an author in over 440 scientific publications.

Board Member

Daniel E Dawes, JD

Executive Director, Satcher Health Leadership Institute

Morehouse School of Medicine

Daniel E. Dawes, JD, is the Executive Director of the Satcher Health Leadership Institute and is a professor in the Department of Community Health and Preventive Medicine at Morehouse School of Medicine. His passion for addressing disparate health outcomes is exemplified in his unyielding commitment to building collaboratives, including the United States Department of Health and Human Services grant-funded National COVID-19 Resiliency Network, the Health Equity Leadership & Exchange Network, and the Health Equity Tracker, which all exist to leverage evidence-based research, data, and solutions to advance health equity. A globally respected leader in the advancement of health equity, Professor Dawes is the recipient of several national awards. These include the American Public Health Association's Award for Significant Contributions to Public Health, the Centers for Disease Control and Prevention's Health Equity Champion Award, and the National Medical Association's Louis Stokes Health Policy Award.

Board Member

Thomas Caranosos, MD

Director, Adult Cardiac Surgery, UNC School of Medicine

Medical Director, Transcatheter Aortic Valve Replacement Program, UNC School of Medicine

Dr. Thomas Caranasos is an adult cardiac and thoracic surgeon at the University of North Carolina (UNC) School of Medicine. His expertise includes heart and lung transplantation, ventricular assist device implantation, and minimally invasive approaches to cardiac surgery. In addition to his role of Director of Adult Cardiac Surgery and Assistant Professor of Surgery, Dr. Caranasos leads the structural heart program focusing on transcatheter aortic valve replacement.





uHoo Qualifications

uHoo was founded by a team of innovators who share a passion for technology, health, and the enviornment. Frustrated by the poor indoor air quality conditions in office and educational buildings, Dustin Onghaseng and Brian Lin who both studied at Hong Kong University of Science and



Technology decided to build the uHoo. The worlds most comrehensive indoor air quality sensor on the market with the only patented Virus Index technology . They knew that the only way to make calculated progress towards healthier and cleaner air was to be able to quantify and measure the air. The uhoo allows you to see the air you breathe. uHoo's mission is to help you take control and invoke proactive actions by helping you monitor and manage your air quality to reduce deaths and improve lives, health, well-being globally.

uHoo has been introduced in over 40 countries and is being used by ten of thousands of people in commercial, residential and governemnt agencies worldwide. With numerous amout of case studies that prove the uHoo helps you manage and take actionable steps towards your air, but in addition also reduce cost by identifying and addressing air quality issues immediately to reduce staff or employee complaints, increase productivity, and prevent wear and tear on your equipment. The uHoo Aura can connect with your buildings HVAC systems to automatically control and manage your heating, cooling, ventilation, and fresh air system to "enhance comfort and safety while optimizing energy efficiency; thereby creating a smarter and healthier building and office envionrment."







Sustainability certifications



New revenue



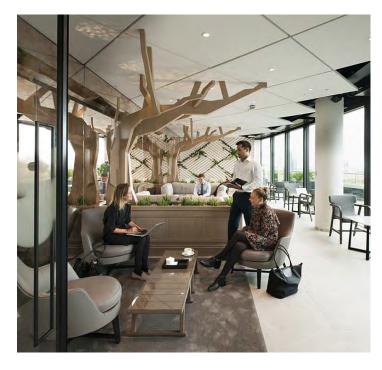
Energy savings and building maintenance





Our Takeaway

Here at Alliance, we believe it is time for a shared responsibility to make every indoor space cleaner and safer. Air quality experts and scientists have long known that indoor air is rarely free from pollutants, harmful chemicals, gases, pathogens, and other contaminants. It's time to recognize that poor air quality has been ignored or accepted for too long. We believe that it is the responsibility of owners, architects, engineers, builders, and municipalities to make indoor air safe for everyone. Our mission is to deliver solutions that can provide for the highest level of indoor air quality. Our team is dedicated to continued innovations on



science-based technologies proven to remove harmful contaminants from indoor spaces - even when poor ventilation - or no ventilation exists in that space.

Our organizational goal is to protect each market segment across the world, using multiple technologies, to remove harmful contaminants from the air. Facilities and buildings can now be monitored (and managed) using special sensors that can detect the presence of harmful contaminants, allowing for a proactive approach to address your agencies COVID-19 disinfection strategy. While other methods of disinfection are important, it is our mission to provide a primary layer of protection in any space, using the WellAir and uHoo solutions. These primary solutions can be trusted to watch over room occupants, cleaning, purifying, and monitoring room air, regardless of other solutions that may be in place.

It is our further mission to educate and inform public, private, and regulatory constituents about the importance of air quality and their responsibility to protect the public in all indoor spaces. We believe that every person has the right to better air quality. That no one should be exposed to contaminants that can impair cognitive function, transmit infections, or cause chronic or permanent diseases - such as obesity, cancer, heart disease, neurological degeneration, and many others. The time has come when we can no longer ignore or accept poor indoor air quality and the effect it has on all of us - on our health, safety, and well-being.





Product Overviews



WellAir has been at the forefront of one of the biggest and most important global issues; unhealthy indoor air. For over a decade WellAir has been led by an admirable and highly esteemed team of scientists who took a fundamentally different approach to air disinfection, which led to the inception of the patented NanoStrike technology. This nanotechnology was created to inactivate all airborne microorganisms on contact providing the first line of protection against all viruses, bacteria, VOC, mold spores, and pollen. The NanoStrike technology

captures a range of physical concurrent pathogen inactivation processes to safely disinfect the air. NanoStrike coils provide a powerful strike that works to burst airborne pathogen cells rapidly inactivating them, helping to ensure they are no longer a threat of infection.

The WellAir Protect 900 contains a dual speed fan with two NanoStrike coils on each side. The contaminated air is brought in through the top and bottom of the device and contaminants in the air are rapidly and safely inactivated in sub seconds at the DNA level by the two NanoStrike coils. The technology has been proven to be effective with molecules as small as 1nm. Clean purified air is recycled back into the room. Providing continuous disinfection this unit is extremely quiet compared to other purification technologies. In addition to being the leader in lowest cost of ownership due to its ultra-low energy consumption, the Protect 90 has no installation cost just simply plug into a standard outlet and turn on, while customers enjoy the benefit of no ongoing maintenance or



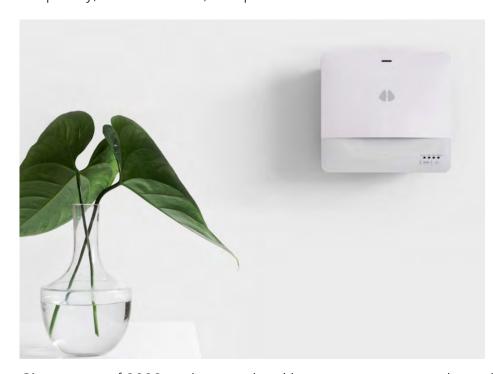


replacement parts. The Protect 900 having no functional degradation, has tested, and proved consistent out-of-box performance throughout its entire operating life.





This patented technology can be used around people of all ages including the most vulnerable due to its powerful yet gentle process. The team behind WellAir Protect 900 can stand firmly behind their technology as it has been tested and proven effective in over 71 independent studies. The Protect 900 has passed controlled and variable environments confirming the inactivation of all pathogens guaranteeing no future antimicrobial resistance. To learn more about the independent studies please visit WellAir Technology Independent Studies. Protecting indoor environments in over 60 countries, WellAir has established itself in a vast number of industries but having its foundation in the medical field safeguarding the most vulnerable environments while also addressing the commercial, educational, residential, hospitality, entertainment, and public sector.



The uHoo Aura is the best-in-class commercial environment monitor. The Aura is the most comprehensive environment monitor measuring 13 - 15 different environmental factors (Temperature, humidity, carbon dioxide, carbon monoxide, chemicals (vocs), PM 10, PM 4, PM 2.5, PM 1, Formaldehyde, air pressure, light, and sound). Being recently recognized as one of the Cities of the Future - Urban Innovation

Champions of 2022 we have realized how important it is to have the capability of monitoring your indoor air to prevent and reduce the risk of disease outbreaks such as COVID -19. With the uHoo Aura's real time data and building integration occupants can be empowered to make better decisions in creating a safer and healthier workplace. Uhoo has the only patented real time assessment of coronavirus risk using its Virus Index. The uHoo Virus Index utilizes Alpowered insights based on scientific research to provide real time risk assessments of the coronavirus surviving and becoming transmittable in the air. With this information you would know which specific actions to take to reduce your coronavirus risk.









Based on a comprehensive analysis of multiple air quality factors - temperature, relative humidity, particulate matter of varying sizes, nitrogen dioxide, and carbon dioxide. The Uhoo Virus Index calculates safety thresholds based on scientific research conducted by organizations including the World Health Organization (WHO), the Occupations Safety and Health Administration and other scientific publications conducted by various scientist and universities.



User friendly application

Access real time and historical data, analysis, alerts, tips and integrations anywhere, anytime.

Advanced analytics and proprietary uHoo IndicesTM provide valuable insights on trends and patterns, allowing owners to easily identify events that may have caused air quality issues in the past, allowing them to be avoided in the future; owners can make informed decisions to ensure health, safety, and well-being. The capability to share data is also beneficial for organizations seeking sustainability and green building certifications, as well as giving customers, employees, and building occupants with confidence and peace of mind.





B: WORK PLAN

1. Project Team Bios



Brad Chapman - President

As the President of Alliance Building Solutions, Inc., Mr. Chapman has complete responsibility for both Sales and Operations for the entire Energy Services and Indoor Air Quality Business. With nearly 20 years of experience in the Energy Services industry, Mr. Chapman leads California and provides the strategic direction for the Division including alliances and teaming agreements with strategic

partners. Mr. Chapman is intimately involved with legislative developments in Sacramento assuring best interest of public agencies are served at the state and regulatory level.

For the last 5 years, Mr. Chapman has served as executive in charge of more than \$120M in comprehensive energy conservation projects in California as well for being responsible for more Prop 39 CEC approved projects than any other in this space. Mr. Chapman is an expert in working side-by-side with the staff to create a plan custom to each agency's needs.

Starting as a Sales Executive with Bosch in 1992, he was promoted through the organization to Western Region General Manager for Bosch's Factory Automation Group. Mr. Chapman was hired by Climatec Building Technologies Group in 2008 to start the Energy Services Division. Mr. Chapman helped grow that group to a \$65mm division in his 6 years when Climatec sold to Bosch. Mr. Chapman is now the Co-Founder of Alliance Building Solutions, Inc., a leading provider of energy services performance contracting in California.







Robert Bloss - Sr. Project Manager

As the Senior Project Manager for Alliance, Robby is responsible for the overall direction, coordination, implementation, execution, control, and completion of the project, ensuring consistency with company strategy, commitments, and goals.

In addition, Mr. Bloss is the lead in planning and implementation of the project. He defines the project tasks and develops full scale project plans. He schedules project timelines with all subcontractors and provides quality assurance to the customer. Mr.

Bloss continuously monitors and reports on progress of the project to all parties. Mr. Bloss will continuously be onsite during project implementation, working hand-in-hand with facility staff and team members.

Graduating from Universal Technical Institute in 1989, Mr. Bloss has over 25 years of experience in the electrical and HVAC field.

Staring his career at Sears Roebuck in 1989 as a service tech and promoted to senior A/C tech in 6months he continued to be a senior tech until 1993.

Mr. Bloss then furthered his career with Burlington North and Santa Fe Railway (BNSF) as a pipeline operator and field tech in 1993-1997.

He was offered a job with OTIS Elevator Company that lead to Mr. Bloss eventually becoming a become a Supervisor for OTIS Elevator in the LA area where he over saw 11 techs for 8yrs before transferring over to the Anaheim Office to become the Operation Manager for the remaining of the 6yrs. Robby oversaw the labor and material for 24 techs and over 3,100 elevators and escalators. Mr. Bloss worked with OTIS for a total of 25yrs.

Mr. Bloss primary role for the project is to work closely with all team members and facility staff to ensure a smooth project implementation and a successful project completion.







Jerry Gallegos - Field Project Manager

As Project Manager of Alliance Electrical Systems Inc., Jerry Gallego is responsible for the overall management of the public electrical projects. Jerry collaborates closely with the general contractor and the customer project team to ensure the project is performed safely,

on time, and on budget. He is experienced managing multiple projects with budgets more than \$20 million.

Jerry is a project manager with over 10 years' experience as well as a journeyman electrician. His career's primary focus is on the energy service industry. A strong leader who builds his team with training and efficient implementation processes. Jerry worked with some of the largest energy service companies throughout California. Along with project management he is closely involved in the predevelopment process including site audits, planning, budgeting, and procurement of the most innovative energy savings technology available.

With a diverse hands-on experience in sports lighting, transformers, solar, electrical vehicle charging stations, indoor air purification systems, and LED lighting retrofits, Jerry is skilled at finding solutions to help our customer solve their electrical challenges.









Cody Renwick - Superintendent

As Superintendent of Alliance Electrical Systems Inc., Cody Renwick is responsible for the direct oversight and coordination of electrical crews as they perform the installation and implementation of energy saving measures ranging from lighting upgrades to transformers, controls and solar. He also collaborates closely with client project management teams to

coordinate day to day operations in the field. With over 10 years' experience in the Energy Service industry and being a state licensed Journeyman Electrician, he has also obtained certifications in HVAC, EPA, BPI, OSHA, EVITP, and various Equipment Operator Certifications.

After completing his electrical training at Ashworth College, Cody was employed by CRE in 2008, and applied his knowledge and training to become an integrated diagnostics electrician for industrial equipment serving the refinishing and aerospace industries. Following his promotion to department manager, Cody managed contracts and service agreements with industry leaders such as Raytheon, SpaceX, Northrup Grumman, and government agencies including the Border Patrol and City of San Diego. After growing CRE into San Diego's most renown service and repair contractor in Southern California, Cody transitioned into Energy Services in 2011 as a technician with Synergy Companies. Once promoted to Quality Production Manager, Cody was responsible for quality control, as well as training technicians on how to employ the latest lighting, electrical, and HVAC measures available to the industry. Today, Mr. Renwick operates as Superintendent for Alliance Electrical Systems, partnering with the leading energy services performance contractor in California as he continues to pursue the implementation of the most innovative energy savings technology available.









David Wilson - Sr. VP of Sales [WellAir]

David Wilson is the Senior Vice President and General Manager of WellAir. He brings 20 years of technology, medical device, and executive leadership experience. Throughout his career, David has focused on building products and solutions that solve every day healthcare

problems.

At WellAir, David is responsible for leading the company's education and municipality verticals focused on supporting partnerships for our industry-leading line of portable air disinfection devices. Prior to joining WellAir, David held multiple executive leadership positions at Sun-Med Holdings (formerly Salter Labs), a global medical device company focused on airway management devices. He joined the company in 2003 and was promoted to CEO in 2009. While at Sun-Med, David played an integral role in developing the industry's leading airway management and respiratory equipment product lines, bringing physician-developed technologies to the US and European markets.







Excell Chua - Director of Development [uHoo]

Excell Chua is the Global Sales Director of uHoo. One of her main duties is to develop and maintain strong business relationships with partners in global markets for uHoo's entire range of indoor air quality

solutions. Excell brings with her more than 20 years of solid sales & marketing track record gained from real estate, media, IT and Telco sectors in Southeast Asia.

Excell is directly in charge of overseeing the software and hardware development within all of uHoos production including overseeing dynamics within the installation and commissioning. For this project Execel has prepared a team of her experts that will be designated for the City to ensure a streamline and effective implementation.

Excell believes that companies should pay more attention to the health and well-being of their building occupants because people are productive when they are healthy and it all starts from seeing and understanding the air that they breathe.





2.

The installation of this project will be subcontracted out to Alliance Electrical Solutions (AES), who is under the Alliance Companies umbrella. AES is the electrical division within Alliance that will provide turnkey implementation services for this entire project. With over combined 40 years of expertise and experience self-performing all lighting and electrical work translates to additional savings for the Customer. AES holds its C-10 license.

The installation of the WellAir is very straightforward and with the expertise of AES it will have a very quick and streamlined process. The same representatives mentioned above in the previous section will be the main representatives managing the installation process including Jerry Gallego as the Field Manager and Robby Bloss as the Senior Project



Manager and Cody Renwick as the Superintendent (for credentials please see above section B1). AES will run the install operations for both the WellAir and uHoo devices. The Protect 900 is wall mountable and only requires two anchors to be fixed on the wall, the device is then mounted onto the anchors. The uHoo Aura installation is dependent on the Cities I.T. infrastructure. AES will work closely with staff to provide the city all the proper support for a streamlines and seamless implementation of the devices.

C: SCHEDULE

The City of Fontana will be introduced to the project management team early in the project development process. The involvement, communication, and coordination between the project management team and City staff plays a vital role in a successful project implementation. The lead project manager will be involved in the entire project development and engineering process, including all preliminary meetings and site walks. This early involvement enables the project manager to have a thorough understanding of the City's needs, scope specifications, timeline deadlines, staff preferences, and overall project implementation goals to ensure a very smooth and effective transition into project installation.





Once a scope is finalized and contracts have been executed, a project kick-off meeting will be held to begin the installation process. This will entail the following:

- Exchange of contact information kick-off meeting between city officials and ABS project management team
- Obtain site access information
 - o Keys
 - o Access Cars
 - o Operational Hours
- Gather additional site information
 - o Blueprints/Facility Layouts
 - o Fire-alarm Layouts
- Schedule final analysis site walks

Following kick-off meeting, ABS will schedule a final site walk with all subcontractors to confirm equipment/unit count specifications, equipment locations, and equipment details such as voltage, size, etc.

Project Implementation

The ABS implementation is approached in the outline below to guarantee a quality on time delivery with negligible disruptions to staff:

Program Plan

o Our team of experts will organize a master program that is coauthored with City staff that will put forth the best program at the most competitive costs with quick, quality, on time delivery.

Program Direction

o ABS will meet with City staff and outline essential roles, safety prerequisites, Code of Conduct principles, scope requirements, site access procedures, communication process' and final schedules.

Program Implementation

o The ABS will work thoroughly with the implementation team to guarantee a smooth delivery. The execution is extremely important to ABS so we are dedicating Robby Bloss (principal) as the lead Project Manager who will be on site weekly and function as the Cities single point of contact.







Pre-Commissioning

o This will begin during the implementation as the measures are being installed. Start-up documentation is used as well as manual visual inspection to ensure proper operation. All manufacture guidelines are followed for calibration and tuning and will be verified.

Final Commissioning

o All unit performances will be verified monitored and recorded.

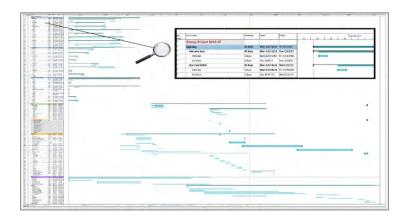
Project Scheduling

The City of Fontana will be provided with an installation schedule, also referred to as a Gantt Chart. This is the equipment installation breakout that will outline when each measure will be installed and at what sites. Here all installation deadlines and timelines will be provided. Any requested milestones or target completion dates from City staff will be incorporated in our implementation schedule. ABS will heavily coordinate with staff to fully understand and facility staffing schedules, facility hours of operation, holidays and other calendar items, along with any other simultaneous projects in order to create the most effective and efficient installation timeline.

Sample Schedule of Values

A	6	c	D	E		G		н	10	
			WORK CON	PLETED						
NO.	DESCRIPTION OF WORK	SCHEDULED	PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
	5095	5107,888.00	5107,888.00	50.00	20,00	5107,888.00	100%	50.00	5 5,394 %	
	Engineering	\$134,461.00	\$121,014,90	\$6,723.05	50.00	5127,737.95	95%	\$6,723.05	5 6,385.9	
	Modelication	5134,461.00	5100,845.75 F	526,892.20	50.00	5127,737.85	95%	\$6,723.05	5 6,386.50	
	Animal Services									
	Lighting	\$45,045.00	\$45,045,00	50.00	50.00	545,045.00	100%	\$0.00	5 2.252.25	
	IIVAC Controls	528,428,00	51,421,40	50.00	50.00	\$1,421.40	5%	\$27,000,60	5 71.00	
	Carnegie Culture Center		46.74			0.00			-	
	Lighting	519,435.00	\$19,435.00	50.00	\$0.00	519.435.00	100%	50.00	5 9/1/9	
	IIVAC Controls	514,022.00	57,103.30	511,918.70	50.00	\$14,022.00	100%	50.00	5. 701.10	
	HVAC	\$88,292.00	\$52,975.20 *	585,816-80	50.00	588,797.00	100%	50.00	5 4,414.66	
	City Hall									
	Lighting	\$35,769.00	\$35,769.00	50.00	50.00	\$35,769.00	100%	50.00	5 1,788.45	
	HVAC Centrals	5100,816.00	\$20,368.20	50.00	50.00	520,163.20	20%	\$80,652.80	5 1,006 16	
	HVAC	\$219,962.00	\$219,962.00	50.00	\$0.00	5219,962.00	100%	50.00	5 20,998.10	
	City Yard (Public Works)	545,916.00	\$45,916,00 7	50.00	50.00	\$45,916.00	100%	50.00	5. 2,295.80	
	HVAC Lantrals	\$14,022.00	\$14,022.00	50.00	\$0.00	514.022.00	100%	50.00	5 /01.10	
	Gibson Senior Center	\$120,056.00	\$120,056.00	50.00	50.00	5120,056.00	100%	50.00	5 6,007.80	
	Lighting	530.811.00	930,811,00	50.00	\$0.00	530.811.00	100%	50.00	\$ 1,540.35	
	IIVAC Centrois	524,333,00	524,333,00 F	50.00	50.00	524,333.00	100%	50.00	5 1,216.5	
	HVAC	\$228,681.00	5228,631.00 F	50.00	50.00	5228,631.00	100%	50.00	5 .11,431.50	
	Historic Fire Station	- Account Com-	247-99-22-04	2000	-	Action		20.00	2.3901-130	
	lighting	\$11,825.00	\$11,825,00	50.00	50.00	\$11,825.00	100%	50.00	5 591.25	
	HVAC Centrols	\$317.458.00	S822.90 F	50.00	50.00	5872.90	5%	\$16,585.10	5 436	
	Landecena Family Community Center	-				-		100000		
	lighting	\$15,654.00	\$15,654.00	50.00	50.00	515,656,00	100%	50.00	5 782.70	
-	HVAC Controls	519,179.00	5958.95 F	59.00	50.00	\$958.95	5%	\$18,220.05	5. 47.93	
	Police Department									
	lightleng	\$75,725,00	575,725,00	50.00	50.00	\$25,725,00	100%	50.00	5. 3,786.25	
	HVAC Controls	\$251,124.00	\$37,668.60	\$100,449.60	50.00	5138,118.30	55%	\$113,000.80	\$ 0,905.91	
	HVAC	\$361,629.00	\$253,140,30	554.244.35	\$0.00	5307,384,66	85%	\$54,244,35	5 15,369.2	
	Public Library									
	Lightiles	\$95,428.00	598,428.00	50.00	50.00	595,428.00	100%	50.00	5 4,671.46	
	HVAC Lontrols	\$131,977.00	\$26,395.40	50.00	\$0.00	526,395.40	20%	\$105,581.60	\$ 1,3197	
	Recreation & Community Services		-		-				-	
	Lighting	\$28,790.00	\$17,274.00 F	5000	50.00	\$17,274.00	60%	\$11,516.00	5 863 70	
	HVAC Controls	\$18,695.00	5934.75	\$17,750.25	\$0.00	548,695,00	100%	-50.00	5 934.75	
	HVAC	597,859.00	59,785.90	\$4,891.95	50.00	514,678.85	15%	\$83,180.15	5 733.94	
	City Wide		200	4000			7			
	EM_5YR	\$281,403.00	\$0.00	50.00	\$0.00	\$0.00	US	\$281,403.00	\$ -	
	SUB YOYA	5 2,797,094.00	5 1 734 054 55	258 197.90		5 1.997.257.45	71%	S 804 R41.55	5 99,612,63	

Sample Implementation Schedule







Following the commencement of project installation, the project management team will hold update meetings. These update meetings can be held in time increments in accordance with the City's discretion. These update meetings will involve short and long-term deadline progress reports, addressing any issues that arise since the previous meeting, clarification on any equipment installation specifications, and to give general project feedback. The project manager will be continuously on site throughout project installation with extensive oversight throughout all operations sitewide. In addition to a Gannt Chart, a schedule of values will be provided. The schedule of values will provide the City with a full breakdown of all project billings and invoices that will be submitted throughout the progression of project completion, correlating with the installation schedule. The schedule will entail the billing dollar amounts, projected dates that billings will be received, along with detailed descriptions of how many items are included in each submission.

Our internal account management, engineering, and project management teams are constantly reviewing and coordinating through every process from start to finish, assuring smooth transitions between stated project milestones.







D: REFERENCE

City of Fresno

- □ Name of Organization
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- Name of Contact
 - o Ann Kloose
- Telephone
 - o 559.621.2489
- **□** Email
 - o Ann.kloose@fesno.gov



Stockton Unified School District



- Name of Organization
 - o Stockton Unified School District
- Mailing Address
 - o 56 South Lincoln Street, Stockton CA 92503
- Name of Contact
 - o Anthony Silva
- Telephone
 - o 209.933.7000







City of El Monte

- □ Name of Organization
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- Mailing Address
 - o 11333 Valley Boulevard, El Monte CA 91731
- Name of Contact
 - o Jessica Ancona
- Telephone
 - o 626.453.3612
- **□** Email
 - o jancona@elmonteca.gov









E: PRICING AMOUNT

Item	Brand	Model	Quantity	Cost
1.	WellAir	Protect 900	325	\$659,750
2.	WellAir	Protect 200	325	\$316,875
3.	WellAir	Desk Stand	200	\$59,600
4.	иНоо	Aura	650	\$776,750
5.	Installation WellAir	Protect 900	125	\$18,750
6.	Installation Aura	Aura	650	Price dependent on customers IT equipment/ requirements

*Sales tax already included in pricing

*Pricing is valid for 60 days





Appendices – Product Specification Sheets and Technology Information

The following pages entail product specifications on all related projects called for in this solicitation





Protect 900

The WellAir Protect 900 is a medical-grade, airborne infection control device that inactivates aerosolized viruses, bacteria, mold spores and pollen within the breathing zone. Easy to use, flexible in positioning, and quiet in operation, the portable device provides the safest and most cost-effective airborne pathogen protection in a continuous manner to people in small-to-medium sized rooms or within the occupied spaces of larger rooms. The device uses two NanoStrike™ coils with a dual-speed fan. It can be deployed using one of our specially designed stands.







MODEL

WellAir Protect 900 Wall mountable, countertop or stand-alone unit supplied with 6.6 ft power cord

ELECTRICAL RATING

Single Phase, 100 - 120 VAC, 60 Hz Fuse Rated at 120 VAC, 3 Amps, Listed

POWER CONSUMPTION

Maximum 14W

CONSTRUCTION + COLOR

Precision-cut fabricated metal casing in a silver anti-bacterial powder coat finish

DIMENSIONS + WEIGHT

14.4" (h) × 14.4" (w) × 4.5" (d) (36.6 × 36.6 × 11.4 cm) Approx. 10.4 lbs (4.7 kg)

ELECTRICAL CONNECTION

Switched and fused with a grounded, molded power cord

FAN AIR FLOW VOLUME

Speed I = 129 CFM Speed II = 153 CFM

NOISE LEVEL

Speed I = 40 dBSpeed II = 45 dB

OPERATING CONDITIONS

50 – 95 °F (10 – 35 °C) 10-75% Relative Humidity

SHIPPING / STORAGE CONDITIONS

41 – 122 °F (5 – 50 °C) Maximum 95% Relative Humidity

QUALITY & SAFETY

Manufactured under ISO 9001, ISO 14001 & OHSAS 18001

UL867 - Safety for Electrostatic Air Cleaners cUL IEC 60601-1 IEC 60601-1-2



WA-POR-US-SP-002-Protect-900 © 2021 WellAir



The Wellair 900 Difference



Leveraging Patented NanoStrike Technology proven to inactivate pathogens at the DNA level



Over 70+ 3rd party studies showing efficacy in destroying pathogens in sub seconds



No filter change outs, internal components replacements, or ongoing maintenance needed. Zero cost of ownership



10year useful Life / 3 year warranty



No functional degradation over time



Technology backed by manufacturer medical advisory board



14w low energy consumption



Wall mount / table stand / portable stand



Under 40dB of sound output



CARB certified







Protect 900

PRIMARY SOURCE OF DISINFECTION

Specifications

14 watts / 3 AMPS

10lbs in weight

Under 40 dB of sound projection

10 year useful life No filters or internal replacement parts No functional degradation

Efficacy validated through 70+ independent 3rd party studies

Power Source: Wall Plug In

Lowest cost of ownership vs others

Leveraging patented NanoStrike Technology

Stand Options

Desk Stand / Portable Stand / Wall Mount







How it Works

01.

Contaminated indoor air is pulled into the unit by an internal dual-speed fan.

02.

Two NanoStrike™ coils provide a powerful strike, made up of multiple concurrent inactivation processes, that work to rapidly inactivate airborne pathogens.

03.

Clean purified air is recycled back into the room.







Virus

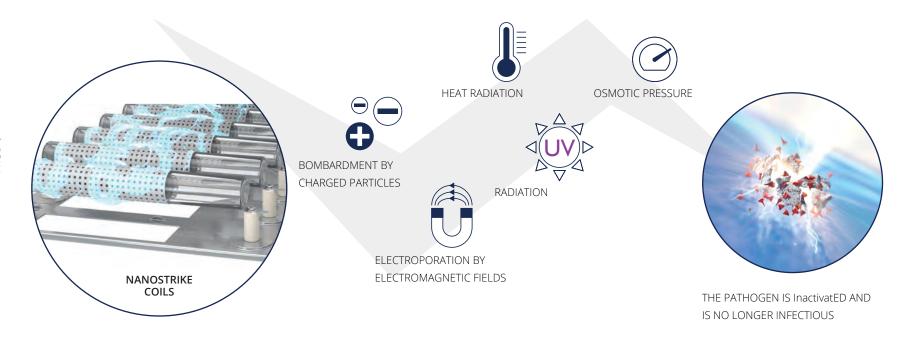
Bacteria

Mold

Dander



Patented NanoStrike Technology



Coils release a plasma based electric discharge hundreds of times a second, inactivating pathogens from a DNA level

NanoStrike Technology Vs. Others

Filters PCO NanoStrike ESP Ionization Chemical Heat UVGI

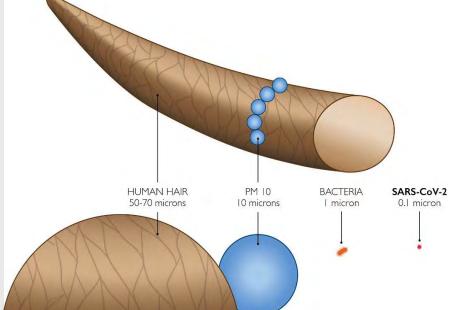
Dynamic Overview

NanoStrike proven technology is effective at inactivating molecules <.0001 micron in diameter

100 Million

CORONAVIRUS PARTICLES CAN

FIT ON THE HEAD OF A PIN



NanoStrike Disinfection Testing

"The WellAir technology rapidly inactivates the DNA in pathogens. Concrete evidence of the effect on airborne bacteria; strong chemical and structural changes are observed."

Dr. Ram Prasad Gandhiraman, Research Scientist, NASA





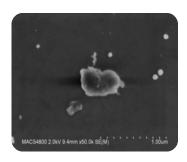












WellAir after 0.002 Seconds



Influenza A 99.9%



SARS-COV-2 99.99%



Staphylococcus epidermidis 99.87%



Mycobacterium Smegmatis 99.7%



Aspergillus Niger (Mold) 98.85%



Human parainfluenza virus 99.87%



Clostridium difficil 99.9%



MRSA (Methicillin-Resistant Staphylococcus Aureus) 99.99%

Clinical Studies & Testing / Certifications

Medical Device / Equipment Standards	IEC 60601	∵ĖŲ-MDR ✓	IEC 60	601-1-2:2014 4TH EDITION	
Air Purification Device Standards	(II)	CALIFORNIA AIR RESOURCES BOARD	EN/IEC 61010		
Regional Requirements		NOM	RoHS	China	
Quality and Manufacturing Standards	SOO)	14001	CHSAS (PARTIE)		4

Lab Studies

31

Clinical Trials

11

Clinical Case Studies

27

Case Studies

Reduction in Bacteria counts by

82%

Reduction in airborne bacteria CFUs in occupied spaces from (4) separate studies Reduction in surface bacterial counts by

68%

Single study conducted on surface level bacteria counts

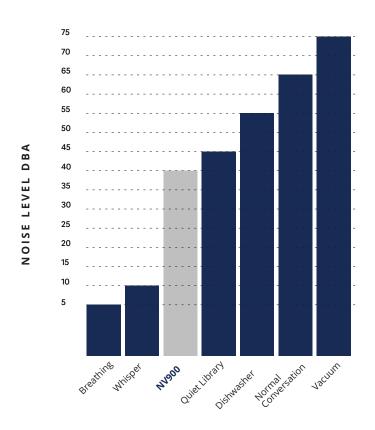
Reduction in Spore counts by

94%

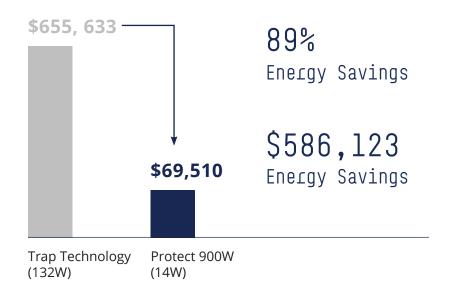
Air tests in (4) occupied admin school rooms showed similar results

Sound Output / Energy Savings

PROTECT 900 SOUND OUTPUT



ENERGY SAVINGS COMPARISON

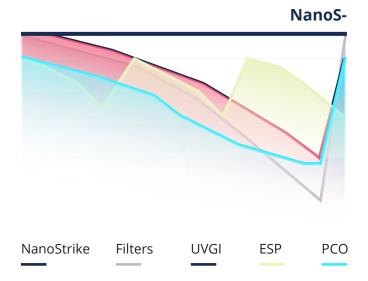


*Energy Savings @ National Average of \$0.0809/kWh

*Comparison of Protect 900 vs 132

Degradation Factor / Cost of Ownership

PERFORMANCE OVER 12 MONTH



Other technologies like Filters, ESP, PCO and UVGI have performance degradation over time requiring parts to be replaced or cleaned to achieve "as new" performance levels again.

HIGHEST LEVEL OF
DISINFECTION WITH THE
LOWEST COST OF OWNERSHIP

No installation or set-up cost

No costs of ongoing filter, bulb or catalyst replacement

No servicing or replacement of internal parts

Trusted by a Wide Range of Industries

"The WellAir Protect 900 portable air infection prevention device provides vital peace of mind. The medical grade NanoStrike technology it uses helps to safely clean the air by reducing contaminants and viruses 24 hours a day. The decision was obvious once we reviewed the NanoStrike testing and scientific data, specifically its effectiveness on the SARS CoV 2 virus."

Ken Mueller

Director of Operations

School District (40,000 students)

5 million sq. Ft.

MAYO CLINIC Karolinska Institutet MERCYHEALTH Cleveland Clinic





Medical & Scientific Expertise Behind Wellair

TODD M. POPE

CEO

TIME Magazine's 50 Most Influential People in Healthcare

FELIPE SOBERON

PhD, CTO

Research Fellow, Dublin City University

BRAD NIEMAN

EVP, Healthcare

Healthcare Executive with over 20+ years expertise

NICK MEDENDORP

PhD

Deep expertise in electronic materials and LED technology with 115 patents

KIERAN HANNON

Chief Marketing Officer

Forbes Top 50 Most Influential Global CMOs

MARK SCHMIDT

EVP Sales, Commercial & Consumer

Broad IoT expertise w/ industry pioneers

Investors

polarispartners

F/PRIME CAPITAL PARTNERS Oyster
Technology
Investments



STEVEN BRYDON

VP, Operations

Global Operations & Supply Chain Expert

STEVE GRENON

CTO/NuvaWave

63 patents and commercialized more than 20 successful medical devices







Village at Manor Park
Senior Care Implements
Air Disinfection Technology

CASE STUDY
Village at Manor Park
West Allis, WI

OVERVIEW

Village at Manor Park, a 130-bed continuing care retirement community, implemented Novaerus portable NV900 units in all patient rooms, hallways, and dining rooms beginning April/May 2015. The community consists of three wings on the first floor: Park View wing, Sunny View wing, and Terrace View wing. This study compares the total number of nosocomial respiratory infections before and after implementation of the Novaerus units.

A 23-month review was conducted to evaluate the results.

METHODOLOGY

A Nurse Risk Manager Consultant with RB Health Partners, Inc. visited the facility for two days to abstract information and review the data. The periods selected for aggregate pre- and post-review were July 2014 through March 2015 and July 2015 through March 2016. Comparison of like periods reduces the risk of skewed data related to seasonal variances.



CASE STUDY Village at Manor Park

RESULTS

In the period after implementation of the NV900 units, the total number of nosocomial respiratory infections at Village at Manor Park decreased from 68 to 14, a 79.41% reduction.

The total number of nosocomial respiratory infections in the Park View wing decreased from 16 to 5, a 68.75% reduction.

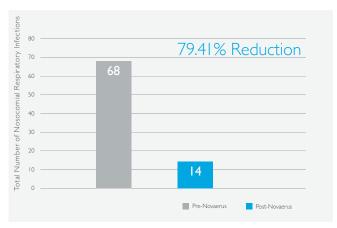
an 84.38% reduction.

The total number of nosocomial respiratory infections in the Terrace View wing decreased from 20 to 4, an

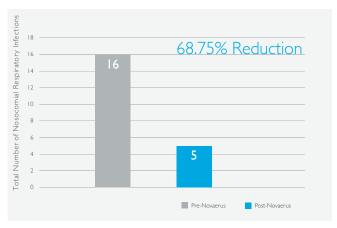
The total number of nosocomial respiratory infections

in the Sunny View wing decreased from 32 to 5,

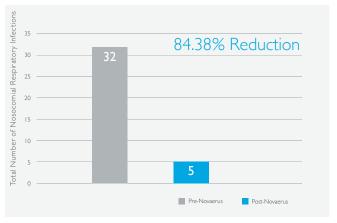
80.00% reduction.



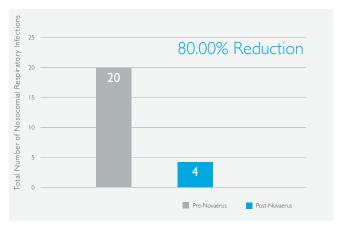
Total nosocomial respiratory infections.



Nosocomial respiratory infections in the Park View wing.



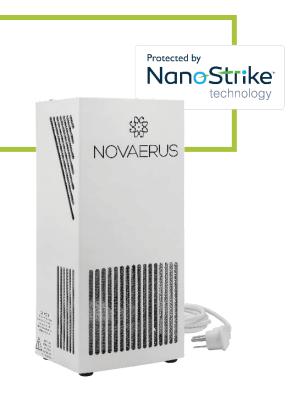
Nosocomial respiratory infections in the Sunny View wing.



Nosocomial respiratory infections in the Terrace View wing.







MODEL

Protect 200 (NV200)

Wall mountable or countertop unit, 1-NanoStrike coil, supplied with 1.6m power cord (minimum length).

CONSTRUCTION+ COLOUR

Precision-cut fabricated metal casing in a white anti-bacterial powder coat finish

DIMENSIONS

283 mm (h) x 132 mm (w) x 108 mm (d) 11.1" (h) x 5.2" (w) x 4.3" (d)

WEIGHT

3.4kg | 7.5lbs

OPERATING CONDITIONS

10-35°C I 50-95°F, 10-75% Relative Humidity

SHIPPING/STORAGE CONDITIONS

5-50°C I 41-122°F, Maximum 95% Relative Humidity

Protect 200

(NV200) Specifications

ELECTRICAL RATING

Single Phase, 100-130 VAC 1220-240 VAC, 50-60 Hz Fuse Rated at 250 VAC, 3 Amps, Listed

POWER CONSUMPTION RANGE' 100-130 V AC model:

12.9W - 21.8W

ELECTRICAL CONNECTION

Switched and fused with a grounded, moulded power cord

FAN AIR FLOW VOLUME

80 m3/hr 147 CFM

NOISE LEVEL

35dB

QUALITY STANDARDS

Manufactured under ISO 9001, ISO 14001 & OHSAS 45001

GLOBAL CERTIFICATIONS

IEC 60601-1

IEC60601-1-2

IEC 60335-1

IEC 60335-2-65

Conforms to Low Voltage Directive (LVD)

2014/35/EU

CF

UL867

FCC

CSA C22.2 NO. 187:20 CARB

FCC

China Disinfection WS/T 648 KCC

JQAS-Mark





USM - Unité de Sécurité Microbiologique

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Tél: 03 20 87 72 63 **Fax**: 03 59 31 74 76

Site web: http://usm.pasteur-lille.fr

<u>USM/R3-ENR-21 V2</u>

Test report

Lille, 13th November, 2017

Mrs Camille Sandevoir Azelies

Test report N. 170187 Copy 1

DEVICE: Novaerus Airborne Infection Control Unit Model NV200

Serial number: PA1W2301203502/1700056 Device received on 26th October, 2017

Tests conducted from 9th November, 2017 to 13th November, 2017

TEST: Validation of the efficiency of an air purifier for removal of Influenza virus H1N1

These results concern only the tested device.

This report has 5 pages

Anthony Pinon Assistant manager

Institut Pasteur de Lille

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USM/R3-ENR-21 V2

Test report

I- Context

NOVAERUS developed an air purifier inactivating particles from air thanks to a plasma field. Biological air contaminants include viruses such as Influenza virus H1N1. This virus is responsible for flu in infected persons. It is transmitted via inhalation of contaminated droplets emitted by sick people through sneezing or coughing.

The aim of the test is to evaluate the ability of the air purifier to remove H1N1 virus from the air. In an air tight environment, contaminated droplets containing the virus will be aerosolized. The air purifier will then be started to 'cleanse' the air. After a determined operation time, air will be sampled and analysed for quantitation of the remaining virus population.

Efficiency of the purifier will be evaluated based on the log reduction of the viral count in air.

II- Materials and methods

1. Strains and media

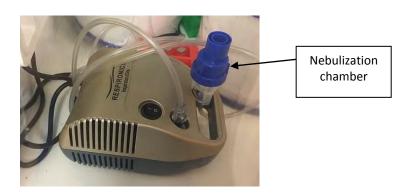
The study was conducted on Influenza virus H1N1 A/PR/8/34 (ATCC 1469). The virus was produced and titrated on cell line MDCK (ATCC CCL-34). Cells were grown in Minimal Essential Medium (MEM) supplemented with 10% Fetal Calf Serum.

Viral titres were determined using the Spearman-Kärber method, as recommended by European Standard NF EN 14476+A1 (October 2015), and expressed in 50% Tissue culture Infective Dose ($TCID_{50}$).

Liquid medium used for nebulization was Phosphate Buffer Saline (PBS). Air samples were collected in PBS + 0.005% Tween 20.

2. Material

A medical nebuliser (Respironics, Philips) was used to generate aerosols. This device is used for administration of inhalable medicine, thus ensuring that the generated droplets are in the inhalable fraction representative of particles at risk. A nebulization chamber is connected to the system.



Institut Pasteur de Lille Vivre mieux, alus longtemps

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USM/R3-ENR-21 V2

Test report

Air sampling was performed using the Coriolis μ (Bertin Technologies), which collects samples by impinging in a cyclone formed by the collecting fluid in a conic flask. Sampling is performed at 300 litres/minute.

The air purifier operates at an air flow of 50 m³/hour.

Experiments were performed inside a biological safety cabinet, safety level 3. The inner volume was 537 litres (or 0.537 m³). Air renewal was switched off during the tests, to prevent aerosols from getting trapped in the cabinet filters.

3. Experimental design

Only two conditions were tested: purifier switched off during the test, or purifier switched on. Each was conducted 3 times, amounting to $3 \times 2 = 6$ tests.

Running time has been defined according to the air flow voloume of the purifier and the inner volume of the cabinet. The air flow is 50,000 L/hr, corresponding to 13.9 L/sec. Given the volume of 537 L of the safety cabinet, a running time of 39 seconds corresponds to a single passage of the air inside the cabinet through the purifier. 5 seconds were added to account for the activation time of the plasma. The final operation time of the purifier was then 44 seconds.

4. Experimental setup

A highly concentrated suspension of H1N1 virus was prepared for each experimental series. 1 mL of the virus suspension was mixed with 7 mL PBS and placed inside the nebulization chamber. 100 μ L were removed for viral enumeration before the start of the experiment.

Collection flasks were filled with 15 mL of PBS + Tween 20.

For each experiment, the nebulizer was switched on for 5 minutes. Then, simultaneously, the nebulizer was switched off and the purifier was either switched on or left off. After a defined time, the purifier was switched off (or left off) and, simultaneously, the air sampler was switched on for 5 minutes. At the end of the sampling time, the collection flask was removed and closed.



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USM/R3-ENR-21 V2

Test report

Three successive tests were conducted in the same conditions (either purifier on or purifier off), using the same nebulizing solution, but with a different collection flask each time. At the end of these 3 tests, the nebulization chamber was removed; the remaining volume was measured and the viral population was enumerated again. Collection flasks were analysed after a concentration step, allowing to lowering the detection limit of the collected viral load.

At the end of an experimental day, the safety cabinet was decontaminated by nebulizing a disinfectant (peracetic acid + hydrogen peroxide). The cabinet was aerated before new tests were performed.

5. Data analysis

The following values are measured during the test:

-	Viral concentration in nebulizing solution	Cn	(in TCID ₅₀ /mL)
-	Initial volume of nebulizing solution	Vni	(in mL)
-	Final volume of nebulizing solution	Vnf	(in mL)
-	Viral concentration in concentrated collection solution	Cc	(in TCID ₅₀ /mL)
_	Volume of concentrated collection solution	Vc	(in mL)

The former values are used to calculate the following values:

-	Nebulized volume	Vn = Vni – Vnf	(in mL)
-	Nebulized quantity of virus	Qn = Cn x Vn	(in TCID ₅₀)
-	Collected quantity of virus	Qc = Cc x Vc	(in TCID ₅₀)
_	Viral reduction during the experiment	R = Log(Qn) - Log(Qc)	(in Log(TCID ₅₀))

Finally, the impact of the purifier is evaluated by comparing values of R with the purifier on (R_{on}) to values obtained with the purifier off (R_{off}) , for identical running times. The log reduction observed in experiments with the purifier switched on is supposed to be caused by several sources:

- Impact of the purifier,
- Impact of the experimental conditions (nebulization stress, impact on surfaces, sedimentation...).

It is assumed that the second source of viral loss is identical whether the purifier is switched on or off. Therefore, it is estimated by experiments where the purifier is switched off (R_{off}).

The value of interest, defined as the removal ability of the purifier alone R_P, is eventually evaluated as

$$R_P = R_{on} - R_{off}$$



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Site web: http://usm.pasteur-lille.fr

<u>USM/R3-ENR-21 V2</u>

Test report

III- Results

Results are presented below.

Purifier	Nebulized quantity Qn (TCID ₅₀)	Collected quantity Qc (TCID ₅₀)	Viral reduction R	Average R	Log reduction caused by purifier R _P	% removal caused by purifier
Off 7.3×10		4.2×10 ⁴	3.2			
	7.3×10 ⁷	5.6×10 ³	4.1	3.9		
		4.2×10 ³	4.2			
On	7.0×10 ⁷	7.5×10 ³	4.0	4.2		
		3.2×10 ³	4.3		0.3	51.8%
		4.2×10 ³	4.2			

Log reductions caused by the purifier (R_P values in Table) are estimated by subtracting the log reduction of virus observed in the experiments conducted with the purifier switched off from the log reduction of virus observed in the experiments conducted with the purifier switched on, for the same running time.

IV- Conclusion

The Novaerus Airborne Infection Control Unit Model NV200 was able to remove **51.8% of Influenza H1N1 virus from air after 1 passage** through the purifier.

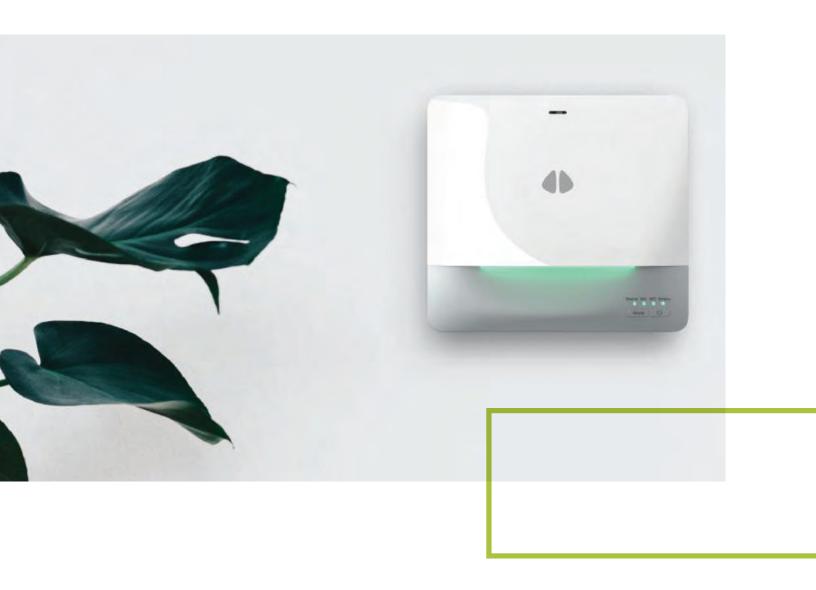
End of test report





Technical Specifications

Wall-mounted or Table Top Environmental Air Quality Monitor



uHoo Aura

The Most Comprehensive Environmental Quality Monitor

Temperature, Relative Humidity, TVOC, Particulate Matter (PM₁, PM₂₋₅,PM₄,PM₁₀,), Carbon Dioxide (COO), Formaldehyde, Carbon Monoxide (CO), Air Pressure, Light, Sound





GENERAL		DESIGN	
	Wall-mounted	Dimensions (W x L x D):	200mm x 180mm x 57mm or 7.8in x 7.1in x 2.2in
	10°C to 50°C 14°F to 122°F	Weight:	765g or 1.7lbs
Operating Humidity: 5	5% to 95%, Non-condensing	Material:	ABS Plastic
Built-in Fan: Yes OTA Firmware Update: Yes		Mechanical Protection:	IP43 Ratings with Dust-filtering Mesh
		Light Indicators:	Air Quality, SIM, Ethernet, Wi-Fi, Battery (Software-controllable)
1	5V/2A USB Adapter (region-specific), 1.5m USB Cable, Mounting Tape, Tapping Screws, Wall Plugs, Air Health and Virus Index Sticker	Screen Display:	No
DATA		POWER	
Log Interval:	Once per Minute	Main Power Source:	5V/2A USB Adapter
·	Every 15-minute Interval up to 48 hours on Local Flash Memory Permanant on Cloud	Backup Power Source:	3250mAh @ 3.6V Lithium-ion Battery
	Minute, Hourly Average, Daily Min/Max/Average + Analytics	Power Consumption:	900 mW (Normal Operation) and 1.1 W (Data Transmission)
APIs: Y	Yes		
USER INTERFACE		CERTIFICATIONS	
uHoo Account:	Contact business@getuhoo.com for Account Registration	Radio:	FCC, IC, CE, TELEC, NTC
	Support All Major Browsers	Safety:	FCC, IC, CE, PSE
	uHoo Business	Battery:	UN38.3, UL 62368, CB (IEC 62133-2017), PSE
Minimum OS id	iOS 11 (64-bit Devices) or Android 4.3 and Versions Above	Environmental:	RoHS, REACH, WEEE, Free of SCCP and HBCDD Contents
Requirement: 4	4.3 and Versions Above		and HBCDD Contents

CONNECTIVITY

1. Nb-IoT

Choose your connectivity protocol from the following options*

Description: LTE Cat M1 / NB1 and EGPRS

Module

LTE Bands:

Multi-regional. 1/2/3/4/5/8/12/23/18/19/20/25/26

SIM Card:

Micro-SIM Supporting M1/NB1 Network Access. Contact your Local Telecommunication Service

Provider for More Details.

2. Wi-Fi (Setup using mobile app)

802.11 a/b/g/n @ 2.4GHz and 5GHz (20MHz Channels Only) Standard:

Security: Open, WEP, WPA/WPA2-Personal

^{*}There is only one connectivity protocol used by each device. Be sure to select your preferred option when ordering to ensure it is compatible with your setup.





SENSOR SPECIFICATIONS

SENSORS	RANGE	RESOLUTION	ACCURACY
Temperature	-40 to 85°C	0.1°C	± 0.5°C
Relative Humidity	0 to 100%	0.1%	± 3%
Air Pressure	300 to 1,100 mBAR	0.1 mBar	± 1 mBar
Light	0 to 40,000 lux	1 lux	± 20 lux or ± 5% of actual value
Sound	30 to 120 dB	+/- 1db	Sensitivity: -26 dBFS SNR: 64 dB : 122.5 dB SPL
PM ₁	0 - 1000 μg/m³	1 μg/m³	± 10 μg/m3 (0 to 100 μg/m3) ± 10% (100 to 1000 μg/m3)
PMQ-ở	0 - 1000 μg/m³	1 μg/m³	± 10 μg/m3 (0 to 100 μg/m3) ± 10% (100 to 1000 μg/m3)
PMѼ	0 - 1000 μg/m³	1 μg/m³	± 25 μg/m3 (0 to 100 μg/m3) ± 25% (100 to 1000 μg/m3)
PMoyOy	0 - 1000 μg/m³	1 μg/m³	± 25 μg/m3 (0 to 100 μg/m3) ± 25% (100 to 1000 μg/m3)
TVOC	0 to 60,000 ppb	1 ppb	± 15 %
Carbon Dioxide	400 to 10,000 ppm	1 ppm	± 30 ppm plus 3% of actual value
Carbon Monoxide	0 to 1,000 ppm	0.1 ppm	± 2 ppm
Formaldehyde	0 to 2,000 ppb	1 ppb	± 30 ppb (0 to 300 ppb) ± 10% (300 to 2000 ppb)

CONNECTIVITY

uHoo Aura Base Device Measures the Following:

Temperature, Relative Humidity, Air Pressure, Light, Sound, PM₁, PM₂⁻₅, PM₄, PM₁₀, TVOC, Carbon Monoxide (CO), Carbon Dioxide (COO), Formaldehyde (HCHO) and Virus Index™

Module A:

In addition to the 13 sensors of the uHoo Aura Base device, you can customize it to measure more parameters by choosing one of the options below:

a. Nitrogen Dioxide (NO₂), and Ozone (O₃)

b. Nitrogen Oxide (NO) c. Sulfur Dioxide (SO₂) d. Hydrogen Suilfide (H₂S)

e. Ammonia (NH₃) f. Oxygen (O₂)

Module B: Temperature, Relative Humidity, Carbon Dioxide (CO₂), TVOC, Air Pressure

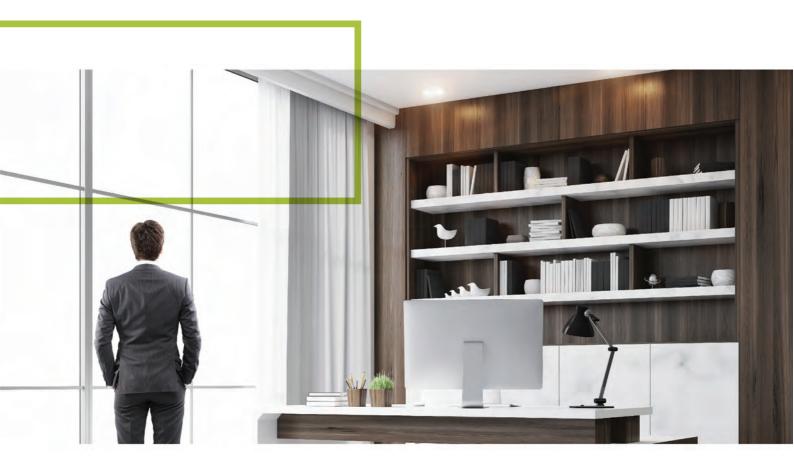
Module C: PM₁, PM₂₋₅, PM₄, PM₁₀





Take control. Ensure safety. Improve productivity.

Poor indoor air lowers employee health and productivity.



Studies have shown that poor indoor air quality reduces employee productivity, increases absences and increases health care costs. Moreover, poor indoor air quality increases the risk of coronavirus surviving and getting transmitted in the air.

uHoo helps you take control of these situations and stay on top of safety. By having the proper tools to address air quality, you can make better decisions to enhance the health and well-being of your employees.





Take control with uHoo Business

uHoo Business, together with uHoo Aura, monitors and manages the air you breathe.

1. Provide hope

By detecting the risk of the coronavirus so that appropriate action can be taken to reduce risk, improve the environment, and create peace of mind.

2. Reduce risk

By providing a real-time assessment of coronavirus and air quality risk so you can immediately take action to reduce any risk.

3. Enhance wellness

By monitoring air quality to help create a healthy, safe, and comfortable environment.

4. Reduce anxiety

By being transparent to your employees through the sharing of relevant air quality and coronavirus risk data.

5. Simplify management

By providing a consolidated view of all your offices on one dashboard so that you can easily identify and address any air quality issues.

6. Integrate

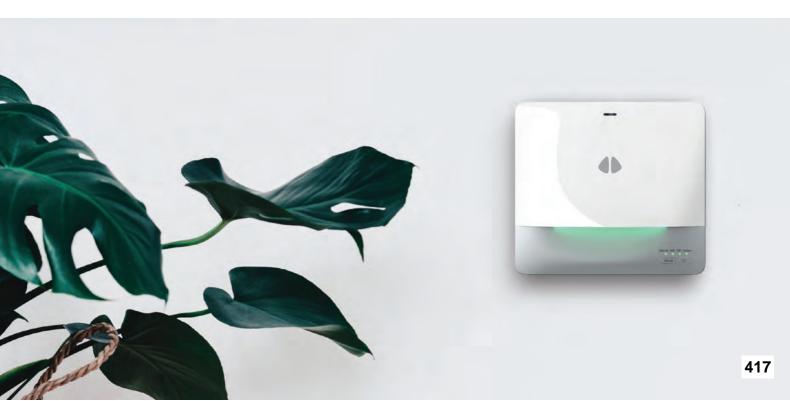
By connecting uHoo Business with your building's HVAC systems to automatically control and manage your heating, cooling, ventilation, and fresh air.

7. Reduce cost

By identifying and addressing air quality issues immediately to reduce employee complaints, increase productivity, and prevent wear and tear of your equipment.

8. Be informed

By having real-time access to all your air quality data, tips on how to improve your building spaces, and case studies on how other customers have benefited.







Make your workspace safe with uHoo Business

Know what you're breathing through the 13 parameters* that uHoo Aura measures.

- Temperature
- Relative Humidity
- Carbon Dioxide (CO₂)
- Chemicals (VOCs)
- S Carbon Monoxide (co)
- PM10 Dust Particles (PM10)
- PM4 Dust Particles (PM4)

- M₂₅ Dust Particles (PM_{2.5})
- PM₁ Dust Particles (PM₁)
- Formaldehyde
- Air Pressure
- ♀ Light (Lux)
- اان Sound

*Option to upgrade to measure up to 15 parameters that include nitrogen dioxide, ozone, sulfur dioxide, oxygen, hydrogen sulfide and ammonia







Safeguard your environment against the coronavirus with the uHoo Virus Index™

The uHoo Virus Index™ utilizes Al-powered insights based on scientific research to provide a real-time risk assessment of the coronavirus surviving and becoming transmittable in the air. With this information, you would know which specific actions to take to reduce your coronavirus risk.

The uHoo Virus Index™ is based on a comprehensive analysis of multiple air quality factors. The safety thresholds are based on scientific research conducted by organizations such as the World Health Organization (WHO), the Occupational Safety and Health Administration (OSHA) and other scientific publications conducted by various scientists and universities

The uHoo Virus Index™ ranges from 1-10, and sub-categorized into four levels:

1 to 3 (Good)

Virus survival is low and transmission through the air is unlikely.

4 to 6 (Mild)

Virus survival is moderate and transmission through the air is possible but air quality poses little to almost no direct health risk for people who are not sensitive to air pollution.

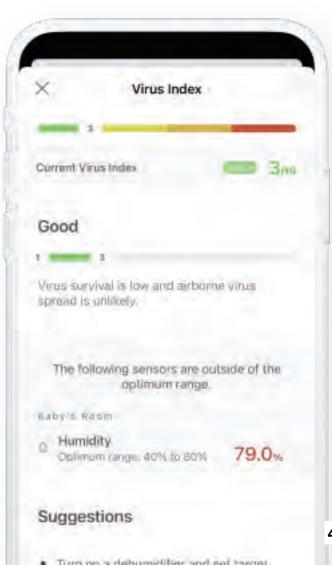
7 to 8 (Bad)

Virus survival is prolonged and transmission through the air is likely. Air quality poses some health risk.

9 to 10 (Severe)

Virus survival is high and transmission through the air is likely. Air quality would affect most people.

Reducing the risk is top priority to reduce susceptibility to the coronavirus. uHoo helps you make better decisions in creating a safer and healthier workplace.







Create a healthy workplace and stay ahead of your game

uHoo provides you with accurate information and directions on how to properly take control of the air you breathe. With uHoo Business, you can easily transform your air quality data into actionable insights and improve the health, well-being and productivity of your team.



Take control with uHoo and #StayOnTopOfSafety

Take your first step to a healthier, safer and more productive workplace.

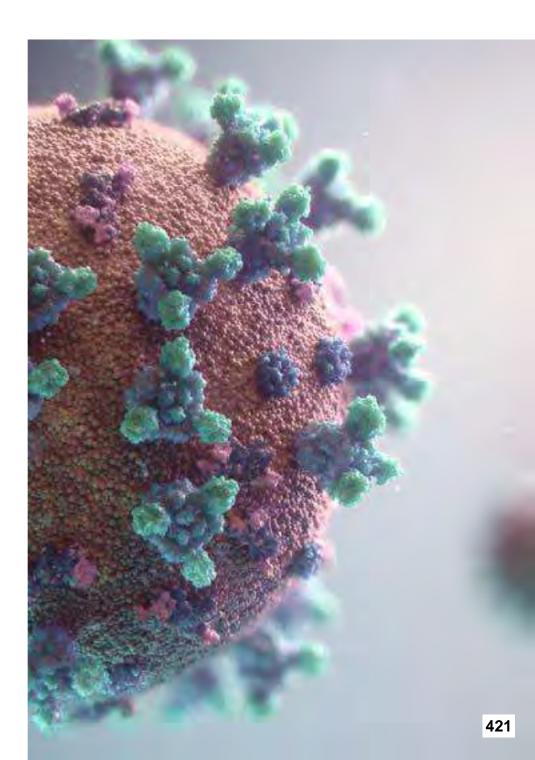








Using Indoor Air Quality Data to Create the uHoo Virus Index



Why Indoor Air Quality Matters

COVID-19, or the coronavirus, has drastically changed our routines. Due to the lockdowns put in place in affected regions around the world, people are spending more time indoors than ever. And that's a big point of concern when talking about air quality because indoor air is usually two to five times worse than outdoor air.

Before the COVID-19 pandemic began, people were already spending a lot of time indoors, which has been intensified by efforts to combat or slow the spread of the disease. For many people, they are unaware that the air they are breathing indoors is often more polluted than outside air. This can induce anxiety as our homes are supposed to be the place where we feel the safest.

polluted than outside air. This can induce anxiety as our homes are supposed to be the place where we feel the safest.

"We can then utilize air quality data within our homes and workplaces to create an environment that helps to deactivate viruses and to enhance our immune system."

Research has shown that air quality and COVID-19, together with other viruses, are correlated. We can then utilize air quality data within our homes and workplaces to create an environment that helps to deactivate viruses and to enhance our immune system.

uHoo's goal is to empower you to make better decisions about your health and your home/workplace environment using accurate and actionable air quality data.

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uHoo Virus Index

The 'uHoo Virus Index' is a patent pending technology that uses the power of air quality data to help you know how to deactivate viruses in your home/workplace and how your air quality affects your health and immune system.

Various factors affect air quality, including your unique habits and spaces, and it's important to take these into consideration. With uHoo, your air quality data can be transformed into actionable insights.

The table below shows you the uHoo Virus Index. It ranges from 1 to 10 sub-categorized into 4 levels.

1 to 3 (Good)

Virus survival is low and airborne virus spread is unlikely.

4 to 6 (Mild)

Virus survival is moderate and airborne virus spread is possible but air quality poses little to almost no direct health risk for people who are usually not sensitive to air pollution. Sensitive people may experience health effects. More attention to air quality should be given and actions to improve air quality is recommended.

7 to 8 (Bad)

Virus survival is prolonged and airborne virus spread is likely. Air quality poses some health risk. Critical assessment of your air quality is necessary and actions to improve air quality is required.

9 to 10 (Severe)

Virus survival is high and airborne virus spread is likely. Air quality would affect most people and actions to improve air quality is necessary.

These levels are determined based on scientific analysis of five air quality factors which includes temperature, relative humidity, PM_{2.5}, Carbon Dioxide, and Nitrogen Dioxide. Let's look at how these factors affect your uHoo Virus Index.

Ideal Ranges

Temperature

19°C to 24°C (66°F to 75°F)



According to research by Casanova Lisa, et al., published in the American Society of Microbiology¹, the infection rate of viruses is significantly reduced at room temperature (20°C or 68°F) compared to colder temperatures (e.g. 4°C or 39°F). Whereas, at warmer temperatures (30°C or 86°F), transmission of influenza viruses is blocked or becomes highly inefficient. Maintaining temperature at the ideal level not only lessens the risk of virus transmission but also keeps you comfortable indoors.

Relative Humidity

40% - 60%



In environments with lower than 40% Relative Humidity (RH), droplets from a cough or a sneeze lose their moisture quickly. This results in droplets becoming 'dry aerosols' and capable of staying in the air for longer periods. Viral particles remain infectious much longer below 40% and above 80%.

Virus particles are most inactive at 50% humidity, and retain their infectiousness the further from that median value, plateauing at 20% and 80%, respectively². Staying within 40% to 60% relative humidity is ideal from a comfort perspective but 50% is the most ideal in terms of fast virus inactivation.

Keeping the humidity at the ideal range not only helps you stay comfortable but also keeps you healthy. Low humidity (less than 30%) may promote dry nasal passage which makes people more susceptible to cold viruses while high humidity (more than 70%) may promote mold growth which can be harmful to people with weakened immune systems.

PM_{2.5}

Below 15µg/m³



Particulate Matter also known as "Particle Pollution" is a complex mixture of extremely small particles and liquid droplets. Particulate Matter at 2.5 microns in size or smaller can be inhaled deep into the lungs and cause irritation and corrosion of the alveolar wall, which impairs lung function³. They are also known to carry microbiomes⁴.

These particles are small enough to stay suspended in the air. A study conducted by Feng, Cindy et al published in the Journal of Environmental Health⁵ showed an increased vulnerability to influenza-like illnesses when levels of PM_{2.5} were above the ideal range. The data suggests that PM_{2.5} stays airborne longer, creating a "condensation nuclei" which virus droplets attach to. These are then inhaled by people, resulting in infection.

Thus, it is best to keep your PM_{2.5} levels low to minimize risk of infection.

Examples of sources of PM_{2.5} indoors: smoking, cooking, candles, space heaters, furnaces, and poorly-maintained HVAC system.

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Ideal Ranges

Carbon Dioxide Below 800ppm



Carbon Dioxide has long been used as an indicator of good indoor air quality primarily because of its association with ventilation. When carbon dioxide levels are high, it may indicate that your space is not well ventilated. The ideal level of CO_2 is needed to reduce the risk of lung inflammation⁶.

Chronic inflammation caused by persistent high CO_2 levels is not ideal for your health. Moreover, longer exposure to high CO_2 can cause fatigue, headaches, and dizziness. It is also possible to develop hypercapnia acidosis⁶, characterized by increased levels of carbon dioxide in the blood. This suppresses immune function and can make one more susceptible to disease.

Some causes of carbon dioxide elevation indoors: improperly maintained combustion devices and poor ventilation.

Nitrogen Dioxide (NO₂) Below 53ppb



High levels of Nitrogen Dioxide indoors is the result of outdoor NO₂ entering your indoor environment as well as combustion sources inside the home / workplace. According to a study published in the Environmental Research journal, short-term exposure can irritate airways while long-term exposure can lead to chronic illness and respiratory infections with viruses⁷. Asthmatics may also experience longer symptomatic periods and increased medication use for children.

Examples of sources of nitrogen dioxide: Automobiles from attached garage or near a busy street, appliances with defective installations, gas stoves, kerosene heaters, chimneys, etc.

How do these Parameters Differ from Standards

When it comes to dealing with viruses, the lower the risk the better. The thresholds set in uHoo's Virus Index are different from the default air quality safety thresholds set inside the uHoo app, which is based on US EPA, the World Health Organization (WHO) and the Occupational Safety and Health Administration (OSHA) standards. The uHoo Virus Index thresholds are based on specific environments, derived from scientific research conducted by governments, scientists, and universities, suitable for viruses to survive. It has stricter guidelines compared to the air quality safety thresholds set by the above mentioned organizations.

In-Depth Analysis: Air Quality & COVID-19

COVID-19 is a highly infectious disease compared to its 2003 counterpart, SARS. Its health effects vary among people from having no symptoms at all to having severe respiratory distress. According to the CDC⁸, people with serious underlying medical conditions are "at higher risk for severe illness from COVID-19."

Scientists also found that air pollution contributes to the severity of the disease. A nationwide study⁹, conducted by Harvard University, showed that counties in the USA with high levels of air pollution before the COVID-19 crisis have higher death rates (defined as COVID-19 deaths per total population).

Can Coronavirus Travel in the Air?

Research groups have suggested that air pollution particles could help coronavirus travel further in the air¹⁰.

A statistical analysis¹¹ conducted by scientists from various Italian Universities and Health Institutions showed correlation between higher levels of particle pollution and higher rates of infection in parts of northern Italy before a lockdown was imposed. It's important to take note that this study has not been peer-reviewed as of the writing of this paper (May 2020).

In contrast, a peer-reviewed research study conducted by Wei Su et. all published in the BMC journal found that high levels of particulates in the air corresponded to more cases of influenza and influenza-like illnesses during the flu season¹².

Previous studies have also shown that air pollution particles harbour microbes⁴, and that pollution is likely to have carried the viruses causing bird flu, measles, and foot & mouth disease over considerable distances.

How Does COVID-19 Spread?

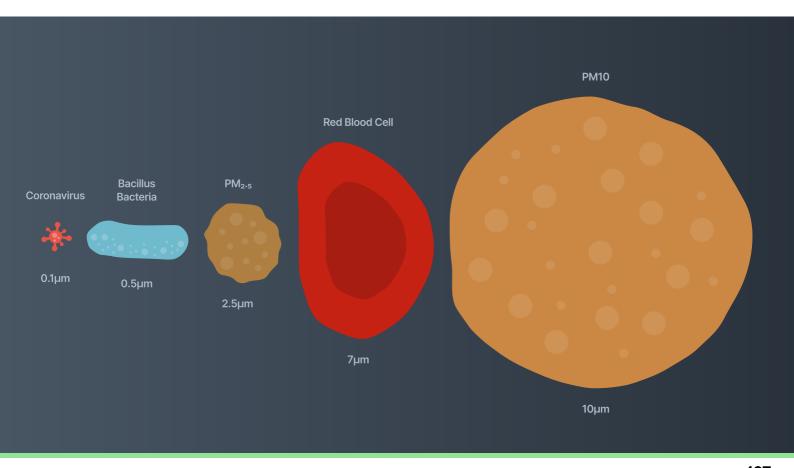
Large virus-laden droplets from infected people's coughs and sneezes fall to the ground within a meter or two. But much smaller droplets, less than 5 microns in diameter, can remain in the air for minutes to hours and travel further.

Ke Lan and his colleagues, expert virologists from Wuhan University, hypothesized that these tiny airborne droplets can cause coronavirus infections¹³. Scientists from the Department of Community and Family medicine in Hong Kong found evidence that SARS coronavirus was spread in the air¹⁴.

How Air Pollution & Indoor Air Quality Affect Mortality Rate

Long before COVID-19 arrived at our doorsteps, air pollution and poor indoor air quality have been linked to higher rates of illness and mortality.

According to Harvard University⁹, the same trend holds true for COVID-19. Their study looked at the data from the year 2000 to 2016 and found that long-term exposure to particulate matter results in an increase in COVID-19 death rate, based on their data, as of April 24, 2020.



Ways to Maintain Good Air Quality

Now that we know how vital good air quality is to reduce our susceptibility to viruses, let's look at some practical tips below based on the uHoo Virus Index.

Keep your Temperature and Humidity under Control

WHO's Guide For Worker Safety¹⁵ in March 2020 notes that a person can be infected by touching contaminated objects or surfaces, and then touching their face.

According to The National Institute for Public Health and the Environment of the Netherlands (RIVM)¹⁶, under the right conditions, SARS-CoV2, the virus that causes COVID-19, can survive outside of the body for several hours and surfaces for several days.

Aside from good personal hygiene and cleaning surfaces, there are ways to lessen our risk of getting infected through the right management of temperature and relative humidity. A study published in the American Society for Microbiology¹ found that the right level of humidity rendered more SARS-CoV surrogate viruses unable to infect, a process called viral inactivation.

Here are the results of their study:

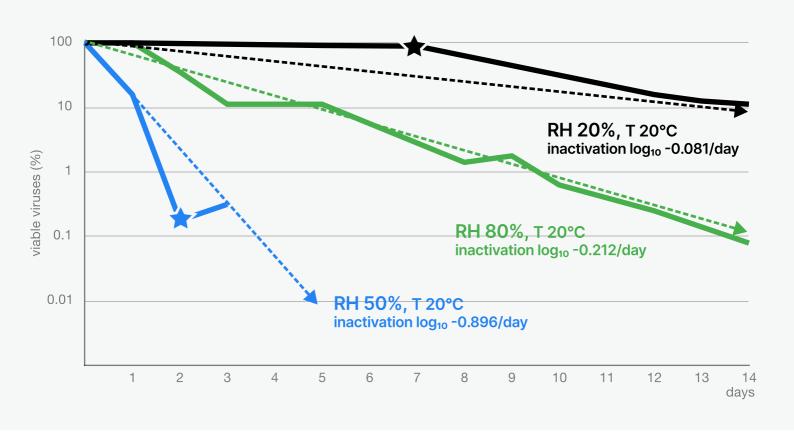
- The greatest level of virus inactivation took place at 50%RH.
- The lowest level of virus inactivation took place at 20%RH.

- Inactivation was more rapid at 20°C
 (68°F) than at 4°C (39°F) at all humidity
 levels.
- There was greater survival for viruses at low RH (20%) and high RH (80%) than at moderate RH (50%).
- Infectious virus deposited on stainless steel surfaces stayed for at least 3 days at 50%RH (20°C) and for up to 28 days at 20%RH.

The results show that keeping Relative Humidity at 50% and a temperature of 20°C lessens your risk in being infected as it promotes faster virus inactivation. Thus, it's essential that healthcare facilities, offices, and homes keep the humidity at the ideal range to reduce transmission risk of COVID-19 in indoor environments. However, it is important to note that virus particles on smooth steel surfaces can last up to 3 days at 50%RH and 20°C, more so, if the temperature and humidity is lower than that. Disinfecting surfaces should still be an important part of our daily routine.

To understand this data better and its implication on our health, let's look at the charts below, from the study conducted by Lisa M. Casanova, et al published in the American Society for Microbiology¹.

Chart 1: Inactivation of SARS-CoV Surrogate TGEV at 4°C and at different humidities.

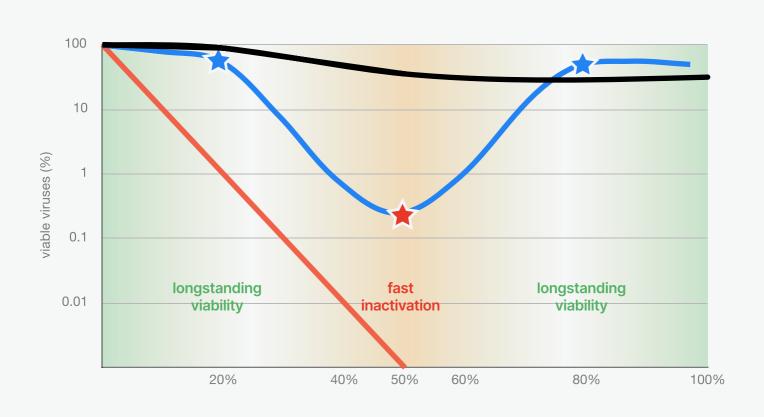


Fastest inactivation of viruses happened at 50%RH.

Knowing our infection risk using temperature and humidity is essential in maintaining a healthy indoor environment where we spend 90% of our time.

This chart shows that in dry indoor air at 20°C and 20% RH, 80% of coronaviruses remain viable on surfaces for a week. This significantly increases our infection risk through touch, resuspension, and inhalation of virus particles. Humidifying your home or office to 50% RH reduces viable viruses to less than 1% after two days, which significantly decreases infection risk.

Chart 2: Inactivation of SARS-CoV surrogate TGEV at different temperatures and humidities.



Fastest inactivation at all temperatures is at 50% RH.

Virus particles are most inactive at 50% humidity, and retain their viability the further from that median value, plateauing at 20% and 80% respectively as represented by the blue line.

At 20°C (68°F) with dry air (20%RH) and humid air (80% RH) coronaviruses survive for up to two to three days as represented by the blue star. At 20°C (68°F) with 50%RH, on the other hand, less than 1% of the viruses remain viable after 1 day as represented by the red star.

The study also showed that low temperatures increase the persistence of viable viruses (black line) while high temperatures decrease the persistence of viable viruses (red line), on inanimate objects such as stainless steel.

What does this data mean?

Dr. Walter Hugentobler from the University of Zurich states:

"This study clearly shows that maintaining a mid-range humidity in hospitals and healthcare establishments would be an effective measure to reduce the risks of coronavirus transmission. Although this study set out to gain insight into potential measures to control SARS-CoV (the virus of the SARS pandemic in 2002/2003), the results are most likely relevant to the spread of COVID-19, the disease transmitted by SARS-CoV-2, a coronavirus genetically very close to SARS-CoV." 17

How does Temperature Affect the Spread of Viruses?

Ambient temperature can have a strong influence on the activity and spread of viruses. For example, other viruses that cause respiratory infections often occur in the winter months. According to Frank van Kuppeveld, professor of virology at Utrecht University, this stems from reduced resistance of the mucous membranes¹⁸ in the nose when cold air is inhaled. Keeping the temperature at the ideal range indoors, 19°C to 24°C (66°F to 75°F), helps you avoid drying of the nasal passage that makes you more susceptible to viruses.

How does Relative Humidity Affect the Spread of Viruses?

Scientists from the Department of Epidemiology and Biostatistics in Peking University¹⁹ proposed that the moisture in exhaled bioaerosols quickly evaporates in a low-humidity environment, which then forms into airborne droplet nuclei. When the fluid of pathogenic droplets quickly evaporates, it allows them to stay suspended in the air for a long time.

This is supported by another study conducted by the US CDC²⁰ on the effect of relative humidity on aerosolized viruses. They found that rapid inactivation of viruses happens at relative humidity of 43% even if they are suspended in the air. Maintaining an indoor relative humidity at the ideal range will then significantly reduce the infectivity of aerosolized viruses.



Get Fresh Air and Maintain Good Ventilation

For people living in apartments, fresh air is a precious resource. To keep the air healthy in these spaces, what you can do is to replace your HVAC filters more often than normal, install ventilation fans, and keep the house free of dust to reduce particulate matter in the air.

If you live in a home with more windows, you can open them at regular times each day to let fresh air in. However, you have to take note that outdoor pollution can also enter and increase PM_{2·5} levels indoors. Improving the filter used in your HVAC system can significantly reduce the amount of PM_{2·5} entering your home. Houses with bigger spaces can also put up plants to help improve the air.

At your workplace, you need to make sure that the building's ventilation system is working efficiently and is able to ensure an effective flow of fresh air so that the stale air inside the workplace can be dissipated.

Aside from good ventilation, our activities can also have an impact on our indoor air.

Cooking, for example, generates a high amount of PM_{2.5}. Maintaining good ventilation is crucial to lessen health risks.



Maintain Good Ventilation while Cooking

Research conducted by Jennifer M. Logue, et al, published in the Journal of Environmental Health Perspectives, showed that cooking is a major source of PM_{2·5}²¹. The small particulates generated from heat combustion are small enough to stay suspended in the air indefinitely, increasing the risk of inhaling them. Once inside your lungs, they can cause irritation or damage to your respiratory system.

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How to Reduce High PM_{2.5} Levels while Cooking

According to researchers from the Netherlands TNO, there are four factors that can increase PM_{2.5} levels in the air while cooking. These include:

Cooking Method. The level of $PM_{2.5}$ released during cooking is highly dependent on three things - cooking with lids, cooking using gas or induction, and the type of dish. Meat frying, in particular, releases PM_{2.5} more than other dishes. Using induction instead of gas is more efficient. However, the type of dish being cooked is still a big factor.

Type of Range Hood Used. Aside from using motorized hoods, improving flow rate and adding a damp buffer can significantly reduce PM_{2.5} levels. According to the study²² done by Jacobs, Cornelissen, & Borsboom published in the Indoor Air Conference at Ghent, these have reduced PM_{2.5} levels from above 800 µg/m3 (unhealthy level) to below 100 µg/m3 (moderate level).

Amount of Ventilation in Relation to the Size of the Kitchen/Living Room. The right ventilation must be used in order for PM_{2.5} to quickly dissipate after cooking. Using the wrong ventilation will cause PM_{2.5} to stay in the air longer.



Impact of Energy Recovery **Ventilator and Kitchen Exhaust** Hood

A study conducted by Jinglin Jiang and Dr. Brandon Boor of Purdue University in collaboration with Whirlpool, utilized uHoo sensors to test the effect of Energy Recovery Ventilator (ERV) and range hood ventilation on reducing PM_{2.5} levels indoors. Using stir frying as a cooking method, they observed that PM_{2.5} can be reduced within 15 minutes when both the ERV and hood are turned on²³.

When both are turned off, it took approximately one hour to reach the same level of PM_{2.5} before cooking started. This means there are higher chances for people to breathe in higher amounts of PM^{2.5} when ventilation is insufficient.

Be Careful in Using Cleaning Products

During the COVID-19 pandemic, people are regularly disinfecting their homes with sprays and wipes. While these items are useful for killing viruses, disinfecting products contain VOCs²⁴, which can trigger allergies and weaken immune system²⁴.

According to the US EPA, VOCs or Volatile Organic Compounds are emitted as gases from certain solids or liquids. VOCs include a variety of chemicals, some of which may have short- and long-term adverse health effects²⁵. They can also react with other chemicals in the air and become more dangerous to human health.

Although using disinfectants is a recommended step to prevent virus infection from our hands or surfaces, it must be done in a way that it does not affect our lungs and overall health.

Exposure to VOCs over 24 hours can irritate the lungs, causing nausea and making it difficult to breathe. Long term exposure to harmful VOCs over months can affect the liver, kidneys, and central nervous system.

You can reduce VOCs in your home through proper ventilation. Opening a window will allow the trapped gases to escape and will dilute any remaining VOCs with fresh air.

Another way is to get a purifier with a carbon filter that can trap VOCs. Knowing the specification of a purifier is important because not all can clean VOCs. Some purifiers also emit ozone (O₃) while cleaning which can cause respiratory conditions. Having an indoor air sensor, such as uHoo, helps you know if your air purifier actually works and is safe for your family.

You may also want to consider changing cleaning products you use to ones that are low VOC. This helps you to reduce the actual source.



Avoid Polluting Compounds

Nitrogen Dioxide is considered as one of the most polluting compounds in the air. NO₂ is produced by automobiles and other kinds of combustion.

Long-term exposure to NO₂ may cause a wide spectrum of severe health problems such as hypertension, diabetes, heart and cardiovascular diseases, and even death.

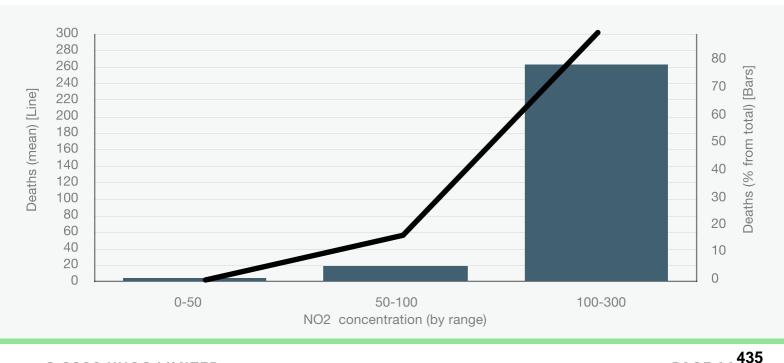
 NO_2 can also form indoors when fossil fuels like wood or natural gas are burned. Current guidelines by the WHO says that one hour exposure to 106 ppb of Nitrogen Dioxide²⁶ is acceptable.

At about twice this level, asthmatics may find it harder to breathe due to reduced pulmonary function. For normal people, breathing in NO₂ at this level can cause slight difficulties in breathing.

Yaron Ogen, a scientist from Tel-Aviv University, examined the relationship between long-term exposure to NO₂ and coronavirus fatality in Italy, Spain, France and Germany²⁷. The number of death cases caused by COVID-19 were taken from 66 administrative regions. Results show that out of the 4,443 fatality cases, 3,487 (78%) were in five regions located in north Italy and central Spain. Additionally, the same five regions show the highest NO₂ concentrations combined with downwards airflow which prevented an efficient dispersion of air pollution.

The chart below shows that most of the fatalities occurred in high concentrations of NO_2 ranging between 100 to 300, where NO_2 readings between 177 and 294 μ g/m³ making up 83% of it.

These results indicate that the long-term exposure to NO_2 may be one of the most important contributors to fatality caused by the COVID-19 virus in these regions and most likely across the world.



Try to get a Good Night's Sleep

Poor air inside bedrooms greatly reduces quality of sleep.

Research conducted by scientists from Tsinghua University found that an increase of 77.5 points in the Air Quality Index (AQI) was able to reduce a person's amount of sleep by more than half an hour per day²⁸. An AQI reading of 77.5 is considered to be in the moderate range.

These research studies are consistent with the findings of scientists from Harvard, Yale and Emory University studying the effect of black carbon²⁹ on an adult's quality of sleep. An increase of 0.21 µg/m³ of black carbon resulted in 23 to 25 minutes of less sleep per day. Some sources of black carbon include diesel engines, residential fuels, burning, and other industrial processes. Aside from having less sleep, black carbon increases risks of developing cardiovascular and respiratory diseases which weakens immune systems.

Good air quality is not only important for healthy lungs but also healthy sleep.
Research done by Luciana Besedovsky, Tanja Lange, and Jan Born published in the US National Library of Medicine showed that good sleep promotes a healthy immune system³⁰, which is crucial in keeping virus symptoms at bay. The immune system is strongly-linked to the circadian sleep-wake rhythm, and poor sleep can increase the risk of getting sick.

Stop any Kind of Smoking

Tobacco smoke can negatively impact air quality, even if you yourself don't smoke. Smoke from cigarettes, cigars, or pipes contains over 70 chemicals known to cause cancer. The US CDC estimated that secondhand smoke³¹ has contributed to around 2.5 million nonsmoker deaths since 1965.

Tobacco smoking also has long lasting effects. Research done by Peyton Jacob III, et al on the effects of "Thirdhand Smoke", published in the US National Library of Medicine showed that tobacco smoke residue produces secondary organic pollutants³² and releases VOCs over time.

Opening windows and turning on an air purifier may help reduce the concentration of smoke in your home, but keep in mind that the best level of tobacco smoke is to not have any at all.



Know What You're Breathing In

"Make the invisible, visible."

Like viruses, air pollution cannot be eliminated when we cannot see what we are dealing with. Seeing the problem allows us to create solutions that actually work instead of guessing.

The only way to make the problems in the air visible is by using an indoor air quality monitor. So how can uHoo help?

uHoo Is Your First Step - It Gives You Actionable Insights

uHoo helps people make the right choices based on their air quality. Each person has unique habits, homes and workplaces and it's important to take this into consideration when addressing indoor air quality.



uHoo Helps You Know Your Air So You Can Take The Right Action

Research has consistently shown that air quality has a strong impact on health. Our immune system not only relies on the kind of food we eat but also the air we breathe. uHoo would be able to help you stay healthy and strong by providing insights on what air quality issues we have and how these affect our health.

The uHoo Virus Index goes the extra mile to help you take control of your environment and help you know how to deactivate viruses in your home/workplace. The uHoo Virus Index utilizes data on temperature, relative humidity, PM_{2·5}, carbon dioxide and nitrogen dioxide in calculating the index. It also tells you which specific air quality factors you need to address so you can immediately take action.

uHoo Helps You Automate Things at Home and at the Workplace

uHoo complements your HEPA air purifiers, humidifiers, ventilation system, etc. by providing you with data and insights on how to effectively use them. You can also use uHoo to control your other equipment, be it at home or in the workplace, to automatically respond based on what uHoo detects.

Conclusion

Taking care of your air quality and making sure it is at optimal levels increases virus inactivation and helps to keep your immune system healthy.

Knowing how to fight an invisible enemy using uHoo allows us to make educated decisions about our health and measure the impact of our actions. Now that we are living in the new normal and spending most of our time indoors, gaining insights about our indoor air and how it affects our immune system is more important than ever.

The uHoo Virus Index and all parameters that uHoo measures gives us the ability to know what action to take to maintain a healthy indoor environment whether at home or in the workplace. Taking care of the space where we work and live, by keeping air quality healthy, is more than just for our own benefit, it's also about saving lives.



Disclaimer

The uHoo Virus Index is intended to provide you information on indoor air quality to help you know how to deactivate viruses in your home/workplace and how your air quality affects your health and immune system. The uHoo Virus Index is not, and is not intended, for use in detecting, in any manner, the presence of any kind of virus or bacteria in your area.

With the uHoo Virus Index, your air quality data can be transformed into actionable insights. Nevertheless, users should exercise their own independent judgment in conjunction with implementing such actions with proper cleanliness and sanitation measures. We at uHoo do not take responsibility for any decision taken by the user based solely on the information provided by uHoo. Users are solely responsible for any action that they may take.

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CITY OF FONTANA EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement ("Agreement") is entered into this day of _____, 20___, by and between the City of Fontana, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **Alliance Building Solutions, Inc.**, a Corporation with its principal place of business at 12520 High Bluff Drive, Suite 345, San Diego, California 92130 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. **DEFINITIONS.**

- A. "Equipment" means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.
- B. "Delivery Date(s)" means that date or dates upon which the Equipment is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at City's request.

The site of any installation work shall be kept clean and free of hazards at all times during performance of such installation services. After installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to

meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.

Section 4. WARRANTY.

- A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Equipment by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.
- B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.
- C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:
 - 1. Repair the defective Equipment;
 - 2. Replace the defective Equipment with conforming Equipment, F.O.B. City's plant, office or other location of City where the Equipment was originally performed or delivered; or
 - 3. Repay to City the purchase price of the defective Equipment.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the

Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

- D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.
- E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

- A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.
- B. If Progress Milestones have been specified Exhibit "B," then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by City upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress

payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

- C. Payments otherwise due may be withheld by City on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.
- D. Payment of the final Progress Milestone payment or any retention will be made by City upon:
 - 1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
 - 2. Written acceptance of the Equipment by City;
 - 3. Delivery of all drawings and specifications, if required by City;
 - 4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
 - 5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on

account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

- A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of \$[INSERT AMOUNT] per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."
- B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

- A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.
- B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.
- D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or

subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

- B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. **INSURANCE**.

A. General. Contractor shall take out and maintain:

- 1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;
- 2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);
- 3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and
- 4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.
- 5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.
- B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a

waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

- C. <u>Insurance Carrier</u>. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.
- D. <u>Evidence of Insurance</u>. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- E. <u>Subcontractors</u>. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- F. <u>Freight</u>. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. <u>LIENS</u>.

- A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.
- B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

- A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event City may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.
- B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.
- C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,
 - 1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
 - 2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
 - 3. Deliver only such portions of the Equipment which City deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.
- D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY: CONTRACTOR:

City of Fontana Alliance Building Solutions, Inc.

8353 Sierra Avenue 12520 High Bluff Drive, Suite 345

Fontana, California 92335 San Diego, California 92130

Attn: [***INSERT NAME & DEPARTMENT***] Attn: Brad Chapman

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- B. <u>Assignment or Transfer</u>. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.
- C. <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- D. <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- E. <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- F. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.
- G. <u>Interpretation</u>. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

- H. <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- I. <u>Authority to Enter Agreement</u>. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- J. <u>Invalidity; Severability</u>. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- K. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- L. <u>City's Right to Employ Other Contractors</u>. City reserves its right to employ other contractors in connection with the Equipment.
- Compliance with Law. Contractor shall comply with all applicable laws M. and regulations of the federal, state and local government and shall be responsible for obtaining any required licenses, permits or certifications necessary to perform this Agreement. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its performance of this Agreement. Contractor is aware of the requirements of California Labor Code Sections 1720 et seg. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work being performed under this Agreement is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work under this Agreement, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability It shall be mandatory upon the Contractor and all arising out of the same. subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

- N. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.
- O. <u>Compliance with Funding Source Requirements</u>. Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") program, will be used to fund all or a portion of this Agreement. As applicable, Contractor shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:
 - i. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA");
 - ii. CSLFRF Final Rule, codified at 31 CFR Part 35;
 - iii. CSLFRF Guidance on Recipient Compliance and Reporting Requirement, the most current version;
 - iv. 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
 - v. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
 - vi. Federal funding source requirements attached hereto as Exhibit "D" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between the Federal Contract Provisions and the Agreement and/or the provisions of state law and, except as otherwise required under federal law or regulation, the Federal Contract Provisions shall control.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR EQUIPMENT PURCHASE AGREEMENT

CITY OF FONTANA

ALLIANCE BUILDING SOLUTIONS, INC.

		Ву:		
Ву:	Matthew C. Ballantyne City Manager			
Attest	:			
Ву:	Germaine McClellan Key City Clerk			
Ву:	Phillip Burum Deputy City Manager			
Appro	ved as to form:			
	n Duran ttorney			
Ву:				
	Public Works Director			
IN CO	MPLIANCE WITH CONTRACT INSURAI	ICE REQUIREMENTS		
	kesha Thomas man Resources & Risk Management	– Director		
IN CO	MPLIANCE WITH PURCHASING AND O	ONTRACT ADMINISTRA	TION POLICIES/PROCEDU	JRES
	a Brown Financial Officer	Purchasing	Office	

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EXHIBIT "A" EQUIPMENT SPECIFICATIONS

EQUIPMENT LISTING

Item	Brand	Model	Quantity	
1	WellAir	Protect 900 (NV900)	325	
2	WellAir	Protect 200 (NV200)	325	
3	WellAir	Desk Stands	200	
4	uHoo	uHoo Aura Wall-Mounted Wifi	650	
5	Installation WellA	650		

PROJECT LOCATION

The quantities are an estimate, and the final quantities will be determine before the first order is placed by the city. For a period of 12 months from the date of the purchase order, the awarded supplier will maintain the unit prices for each of the items if the City requests the extra equipment on an as-needed basis. Such as-needed purchases shall be ordered against a unique quote and purchase order.

Location	Unit Quantities
City Hall DSO	120
City Hall East Annex	25
Community Service	60
Police Department	130
Public Works	25
Library	70
Senior Center	65
Art Depot	10
Civic Center Stage	15
Cypress Community Center	12
Don Day Community Center	10
Historical Society	2

Jessie Turner Aquatic Center	45
Haggen Police SUB	7
Heritage Community	18
Human Resource	18
Knopf Senior Center	8
Miller Community	10

EXHIBIT "B" DELIVERY SCHEDULE





The installation of this project will be subcontracted out to Alliance Electrical Solutions (AES), who is under the Alliance Companies umbrella. AES is the electrical division within Alliance that will provide turnkey implementation services for this entire project. With over combined 40 years of expertise and experience self-performing all lighting and electrical work translates to additional savings for the Customer. AES holds its C-10 license.

The installation of the WellAir is very straightforward and with the expertise of AES it will have a very quick and streamlined process. The same representatives mentioned above in the previous section will be the main representatives managing the installation process including Jerry Gallego as the Field Manager and Robby Bloss as the Senior Project



Manager and Cody Renwick as the Superintendent (for credentials please see above section B1). AES will run the install operations for both the WellAir and uHoo devices. The Protect 900 is wall mountable and only requires two anchors to be fixed on the wall, the device is then mounted onto the anchors. The uHoo Aura installation is dependent on the Cities I.T. infrastructure. AES will work closely with staff to provide the city all the proper support for a streamlines and seamless implementation of the devices.

SCHEDULE

The City of Fontana will be introduced to the project management team early in the project development process. The involvement, communication, and coordination between the project management team and City staff plays a vital role in a successful project implementation. The lead project manager will be involved in the entire project development and engineering process, including all preliminary meetings and site walks. This early involvement enables the project manager to have a thorough understanding of the City's needs, scope specifications, timeline deadlines, staff preferences, and overall project implementation goals to ensure a very smooth and effective transition into project installation.





Once a scope is finalized and contracts have been executed, a project kick-off meeting will be held to begin the installation process. This will entail the following:

- Exchange of contact information kick-off meeting between city officials and ABS project management team
- Obtain site access information
 - o Keys
 - o Access Cars
 - o Operational Hours
- Gather additional site information
 - o Blueprints/Facility Layouts
 - o Fire-alarm Layouts
- Schedule final analysis site walks

Following kick-off meeting, ABS will schedule a final site walk with all subcontractors to confirm equipment/unit count specifications, equipment locations, and equipment details such as voltage, size, etc.

Project Implementation

The ABS implementation is approached in the outline below to guarantee a quality on time delivery with negligible disruptions to staff:

Program Plan

o Our team of experts will organize a master program that is coauthored with City staff that will put forth the best program at the most competitive costs with quick, quality, on time delivery.

Program Direction

o ABS will meet with City staff and outline essential roles, safety prerequisites, Code of Conduct principles, scope requirements, site access procedures, communication process' and final schedules.

Program Implementation

o The ABS will work thoroughly with the implementation team to guarantee a smooth delivery. The execution is extremely important to ABS so we are dedicating Robby Bloss (principal) as the lead Project Manager who will be on site weekly and function as the Cities single point of contact.







Pre-Commissioning

o This will begin during the implementation as the measures are being installed. Start-up documentation is used as well as manual visual inspection to ensure proper operation. All manufacture guidelines are followed for calibration and tuning and will be verified.

Final Commissioning

o All unit performances will be verified monitored and recorded.

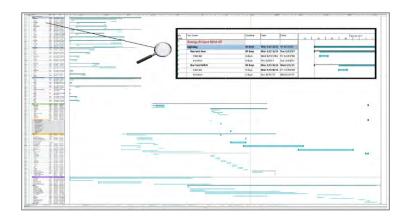
Project Scheduling

The City of Fontana will be provided with an installation schedule, also referred to as a Gantt Chart. This is the equipment installation breakout that will outline when each measure will be installed and at what sites. Here all installation deadlines and timelines will be provided. Any requested milestones or target completion dates from City staff will be incorporated in our implementation schedule. ABS will heavily coordinate with staff to fully understand and facility staffing schedules, facility hours of operation, holidays and other calendar items, along with any other simultaneous projects in order to create the most effective and efficient installation timeline.

Sample Schedule of Values

A	8	c	D	E		G		н.	- 10
			WORK CON	APLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION (D +E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E)		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	5085	5107,888.00	5107,888.00	50.00	50.00	5107,888.00	100%	50.00	5 5,394 %
	Engineering	\$134,461.00	\$121,014,90	\$6,723.05	50.00	5127,737.95	95%	\$6,723.05	5 6,385.9
	Modellication	5134,461,00	\$100,845,75 F	526,892.20	50.00	5127,737.65	95%	\$6,773.05	5 6,386.9
	Animal Services	1	-						
	Lighting	\$45,045.00	\$45,045,00	50.00	50.00	545,045.00	100%	\$0.00	5 1,257.25
	IIVAC Controls	528,428,00	51,421,40	50.00	50.00	\$1,421.40	5%	\$27,000,60	5 71.00
	Carnegie Culture Center	7-10-01-00	3.50 0.00	2000		2100.00		As a barrier of	11.1
_	Lighting	519,435.00	\$19,435.00	50.00	\$0.00	519,435,00	100%	50.00	5 9/1/9
	IIVAC Centrols	514,022.00	52,103,30	511,918.70	50.00	\$14,022.00	100%	50.00	5. 701.10
	HVAC	588,292.00	\$52,975.20 *	585,316-80	50.00	598,292.00	100%	50.00	5 4,414.66
	City Hall	1							1000
	Lighting	\$35,769.00	535,769,00 \$	50.00	50.00	\$35,769.00	100%	50.00	5 1,786.45
	HVAC Centrals	\$100,816,00	\$20,168,70	50.00	50.00	520,163,20	20%	\$80,652.80	5 1,006.36
	HVAC	\$219.962.00	\$219.962.00 F	50.00	\$0.00	5219,962.00	100%	50.00	5 20,998.10
	City Yard (Public Works)	X-2-0-34-2	A44000	18445	.4000	- Parallelana	147000		
	Lighting	545,916.00	\$45,916,00 7	50.00	50.00	\$45,016.00	100%	-50.00	5. 2,295.80
	HVAC Controls	\$14,022,00	\$14,022,00	50.00	\$0.00	514.022.00	100%	50.00	5 /01.10
	Gibson Senior Center	\$120,056.00	\$120,056.00	50.00	50.00	\$120,056.00	100%	50.00	5 6,007.80
	Lighting	530.811.00	\$30,811,00	50.00	\$0.00	530.811.00	100%	50.00	\$ 1,540.35
	HVAC Contrais	524,333.00	524,333,00 F	50.00	50.00	524,333.00	100%	50.00	5 1,216.5
	HVAC	\$228,681.00	5228,631.00 F	50.00	50.00	5228,631.00	100%	50.00	5 .11,431.50
	Historic Fire Station	4440000	201-30-00-00	2000		244000000		20.00	2 390, - 250
	lighting	\$11,825.00	\$11,825,00	50.00	50.00	\$11,825.00	100%	50.00	5 591.2
	HVAC Controls	\$317.458.00	S872.90 F	50.00	50.00	5877 90	5%	\$16,585.10	5 436
	Landecena Family Community Center	-			- 4	300		100000	
	Fighling.	\$15,654.00	\$15,654.00	50.00	50.00	515,654.00	100%	50.00	5 782.70
	HVAC Controls	519,179.00	5958.95 F	59.00	50.00	5958.95	5%	\$18,220.05	5. 47.93
	Police Department								
	lighting	\$75,725,00	575,725,00	50.00	50.00	\$25,725,00	100%	50.00	5. 3,786.25
	HVAC Controls	\$251,124.00	537.668.60	\$100,449.60	50.00	5138,118.30	5556	\$115,000.80	\$ 0.905.90
	HVAC	\$361,629.00	\$253,140,30	554,244,35	\$0.00	5307,384,66	85%	\$50,244.35	5 15,369.2
	Public Library							-	
	Digitation	\$95,428.00	598,428.00 F	50.00	50.00	595,428.00	100%	50.00	5 4,671.46
_	HVAC Controls	\$131,977.00	\$26,395,40	50.00	\$0.00	526,395.40	20%	\$105,581.60	\$ 1,319 /
	Regreation & Community Services				-			-	-
	Lighting	\$28,790.00	\$17,274.00 F	50.00	50.00	\$17,274.00	620%	\$11,516.00	5 863 70
	HVAC Controls	\$18,695.00	5934.75	\$17,750.25	\$0.00	548,695,00	100%	50.00	5 934.75
	HVAC	\$97,859.00	\$9,785.90	\$4,891.95	50.00	514,678.85	15%	\$83,180.15	5. 733.94
	City Wide	-00.000				100000			7
	EM_5YR	\$281,403.00	\$0.00	50.00	\$0.00	\$0.00	US	\$281,403.00	\$ -
	SUB-TOTA	5 2,797,094.00	5 1 734.054.55	358 197.90	4	\$ 1,997,757.45	71%	5 SN4 R41.55	5 99,612,6

Sample Implementation Schedule







Following the commencement of project installation, the project management team will hold update meetings. These update meetings can be held in time increments in accordance with the City's discretion. These update meetings will involve short and long-term deadline progress reports, addressing any issues that arise since the previous meeting, clarification on any equipment installation specifications, and to give general project feedback. The project manager will be continuously on site throughout project installation with extensive oversight throughout all operations sitewide. In addition to a Gannt Chart, a schedule of values will be provided. The schedule of values will provide the City with a full breakdown of all project billings and invoices that will be submitted throughout the progression of project completion, correlating with the installation schedule. The schedule will entail the billing dollar amounts, projected dates that billings will be received, along with detailed descriptions of how many items are included in each submission.

Our internal account management, engineering, and project management teams are constantly reviewing and coordinating through every process from start to finish, assuring smooth transitions between stated project milestones.

EXHIBIT "C" FEE SCHEDULE







E: PRICING AMOUNT

ltem	Brand	Model	Quantity	Cost
1.	WellAir	Protect 900	325	\$2,030 ea \$659,750
2.	WellAir	Protect 200	325	\$975 ea \$316,875
3.	WellAir	Desk Stand	200	\$298 ea \$59,600
4.	иНоо	Aura	650	\$1,195 ea \$776,750
5.	Installation WellAir	Protect 900	125	\$150 ea \$18,750
6.	Installation Aura	Aura	650	Price dependent on customers IT equipment/ requirements

TOTAL \$1,831,725

^{*} Sales tax already included in pricing

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, the Contractor shall comply with all applicable federal laws and regulations including, but not limited to, the Federal Contract Provisions in this Exhibit.

- 1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)
- (a) <u>Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience</u>. The Contract Documents include remedies for breach and termination for cause and convenience.
- (b) Appendix II to Part 200 (C) Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this Agreement meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) <u>Appendix II to Part 200 (D) Davis-Bacon Act:</u> Not applicable to this Agreement since it is funded by CSLFRF.
- (d) <u>Appendix II to Part 200 (D) Copeland "Antti-Kickback" Act:</u> Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- (i) If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

- (iv) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.
- (f) Appendix II to Part 200 (F) Rights to Inventions Made Under a Contract or Agreement:
- (i) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (g) Appendix II to Part 200 (G) Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- (h) Appendix II to Part 200 (H) Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (iii) This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this Contract.
- (i) <u>Appendix II to Part 200 (I) Byrd Anti-Lobbying Act:</u> If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the City the Federal Standard Form

LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

- (i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- (ii) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- (k) <u>Appendix II to Part 200 (K) §200.216 Prohibition on Certain</u> Telecommunications and Video Surveillance Services or Equipment:
- (i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

- (i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts
 - (ii) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. <u>COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS</u> STATE AND LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

- (a) <u>Maintenance of and Access to Records.</u> Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor agrees to provide the CITY, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic an otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Contractor for a period of five (5) years after completion of the project.
- (b) <u>Compliance with Federal Regulations.</u> Contractor agrees to comply with the requirements of section 603 of ARPA, regulations adopted by Treasury pursuant to section 603(f) of ARPA, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:
- (i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- (ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - (vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (c) <u>Compliance with Federal Statutes and Regulations Prohibiting Discrimination.</u>
 Contractor agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:
- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- (ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- (iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- (iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- (v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- (d) <u>False Statements.</u> Contractor understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and

penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) <u>Hatch Act</u>. If Contractor is a public agency, Contractor agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. section 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

(f) Protections for Whistleblowers.

- (i) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (ii) The list of persons and entities referenced in the paragraph above includes the following:
- (1) A member of Congress or a representative of a committee of Congress;
 - (2) An Inspector General;
 - (3) The Government Accountability Office;
- (4) A Treasury employee responsible for contract or grant oversight or management;
- (5) An authorized official of the Department of Justice or other law enforcement agency;
 - (6) A court or grand jury; or
- (7) A management official or other employee of Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (g) <u>Increasing Seat Belt Use in the United States.</u> Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same
- (h) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

- (i) <u>Assurances of Compliance with Civil Rights Requirements.</u> The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Contract, including, but not limited to, the following:
- (i) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- (ii) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Contractor understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.
- (iii) Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.
- (iv) Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provided.
- (v) Contractor agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

- (vi) Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
- (vii) Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.
- (viii) Contractor shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor must also inform the Department of the Treasury if Contractor has received no complaints under Title VI.
- (ix) Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
- (x) If Contractor makes sub-awards to other agencies or other entities, Contractor is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

3. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
 - (b) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

	1 Stop Wellness -	Air Cleaning System	ms			Capital Business /			
Spec/Bidder	Vollara	-Ulitmatum	Air Sniper	Alen Corp Breathsmart 75i	Alliance building	Aura Air	Greenworks	Purewellness	Technology Int.
Wall mountable	Not Mentioned	Yes	Not Mentioned	Not Mentioned	Item is the NV900/NV200	Yes	No	Yes	Item is the NV900/NV213
Operating Temp	34-10F	Not Mentioned	С	Not Mentioned	Item is the NV900/NV201	32-104 F		Not Mentioned	Item is the NV900/NV214
Operating Humidity	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Item is the NV900/NV202	Not Mentioned		Not Mentioned	Item is the NV900/NV215
Electric input	100-240vac	115 volt	110V ac	Not Mentioned	Item is the NV900/NV203	110-240 V		120 V or 230 V	Item is the NV900/NV216
Power consumption low		Not Mentioned	Not Mentioned	7 watts	Item is the NV900/NV204	Not Mentioned		11 watts	Item is the NV900/NV217
Power consumption high		69watts	6amps	45 watts	Item is the NV900/NV205	Not Mentioned		46 watts	Item is the NV900/NV218
Speeds	variable	4	10	5	Item is the NV900/NV206	Multiple	10	4	Item is the NV900/NV219
CFM low	40	400,740	300	Not Mentioned	Item is the NV900/NV207	206cfm		22cfm/49 cfm	Item is the NV900/NV220
CFM high	60	800,1000	800	Not Mentioned	Item is the NV900/NV208	Not Mentioned	77 gal/sec	79cfm/150 cfm	Item is the NV900/NV221
Decibel low	45	41-45	Not Mentioned	25	Item is the NV900/NV209	Not Mentioned		37/42	Item is the NV900/NV222
Decibel hight	55	49-59	Not Mentioned	49	Item is the NV900/NV210	Not Mentioned		49/59	Item is the NV900/NV223
ISO 9001	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Item is the NV900/NV211	Not Mentioned		Not Mentioned	Item is the NV900/NV224
ISO 14001	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Item is the NV900/NV212	Not Mentioned		Not Mentioned	Item is the NV900/NV225
OHSAS 45001	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Item is the NV900/NV213	Not Mentioned		Not Mentioned	Item is the NV900/NV226
Air filtration	Yes	Yes	Not Mentioned	Yes	No	Yes	Yes	Yes	No
Hepa 99.97 .3microns +									
dust,mold, pollen bacteria	Yes	Yes	Not Mentioned	Yes	No	Yes	Yes	Yes	No
Particle efficiency	.3 microns +	.3 microns +		.3 microns +	<.0001 micron	.3 microns +	.3 microns +	.007 microns	<.0001 micron
Carbon filter	Yes	Not Mentioned	Not Mentioned	Not Mentioned	No	Yes	Yes	Yes	No
Designed to remove allergens,									
dust, pollen	Yes	Yes	Not Mentioned	Not Mentioned	Yes	Yes	Yes	Yes	Yes
Ionizer	No	Yes	Appears so	No	Item is the NV900/NV213	Yes		No	Item is the NV900/NV226
Service area	500sq ft	Not clear	Not Mentioned	1300 sq ft	Item is the NV900/NV213	350 m /hr		550 sq ft/1200 sq ft	Item is the NV900/NV226
UV light disinfection	No	No	No	No	No	Yes		No	No
Air quality monitor	No	No	No	No	No	No	No	Yes Temtop	No
Nanostrike (patented tech)	No	No	No	No	Yes	No	No	Equavalent	Yes
Use 24/7	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Yes	Not Mentioned		Equavalent	Yes
Safe near vulnerable people	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Yes	Not Mentioned		Equavalent	Yes
Low energy usage	Not Mentioned	No	Yes	Yes	Yes	Not Mentioned		Equavalent	Yes
Remove virus and bacteria	Not Mentioned	Not Mentioned	Not Mentioned	Not Mentioned	Yes	Yes		Equavalent	Yes
Meet Purifier Specifications	No	No	No	No	Yes	No	No	No	Yes



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1722Agenda Date: 10/25/2022Agenda #: N.Category: Consent Calendar

FROM:

Finance

SUBJECT:

Award bid for Security Services SP-92-CW-22 for City Facilities

RECOMMENDATION:

- 1. Award bid and authorize the City Manager to execute a contract with American Global Security of Riverside, CA for a two-year period for a total aggregate amount not to exceed \$1.95 Million, including options to extend the contract for three (3) additional one(1) year increments at the City's sole discretion.
- 2. Approve and authorize the City Manager to execute any future amendments to the contract.

COUNCIL GOALS:

- Improve public safety by increasing operational efficiency, visibility and availability.
- To operate in a businesslike manner by becoming more service oriented.

DISCUSSION:

The City provides security services for the Metrolink site, Community Centers, Fontana Lewis Library & Technology Center, Special City Events, and On-Call Services. The current contract for security services will be expiring and a Request for Proposal (RFP) was conducted.

Purchasing Office issued an RFP for Security Services (SP-92-CW-22), 117 vendors were notified from the city's online bid system and ten (10) submitted proposals. Three (3) Fontana vendors were notified, and no Fontana vendor responses were received. The Purchasing Office reviewed the proposals based on the criteria outlined in the RFP. Of those ten (10), only the top four (4) vendors moved to the final phase of the evaluation.

Staff is recommending American Global Security to be awarded the contract for Security Services. American Global Security provides Metrolink and library security for other agencies and recruits veterans for their operations team. Staff is impressed with American Global Security ability to tailor security services to the needs of each department.

FISCAL IMPACT:

Funds have been budgeted in the Community Services Department various programs, Public Works Department 10138202 and Police Department 10140100 budget units for Fiscal Year 2022/23. The remaining funds will be budgeted in future fiscal years.

Agenda Date: 10/25/2022 Category: Consent Calendar File #: 21-1722 Agenda #: N.

MOTION:

Approve staff recommendation.

Security Services Evaluation

Firms	Total Score
American Global Security Riverside, CA	86%
American Guard Services Los Angeles, CA	78%
Good Guard Security, Inc. San Bernardino, CA	73%
Brapga Security Systems, Inc. West Covina, CA	71%
Alltech Industries, Inc.fljflsdjf Monterey Park, CA	70%
Inter-Con Security Systems, Inc. Pasadena, CA	61%
Montano Security Los Angeles, CA	60%
Command International Secuity Services Van Nuys, CA	54%

CITY OF FONTANA PROFESSIONAL SERVICES AGREEMENT SP-92-CW-22

This Agreement is made and entered into as of October 25, 2022 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **American Global Security, Inc.**, a Corporation with its principal place of business at 9420 Topanga Canyon, Suite 203, Chatsworth, California 91311 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

SECURITY SERVICES (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."
- b. This amount is to cover all printing and related costs, and the City will <u>not</u> pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of

such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. <u>Term</u>.

The term of this Agreement shall be from **November 1**, **2022 to October 31**, **2024**, renewable for three (3) additional one-year increments at the sole discretion of the City, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Delays in Performance.

- a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. <u>Independent Contractor</u>

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

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

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Agreement

- (8) Property Damage
- (9) Independent Contractors Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.
- (iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 combined single limit

Employer's Liability \$1,000,000 per accident or disease

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

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

f. Evidence Required

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

g. Policy Provisions Required

- (i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement.

Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- (iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

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

- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. <u>Verification of Employment Eligibility</u>.

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

15. Reserved.

16. <u>Laws and Venue.</u>

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

17 Termination or Abandonment

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

Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.
- 18 <u>Documents</u>. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. <u>Organization</u>

Consultant shall assign Bryan Colindres as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. <u>Limitation of Agreement</u>.

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

21. Notice

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

CITY: CONSULTANT:

City of Fontana American Global Security, Inc.

8353 Sierra Avenue 9420 Topanga Canyon, Suite 203

Fontana, California 92335 Chatsworth, California 91311

Attn: Sid Lambert Attn: Nikolas Tartakovsky

slambert@fontana.org procurement@americanglobalsecurity.com

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal

Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. <u>Time of Essence</u>

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

29. <u>City's Right to Employ Other Consultants</u>

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

30. Prohibited Interests

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

have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE CONTRACT NO. SP-92-CW-22

SECURITY SERVICES

OF FONTANA	AMER	ICAN GLOBAL SECURITY, INC.
Matthew C. Ballantyne City Manager	_ Ву:	
t:		
Germaine McClellan Key City Clerk	-	
oved as to form:		
MPLIANCE WITH CONTRACT INSURA	NCE REQUIREMENT	rs
Human Resources & Risk Mana	agement Director	STRATION POLICIES/PROCEDURES
	City Manager t: Germaine McClellan Key City Clerk oved as to form: Best & Krieger LLP Attorney MPLIANCE WITH CONTRACT INSURA Rakesha Thomas Human Resources & Risk Manager	Matthew C. Ballantyne City Manager t: Germaine McClellan Key City Clerk oved as to form: Best & Krieger LLP

Purchasing Office

Chief Financial Officer

Jessica Brown

EXHIBIT A

Scope of Services Request for Proposals SP-92-CW-22

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



Section 5 - Pricing

COST PROPOSAL FOR UNARMED/ARMED SECURITY SERVICES

YEARS 1-3

Position (Guard, Supervisor, etc.)	Location	Fully Burdened Hourly Billing Rate	Fully Burdened Overtime/Holiday Rate
Unarmed Security Guard	Metrolink Plaza	\$23.99	\$35.99
Unarmed Security Guard	Lewis Library and Technology Center	\$23.99	\$35.99
Unarmed Security Guard	Community Center/Special Events/Library Special Events	\$25.99	\$38.99
Armed Security Guard	Police Department Armed Assistance	\$32.99	\$49.49

The Hourly Billing Rate above should be flat rates that include all wages, benefits, uniform costs, background checks, drug testing, orientation, training, allowances, and differentials.

First One Year Extension

Position (Guard, Supervisor, etc.)	Location	Fully Burdened Hourly Billing Rate	Fully Burdened Overtime/Holiday Rate
Unarmed Security Guard	Metrolink Plaza	\$24.99	\$37.49
Unarmed Security Guard	Lewis Library and Technology Center	\$24.99	\$37.49
Unarmed Security Guard	Community Center/Special Events/Library Special Events	\$26.99	\$40.49
Armed Security Guard	Police Department Armed Assistance	\$33.99	\$50.99

The Hourly Billing Rate above should be flat rates that include all wages, benefits, uniform costs, background checks, drug testing, orientation, training, allowances, and differentials.



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1808 Agenda #: O.

Agenda Date: 10/25/2022 Category: Consent Calendar

FROM:

City Manager's Office

SUBJECT:

Authorize the City Manager to Execute an Agreement to Apply for a Community Transportation Needs Assessment (CTNA) Voucher.

RECOMMENDATION:

Authorize the City Manager to execute an agreement with EVGIDE Inc. to provide technical services and assistance related to applying for the Clean Mobility Options Voucher Pilot Program - Community Transportation Assessment Needs (CTNA) Voucher.

COUNCIL GOALS:

- Improve public safety by increasing operational efficiency, visibility and availability.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:

One of the City of Fontana's top priorities is expanding and investing in zero-emission transportation projects and infrastructure.

Clean Mobility Options (CMO) is statewide public program that empowers under-resourced communities across California to better understand and overcome mobility obstacles with vouchers that fund community needs assessments and clean, shared, zero-emission transportation projects.

CMO awards up to \$100,000 vouchers to conduct "Community Transportation Needs Assessments" that help under-resourced communities identify and develop community-driven solutions that address their unique transportation needs.

This agreement will allow the City of Fontana to collaborate with EVGIDE Inc to conduct scope of work related to submitting a completed CTNA application with the Clean Mobility Options Voucher Pilot Program

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item. If the City's application is successful, EVGIDE will be provided a contingency fee in the amount of 60% of the total funding awarded

MOTION:

Agenda Date: 10/25/2022 Category: Consent Calendar File #: 21-1808 Agenda #: O.

Approve staff recommendation.



INTAKE FORM

PROJECT TEAM PROFILE

This section collects information about the project team.

1. Lead applicant ("you" or "your") general contact information: (write in)

Toda applicant (you or your) gonero					
Organization Name: City of Fontana	Authorized Officer Name: Robert Torres				
Lead Contact Name and Title:	California-Based Affiliate Contact (if different				
Robert Torres, Public Affairs Manager	from the Lead Contact Name): Same				
Person with Contract Signing Authority (if different from above): Fontana City Council					
Street Address: 8353 Sierra Ave					
City: Fontana	Zip Code: 92335				
Phone: 909-538-0517	Email Address: rtorres@fontana.org				
Mailing Address (If different):					

2. Please select your organization's type:

(select one)

Public agency. The City of Fontana is a public agency.

EVGIDE INTAKE FORM

3. Do all partners included on your application team have full support and approval from decision-makers in their organization (e.g. Board of Directors, City Council, or other governing body, etc.) to participate in the project as proposed?

Yes.

Conditional:

a. If any application team members still require approvals to participate in the project, please state which member, who has the authority to approve, the process for approval, and anticipated approval timelines.

None.

4. If your project area eligibility is based on location on tribal lands, please provide the name of the reservation, or if not part of a reservation, the address of the tribally owned facility.

N/A.



AGREEMENT BETWEEN

EVGIDE, INC.

And

City of Fontana

MOBILITY AS A SERVICE ZERO EMISSIONS CAR SHARE PLATFORM COMMUNITY TRANSPORTATION NEEDS ASSESSMENT VOUCHER APPLICATION PROPOSAL

THIS AGREEMENT is made and entered into on the EVGIDE, INC., hereinafter referred to as "Consulta referred to as the "Client."	
the City of Fontana, to serve a Sub-ap	DE, INC., to enter into a Consultant Agreement with oplicant and provide technical assistance and related lobility Options Voucher Pilot Program Community
EVGIDE is Mobility As A Service platform for a community members at specified properties.	zero emissions vehicle carsharing for utilization by
work related to submitting a completed Comm	oplicant, EVGIDE or its designee to conduct scope of nunity Transportation Needs Assessment (CTNA) CTNA Voucher Application for the Clean Mobility
The agreement would require the Client or its transportation data, demographic data and plan for or	designee to collaborate with EVGIDE to collect n-site meetings to be determined at a future date.
Upon grant award, Sub-applicant would collaborate complete the Community Transportation Needs Asse	e with Client to conduct the grant scope of work and essment.
EVGIDE, INC.	CLIENT
By	By
Name:	Name: Matt Ballantyne
Title:	Title: Fontana City Manager



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1737 Agenda Date: 10/25/2022 Agenda #: A. Category: Public Hearing

FROM:

Planning Department

SUBJECT:

Combined General Plan Amendments and Projects for the 3rd General Plan Cycle of 2022; Part No. 1 (Redesignation of 6th Cycle Housing Element Properties), and Part No. 2 (Citrus Avenue Residential Development)

RECOMMENDATION:

1.a Adopt Resolution No. 2022-128, (Part No. 1 of General Plan Amendment Cycle No. 3 of 2022,) a Resolution of the City Council of the City of Fontana, adopting an Addendum to the City of Fontana General Plan Environmental Impact Report (EIR) and Section 8.06 of the 2019 Local Guidelines for Implementing CEQA, approving General Plan Amendment No. 22-006 (Part No. 1 of General Plan Amendment Cycle No. 3 of 2022) amending the General Plan Land Use designation on one parcel of approximately 1.14 adjusted gross acres (APN: 0241-051-13) from General Commercial (C-G) to Multi-Family Medium High Density Residential (R-MFMH) and amending the General Plan Land Use designation on three parcels of approximately 3.06 adjusted gross acres (APN: 0241-051-02, -16 and -32) from Multi-Family Medium High Density Residential (R-MFMH) to General Commercial (C-G); and

1.b Read by title only and waive further reading of and introduce **Ordinance No.1908**, an Ordinance of the City Council of the City of Fontana, approving Zone Change No. 22-008 for an amendment to the Zoning Map changing the zoning designation of one parcel of approximately 1.14 adjusted gross acres (APN: 0241-051-13) from General Commercial (C-2) to Multi-Family Medium High Density Residential (R-4) and changing the zoning designation of three parcels of approximately 3.06 adjusted gross acres (APN: 0241-051-02, -16 and -32) from Multi-Family Medium High Density Residential (R-4) to General Commercial (C-2), and that the reading of the title constitutes the first reading thereof; and

2.a Adopt Resolution No. 2022-129, (Part No. 2 of General Plan Amendment Cycle No. 3 of 2022,) a Resolution of the City Council of the City of Fontana, adopting the Mitigated Negative Declaration pursuant to Section 15070 of the California Environmental Quality Act (CEQA) and Section 6.04 of the 2019 Local Guidelines for Implementing CEQA, approving General Plan Amendment No. 21-008 (Part No. 2 of General Plan Amendment cycle No. 3 of 2022) amending the General Plan Land Use designation on approximately 4.6 adjusted gross acres (APN: 0240-011-17) from General-Commercial (C-G) to Multi Family Residential (R-MF) and removing the site from the Fontana auto center overlay, approving Tentative Tract Map No. 20521 (TTM No. 21-007) to establish 68 attached multi-family residential condominium units and approving Design Review No. 21-043 for the

development of 68 attached multi-family units with amenities, landscaping and parking; and

2.b Read by title only and waive further reading of and introduce **Ordinance No. 1909**, an ordinance of the City Council of the City of Fontana, approving Zone Code Amendment No. 21-0010 for changes to the Zoning District Map to change the zoning on one parcel (APN: 0240-011-17) from General Commercial (C-2) to Multi Family Residential (R-3), remove the parcel (APN: 0240-011-17) from the Fontana Auto Center Overlay and amend Section 30-639 Figure 1 of the Fontana Zoning Code to remove the project site from the Fontana Auto Center Overlay District and that the reading of the title constitutes the first reading thereof.

COUNCIL GOALS:

- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by construction of affordable high-quality multi-family housing.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.
- Enhance the local environment for future generations and create a healthy economic and environmental future by adopting policies that promote compact and efficient development in new and existing communities.

DISCUSSION:

As required by state law, the City is limited to amending any element of the General Plan to no more than four (4) times in one (1) calendar year. Since the City receives multiple general plan amendment requests during the year, it is customary to combine the general plan amendment requests. The first combined General Plan Amendment was approved by the City Council on February 8, 2022, and the Second Amendment to the General Plan was approved by the City Council on July 26, 2022. This will be the Third Combined General Plan Amendment for calendar year 2022.

This combined General Plan Amendment package includes two (2) General Plan Amendments and their associated projects which have been designated as Part No. 1, and Part No. 2 to ensure that the multiple General Plan Amendments are approved together, thereby counting as one (1) approval. Below is a discussion of the two (2) projects included in this General Plan Amendment.

Discussion - Part No. 1 - Redesignation of 6th Cycle Housing Element Properties

Location

The project includes two sites:

Site 1: One parcel located on the south side of Baseline Avenue, approximately 290 feet east of Juniper Avenue (APN 0241-151-13)

Site 2: Three parcels including 16835 Baseline Avenue (APN 0241-051-16), 16818 Montgomery Avenue (APN 0241-051-02) and 16844 Montgomery Avenue (APN 0241-051-32)

Background

The project was considered by the Planning Commission at a duly noticed public hearing on October 4, 2022. The Planning Commission voted (3-0) to adopt Resolution PC No. 2022-041, thereby forwarding a recommendation of approval to the City Council.

Project Description/Analysis

On February 8, 2022, the City Council approved zoning and general plan amendments to accommodate the 2021-2029 RHNA allocation, as issued by HCD and SCAG. The amendments were made for parcels throughout the City to ensure there is sufficient capacity for residential units to potentially be developed. Subsequent to approval of the amendments, it was realized that the land use designations of Sites 1 and 2 were changed in error.

The proposed modifications would modify the subject sites and make them consistent with adjacent parcels. This proposal would change Site 1 from its current C-2/C-G designations to R-4/R-MFMH, making it consistent with the two (2) adjacent parcels under the same ownership which remained R-4/R-MFMH. This proposal would change Site 2 to from R-4/R-MFMH to C-2/C-G, making it consistent with the adjacent parcels under the same ownership which remain C-2/C-G.

General Plan Amendment (No. 22-006):

The General Commercial (C-G) land use designation allows for the development of retail, malls, wholesale, auto dealerships, and offices, including medical offices and clinics, that can serve a broader, regional population.

The Multi-Family Medium/High Density Residential (R-MFMH) land use designation allows for a higher density multi-family development with a density range of 24.1 to 39 dwelling units per acre. Typical development in this residential category would include mixed- use or multifamily housing such as condominiums, townhomes and apartments.

As previously stated, the proposed General Plan Amendment updates the General Plan land use map to change the General Plan land use designation on Site 1 from C-G to R-MFMH and Site 2 from R-MFMH to C-G as shown on Exhibit "A" to Attachment No. 1.

Zone Change Amendment (No. 22-008):

The proposed zone change update will change the zoning on Site 1 from General Commercial (C-2) to Multi-Family Medium/High Density Residential (R-4). Site 2 will be rezoned Multi-Family Medium/High Density Residential (R-4) to General Commercial (C-2) as shown on Exhibit "A" to Attachment No. 2, the proposed changes implement the goals and policies of the General Plan and are consistent with GPA No. 22-006, as required under State law.

Analysis

As referenced above, the City Council approved General Plan Amendment No. 21-007 and Zone Change No. 21-008 on February 8, 2022. This provided the potential for 25,582 housing units, which satisfied and exceeds the City's RHNA allocation of 17,519 housing units and recognizes that all

property owners may not be interested in or able to develop their land within the next eight years. With the proposed general plan and zoning land use designations for Sites 1 and 2, there is a net loss of 60 units. The proposed changes will not impede on the City's ability to meet the RHNA allocation as the reduction in potential units is not significant and still exceeds the City's RHNA allocation by 8,003 units.

As stipulated by Senate Bill 330 (the Housing Crisis Act of 2019) legislation, any change to the land use designation of a parcel which reduces the residential land use density (as allowed under the general plan and zoning in effect on January 1, 2018), must also replace those loss units. In this case, all parcels identified as part of this application were designated General Commercial (C-G general plan land use designation/C-2 zoning designation) as of January 1, 2018. Therefore, replacement of units is not required.

Environmental

Pursuant to Sections 15162 through 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the City of General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) has been prepared for this proposed project. The aforementioned EIR was adopted by the City Council on November 13, 2018 and anticipated the proposed project and adequately identified any potential impacts associated with this project; therefore, a Notice of Determination has been prepared. Below is a link to the Addendum to the City of Fontana General Plan EIR: https://www.fontana.org/2632/General-Plan-Update-2015---2035.

Discussion - Part No. 2 - Citrus Avenue Residential Development

Background

The project was considered by the Planning Commission at a duly noticed public hearing on October 4, 2022. The Planning Commission voted (3-0) to adopt Resolution PC No. 2022-043, thereby forwarding a recommendation of approval to the City Council.

Project Description/Analysis

The applicant, PRL Enterprises, is proposing a General Plan Amendment, Zoning Map Amendment, and development plans for a 68-unit condominium project on approximately 4.6 gross acres. The project site is located near the corner of Citrus Avenue and South Highland Avenue on one (1) vacant parcel. A Tentative Tract Map has been submitted to allow the developer to sell each unit individually as condominiums and a Design Review application was submitted for the development of 68 attached multi-family residential units with proposed three (3) bedrooms ranging from 1,422 to 1,554 square feet. The proposed attached multi-family units are in buildings of four (4) to six (6) units. A Contemporary Craftsman theme is proposed with architectural features such as thick window frames, dormers, shutters, carriage lights and wood siding. Additionally, recreational amenities are being proposed throughout the project area with a tot lot, lawn areas, Bar-B-Que area, dog park, corn hole gaming area and paseos. This project requires a General Plan and Zoning Code amendment as detailed below.

General Plan Amendment No. 21-008 and Zone Code Amendment No. 21-010

The current General Plan and Zoning land use designations do not allow for residential uses. Therefore, the applicant is requesting to change the General Plan land use designation from General Commercial (C-G) to Multi Family Residential (R-MF) and removing the project site from the Fontana Auto Center Overlay District. The Zoning District must also be modified from General Commercial (C-2) to Multi Family (R-3). Figure 1, the Fontana Auto Center Overlay District Planning Area Boundaries Map, in Section 30-639 of the Zoning and Development Code is being updated to remove the project site from the Overlay District. This would allow the development of multi-family homes with various amenities on the project site.

The Fontana Zoning and Development Code requires that the City Council find that this zone change promotes the goals of the General Plan. The parcels to the south, west and east are single-family homes and are zoned (R-1). This proposed zone change will be consistent with current existing zoning in the area and will support the quality of life in the community and is compatible with, and enhances the built environment as cited in the General Pan (Chapter 15, Goal No. 1 and Goal No. 2) page 15-18 and page 15-34:

Goal No. 1 "The Strategic Policy Map and the Future Land Use Map guide land-use decision making".

Goal No. 2 "Fontana development patterns support a high-quality of life and economic prosperity".

This amendment to the General Plan Land Use Map and the Zoning District Map will accomplish the goals of the General Plan and the Fontana Zoning and Development Code. For reference, the existing and proposed General Plan land use designations are attached under separate cover and show the configuration and relationships of the proposed land uses.

Tentative Tract Map No. 20521 (TTM No. 21-007)

The proposed Tentative Tract Map No. 20521 (TTM No. 21-007) is a request to allow the proposed 68 multi-family units to be established as condominium units to be sold separately. The project has proposed walkway paseos, private park space, outdoor parking and two-entry driveways.

Design Review No. 21-043

The applicant is proposing high-quality architecture, which is identified as "Contemporary Craftsman" style which will be utilized on all 68 units (i.e. the entire development). Fourteen (14) two (2) story buildings are proposed for these condominium units. Architectural features include concrete tiles, wide window frames, window shutters, wood siding, roof mounted windows, accent fascia, stone veneer and carriage lights. Also, proposed is a variety of buildings with different color schemes to add variety to the design. Units are proposed with three (3) bedrooms, a kitchen, two (2) car garage, storage space, washer and dryer room and private patio area for each unit.

An entry statement is proposed along Citrus Avenue and the entryway will have dense landscaping, and decorative paving. Amenities include a cornhole gaming area, tot lot, lawn area and Bar-B-Que area in a centralized location. Additionally, a paseo is proposed along the exterior of the site within File #: 21-1737 **Agenda Date:** 10/25/2022 Agenda #: A. Category: Public Hearing

the rear and side setback areas. Two (2) additional open space areas are planned within along the eastern portion of the site with a cornhole gaming area and dog park.

Environmental

An Initial Study (IS) has been prepared for this project pursuant to the California Environmental Quality Act (CEQA). Based on the information in the IS, no significant impact is anticipated as a result of project implementation, with mitigation incorporated, and a Mitigated Negative Declaration has been prepared per Section 15070 of the CEQA and per Section 6.04 of the City of Fontana 2019 Local Guidelines for Implementing the California Environmental Quality Act. The pertinent CEQA environmental documents have been attached under separate cover and can also be viewed at https://www.fontana.org/2137/Environmental-Documents

FISCAL IMPACT:

Part No. 1 - None

Part No. 2 - None

MOTION:

Approve staff's recommendation

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING AN ADDENDUM TO THE CITY OF FONTANA GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (EIR) AND SECTION 8.06 OF THE 2019 LOCAL GUIDELINES FOR IMPLEMENTING CEQA, AND DIRECTING STAFF TO FILE THE NOTICE OF DETERMINATION AND APPROVING GENERAL PLAN AMENDMENT NO. 22-006 (PART NO. 1 OF GENERAL PLAN AMENDMENT CYCLE NO. 3 OF 2022) AMENDING THE GENERAL PLAN LAND USE DESIGNATION ON ONE PARCEL OF APPROXIMATELY 1.14 ADJUSTED GROSS ACRES (APN: 0241-051-13) FROM GENERAL COMMERCIAL (C-G) TO MULTI-FAMILY MEDIUM HIGH DENSITY RESIDENTIAL (R-MFMH) AND AMENDING THE GENERAL PLAN LAND USE DESIGNATION ON THREE PARCELS OF APPROXIMATELY 3.06 ADJUSTED GROSS ACRES (APNS: 0241-051-02, -16 AND -32) FROM MULTI-FAMILY MEDIUM HIGH DENSITY RESIDENTIAL (R-MFMH) TO GENERAL COMMERCIAL (C-G)

WHEREAS, the City of Fontana General Plan was adopted by the City Council on November 13, 2018; and

WHEREAS, the combined staff report includes two (2) General Plan amendments associated with MCN21-068 (Redesignation of 6th Cycle Housing Element Properties), and MCN21-120 (Citrus Avenue Residential Development) as part of one motion to comply with state law; and

WHEREAS, on October 4, 2022, the Planning Commission received a staff report and all the information, evidence, and public testimony and recommended approval to the City Council of a General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008; and

WHEREAS, on October 25, 2022, the City Council received a staff report and all the information, evidence, and public testimony and approved General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008; and

WHEREAS, the City Council finds that the proposed update to the General Plan map (Exhibit A) and Zoning Map are compatible with the general objectives of the General Plan, and that both updates directly implement General Plan policy, thereby enhancing consistency between the General Plan and Zoning Map; and

WHEREAS, General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008 are consistent with the goals and polices of the General Plan; and

WHEREAS, on October 4, 2022, the Planning Commission received public testimony and evidence presented by City staff at the Public Hearing held with respect hereto on General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-

008 and recommended approval (with a 3-0 vote) to the City Council by Resolution No. 2022-041; and

WHEREAS notices required by statute of the Fontana City Code have been given as required; and

WHEREAS, the City Council conducted a noticed public hearing on General Plan Amendment No. 22-006 and Zoning Code Amendment No. 22-008 and received testimony from any and all parties, including the staff report and attached supporting documents from the Planning Commission public hearing on October 25, 2022; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred; and

WHEREAS, the proposed General Plan Amendment is considered a "Project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, all parcels identified as part of this application were designated General Commercial (C-G General Plan land use designation/C-2 zoning designation) as of January 1, 2018 and replacement of units under SB 330 is therefore not required; and

WHEREAS, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) which was adopted by the City Council on November 13, 2018 has been prepared for this proposed project pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local CEQA Guidelines; and

WHEREAS, based on the information presented to the City Council at the public hearing held for General Plan Amendment No. 22-006, the testimony received, and the supporting documents in evidence, the City Council found that the proposed project is in conformance with the goals and policies of the General Plan; and

WHEREAS, the City of Fontana wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Fontana as follows:

<u>Section 1</u>. The City Council has reviewed and considered the City of Fontana General Plan EIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The City Council finds that the Addendum and City of Fontana General Plan EIR contain a complete and accurate reporting of all of the environmental impacts associated with the Project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 2. Having considered the Addendum, the administrative record, the City of Fontana General Plan EIR and all written and oral evidence presented to the City Council, the Commission finds that all environmental impacts of the applications have been addressed within the City of Fontana General Plan EIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Projects may result in any significant environmental impacts beyond those analyzed in the City of Fontana General EIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the Projects and reflects the independent judgment and analysis of the City Council.

<u>Section 3.</u> The City Council hereby adopt the Addendum to the EIR for the City of Fontana General Plan (SCH No. 2016021099) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

<u>Section 4.</u> This Resolution shall take effect immediately after the City Council approval of General Plan Amendment No. 22-006 (GPA No. 22-006), provided however, if the Resolution for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or otherwise do not go into effect for any reason, then this Resolution shall be null and void and have no further force and effect.

<u>Section 5.</u> The City of Fontana City Council hereby makes the following findings for General Plan Amendment No. 22-006 (GPA No. 22-006) in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

Finding No. 1: The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.

Findings of Fact:

The proposed General Plan Amendment would update the General Plan land use map to redesignate a one acre site generally located 290 feet east of Juniper Avenue (Accessor Parcel Number 0241-051-13) from General Commercial (C-G) to Multi-Family Medium/High Residential (R-MFMH) and redesignate a three-acre site located at 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family Medium/High Residential (R-MFMH) to General Commercial (C-G). All these changes are shown as part of Exhibit "A" and are required to accommodate development applications received on the associated project sites that will provide the opportunity for further residential and commercial development, which will provide services and amenities to the community and contribute to the enchancement and growth of the area.

Resolution	Nο	2022-
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<u>Section 6</u>. Based on the foregoing, the City Council of the City of Fontana hereby approves GPA No. 22-006 subject to the findings in Sections 1 through 6 herein to this Resolution and incorporated herein by this reference.

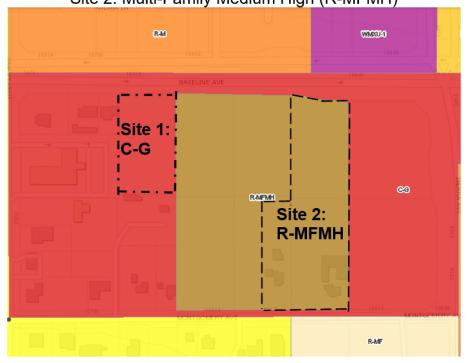
<u>Section 7</u>. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

APPROVED on this 25 th day of October 2022.
READ AND APPROVED AS TO LEGAL FORM;
City Attorney
ATTEST:
I, Germaine McClellan Key, City Clerk of the City of Fontana and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City of Fontana at a regular meeting thereof, held on October 25, 2022 , by the following vote to wit:
AYES: NOES: ABSENT: ABSTAIN:
City Clerk of the City of Fontana
Mayor of the City of Fontana
ATTEST:
City Clerk

Resolution No. 2022-____

"EXHIBIT A"

Existing General Plan Land Use Designation Site 1: General Commercial (C-G) Site 2: Multi-Family Medium High (R-MFMH)



Prposed General Plan Land Use Designation Site 1: Multi-Family Medium High (R-MFMH) Site 2: General Commercial (C-G)





ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF CITY OF FONTANA, APPROVING AN AMENDMENT TO THE ZONING MAP CHANGING THE ZONING DESIGNATION OF ONE PARCEL OF APPROXIMATELY 1.14 ADJUSTED GROSS ACRES (APN: 0241-051-13) FROM GENERAL COMMERCIAL (C-2) TO MULTI-FAMILY MEDIUM HIGH DENSITY RESIDENTIAL (R-4) AND CHANGING THE ZONING DESIGNATION OF THREE PARCELS OF APPROXIMATELY 3.06 ADJUSTED GROSS ACRES (APN: 0241-051-02, -16 AND -32) FROM MULTI-FAMILY MEDIUM HIGH DENSITY RESIDENTIAL (R-4) TO GENERAL COMMERCIAL (C-2),

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

<u>Section 1.</u> On October 4, 2022, the Planning Commission conducted a duly noticed public hearing on Zone Change No. 22-008, received testimony and information from any and all parties, and recommended its approval to the City Council by resolution.

Section 2. After publication of notices, the City Council of the City of Fontana, California conducted a public hearing on Zone Change No. 22-008.

<u>Section 3.</u> Based on the information presented to the City Council at the public hearing held for Zone Change No. 22-008, on October 25, 2022, the testimony received, and the supporting documents in evidence, the City Council found that the proposed amendment is in conformance with the goals and policies of the General Plan.

<u>Section 4.</u> Zone Change No. 22-008 is consistent with the goals and policies of the City of Fontana, General Plan by providing high quality residential development.

<u>Section 5.</u> All parcels identified as part of this application were designated General Commercial (C-G General Plan land use designation/C-2 zoning designation) as of January 1, 2018 and replacement of units under SB 330 is therefore not required.

<u>Section 6.</u> Based on the information in the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199), an Addendum has been prepared for this project pursuant to the California Environmental Quality Act (CEQA) and the 2019 Local Guidelines for Implementing CEQA.

<u>Section 7.</u> The City Council approves Zoning District Map Amendment (Zoning Change) No. 22-008 to amend the zoning designation for Site 1 (APN: 0241-051-

Page 1 of 4
ATTACHMENT NO. 1

Ordinance No
130) consisting of an acre from General Commercial (C-2) to Multi-Family Medium/High Residential (R-4) and for Site 2 (APNs: 0241-051-16, 0241-051-02, and 0241-051-32) consisting of three acres from Multi-Family Medium/High Residential (R-4) to General Commercial (C-2) as shown in Exhibit "A", attached hereto and by this reference incorporated.
Section 8. 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 <u>Fontana Herald News</u> , 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.
APPROVED AND ADOPTED this 25th day of October 2022.
READ AND APPROVED AS TO LEGAL FORM:
City Attorney
City Attorney I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25 th day of October, 2022, and was finally passed and adopted not less than five days thereafter on December 13, 2022, by the following vote to wit:
I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25 th day of October, 2022, and was finally passed and adopted not less than five days thereafter on December 13, 2022, by the following vote
I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25 th day of October, 2022, and was finally passed and adopted not less than five days thereafter on December 13, 2022, by the following vote to wit: AYES: NOES:

Page 2 of 4

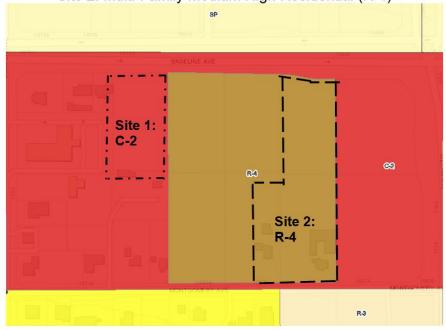
ATTEST:

City Clerk

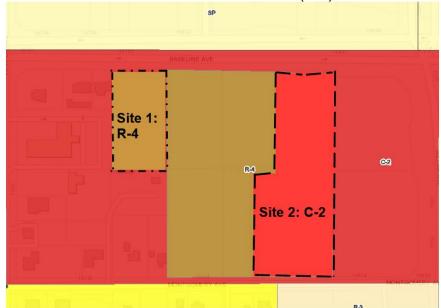
Ordinance No.

"EXHIBIT A"

Existing Zoning Designation Site 1: General Commercial (C-2) Site 2: Multi-Family Medium High Residential (R-4)



Proposed Zoning Designation
Site 1: Multi-Family Medium High Residential (R-4)
Site 2: General Commercial (C-2)







City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

Planning Commission

File #: 21-1736Agenda Date: 10/4/2022Agenda #: PH-ACategory: Public Hearing

FROM:

Planning Department

TITLE:

Master Case No. 22-068; General Plan Amendment No. 22-006 and Zone Change No. 22-008 - A request to amend the general plan land use map and zoning district map in order to provide consistence and cohesiveness for parcels 0241-051-02, -13, -13 and -32 and development sites in the immediate vicinity. (Continued from September 20, 2022)

RECOMMENDATION:

Based on the information contained in this staff report and attached Exhibits, staff recommends that the Planning Commission adopt Resolution No. PC 2022-____; and forward a recommendation to the City Council to:

- Determine that the project has been reviewed under a previous Final Environmental Impact Report, pursuant to Sections 15162 and 5164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016021099); and
- 2. Adopt a Resolution approving General Plan Amendment No. 22-006; and
- 3. Adopt an Ordinance approving Zone Change No. 22-008.

APPLICANT:

City of Fontana 8353 Sierra Avenue Fontana, CA 92335

LOCATION:

The project includes two sites:

Site 1: One parcel located on the south side of Baseline Avenue, approximately 290 feet east of Juniper Avenue (APN 0241-151-13)

Site 2: Three parcels including 16835 Baseline Avenue (APN 0241-051-16), 16818 Montgomery Avenue (APN 0241-051-02) and 16844 Montgomery Avenue (APN 0241-051-32)

REQUEST:

General Plan Amendment No. 22-006 - A request to update General Plan land use map as described below:

File #: 21-1736 **Agenda Date:** 10/4/2022 Category: Public Hearing Agenda #: PH-A

Site 1 - Change the land use designation from General Commercial (C-G) to Multi-Family Medium/High Density Residential (R-MFMH)

Site 2 - Change the land use designation from Multi-Family Medium/High Density Residential (R-MFMH) to General Commercial (C-G)

Zone Change No. 22-008 - A request to update the Zoning District Map as described below:

Site 1 - Change the zoning from General Commercial (C-2) to Multi-Family Medium/High Density Residential (R-4)

Site 2 - Change the zoning from Multi-Family Medium/High Density Residential (R-4) to General Commercial (C-2)

PROJECT PLANNER:

Cecily Session-Goins, Associate Planner

BACKGROUND INFORMATION:

- The 2015-2035 General Plan was approved by the City Council on November 13, 2018.
- One February 8, 2022, the City Council voted unanimously (5-0) approving General Plan Amendment No. 21-007 and Zone Change No. 21-008 to update the General Plan land use map and Zoning District Map to change the general plan land use designation and zoning on multiple properties throughout the City of Multi-Family Medium/High Density Residential (R-MFMH/R-4) and Multi-Family High Density Residential (R-MFH/R-5). Additionally, the boundary for the "R-4 Overlay" was designated. These amendments were made to accommodate the 2021-2029 Regional Housing Needs Allocation (RHNA) allocation, as issued by the department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG).
- On February 8, 2022, the City Council approved zoning and general plan amendments to accommodate the 2021-2029 RHNA allocation, as issued by HCD and SCAG. The amendments were made for parcels throughout the City to ensure there is sufficient capacity for residential units to potentially be developed. Subsequent to approval of the amendments, it was realized that Sites 1 and 2 were changed in error.

PROJECT DESCRIPTION:

On February 8, 2022, the City Council approved zoning and general plan amendments to accommodate the 2021-2029 RHNA allocation, as issued by HCD and SCAG. The amendments were made for parcels throughout the City to ensure there is sufficient capacity for residential units to potentially be developed. Subsequent to approval of the amendments, it was realized that Sites 1 and 2 were changed in error.

The proposed modifications would modify the subject sites and make them consistent with adjacent parcels. This proposal would change Site 1 from its current C-2/C-G designations to R-4/R-MFMH,

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making it consistent with the two (2) adjacent parcels under the same ownership which remained R-4/R-MFMH. This proposal would change Site 2 to from R-4/R-MFMH to C-2/C-G, making it consistent with the adjacent parcels under the same ownership which remain C-2/C-G. *General Plan Amendment No. 22-006:*

The General Commercial (C-G) land use designation allows for the development of retail, wholesale, auto dealerships and offices, including medical offices and clinics, that can serve a broader, regional population.

The Multi-Family Medium/High Density (R-MFMH) land use designation allows for a higher density multi-family development with a density range of 24.1 to 29 dwelling units per acre. Typical development in this residential category would include mixed-use or multi-family housing such as condominiums, townhomes and apartments.

As previously stated, the proposed General Plan Amendment updates the General Plan land use map to change the general plan land use designation on Site 1 from C-G to R-MFMH and Site 2 from R-MFMH to C-G.

Zone Change No. 22-008:

The proposed zone change will change the zoning on Site 1 from General Commercial (C-2) to Multi-Family Medium/High Residential (R-4). Site 2 will be rezoned from Multi-Family Medium/High Density Residential (R-4) to General Commercial (C-2). The proposed changes implement the goals and polices of the General Plan and are consistent with General Plan Amendment No. 22-006, as required by State law.

ANALYSIS:

As referenced above, the City Council approved General Plan Amendment No. 21-007 and Zone Change No. 21-008 on February 8, 2022. This provided the potential for 25,582 housing units, which satisfied and exceeds the City's RHNA allocation of 17,519 housing units and recognizes that all property owners may not be interested in or able to develop their land within the next eight years. With the proposed general plan and zoning land use designations for Sites 1 and 22, there is a net loss of 60 units. Table A below provides a breakdown of the number of housing units gained, lost, and the net total number of units. The proposed changes will not impede on the City's ability to meet the RHNA allocation as the reduction in potential units is not significant and still exceeds the City's RHNA allocation by 8,003 units.

Table A: Total Number of Units		
	With Current Designation	With Proposed Designation
Site #1 (1-acre site)	0	35
Site #2 (3-acre site)	95	0
Total Number of Units	- 60	

As stipulated by Senate Bill 220 (the Housing Crisis Act of 2019) legislation, any change to the land use designation of a parcel which reduces the residential land use density (as allowed under the general plan and zoning in effect on January 1, 2018), must also replace those loss units. In this

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case, all parcels identified as part of this application were designated General Commercial (C-G general plan land use designation/C-2 zoning designation) as of January 1, 2018. replacement of units is not required.

Environmental Finding:

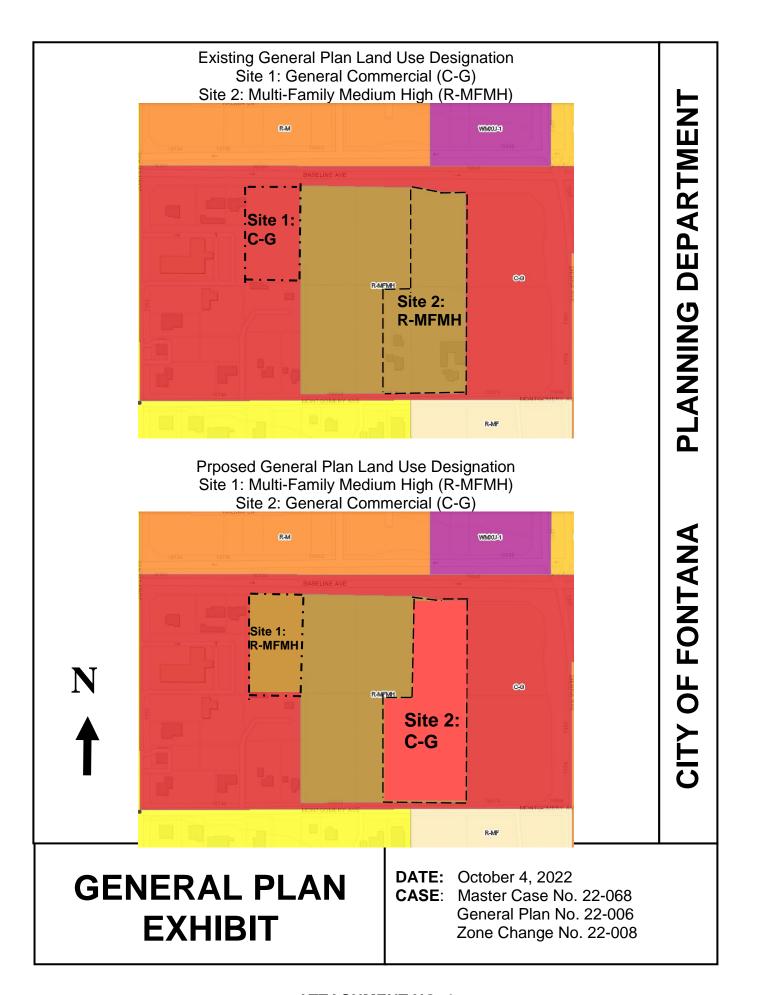
Pursuant to Sections 15162 and 15164 of the California Environmental Quality Act (CEQA) Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an addendum to the comprehensive update to the General Plan (Fontana Forward General Plan Update 2015-2035 Final Environmental Impact Report (FEIR), State Clearinghouse No. 2016021099, dated August 10, 2018, has been prepared for the proposed project and adequately identified any potential impacts associated with this project. The proposed project does not represent significant changes to the approved FEIR related to CEQA since it does not change the assumptions, analysis, conclusions or mitigation. The components of the proposed project do not alter the EIR project's significance conclusions or represent significant new information. Additionally, the proposed project does not require major revisions to the aforementioned EIR, does not lead to new significant environmental effects, or does not lead to substantial increase in the severity of previously identified The proposed project does not trigger any of the conditions that warrant significant effects. preparation of a Subsequent EIR. Therefore, an Addendum to the EIR has been prepared for this proposed project and no further/additional CEQA review is required. Therefore, a Notice of Determination has been prepared. Below is a link to the City of Fontana General Plan EIR: https://www.fontana.org/2632/General-Plan-Update-2015---2035

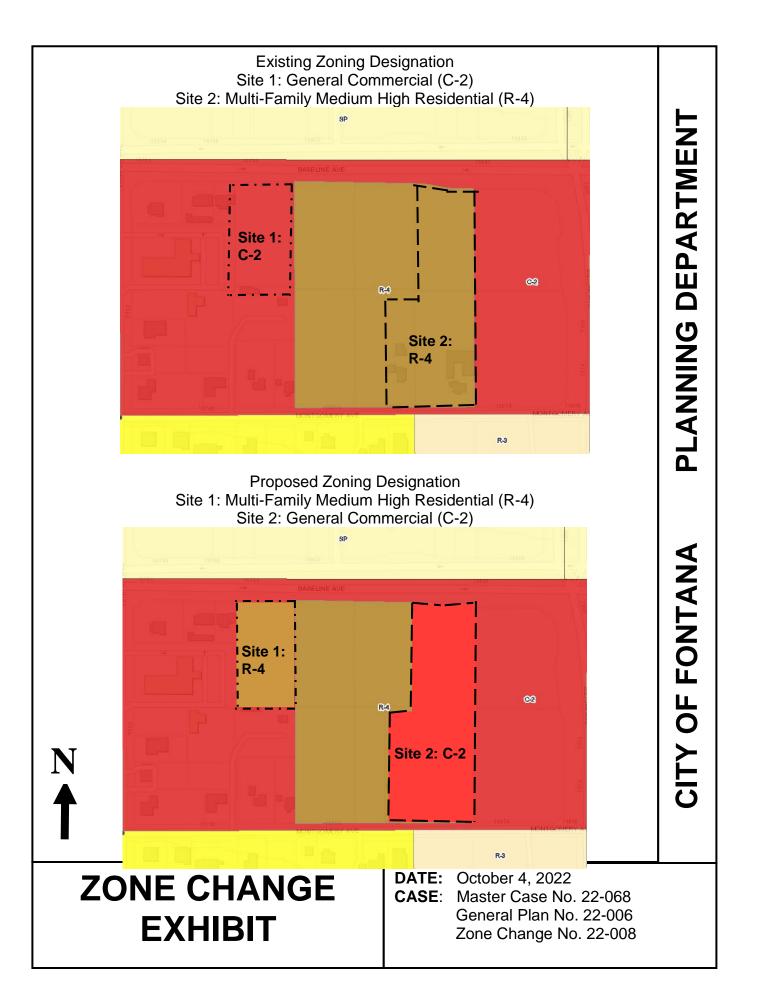
MOTION:

Approve staff's recommendation

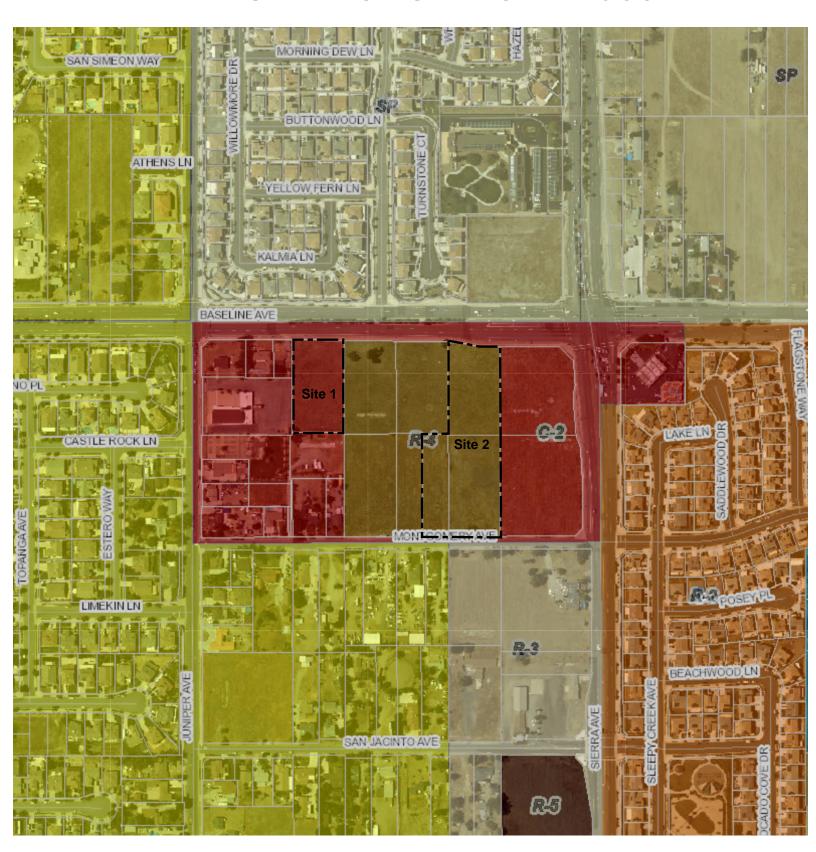
ATTACHMENTS:

- General Plan Amendment Exhibit
- 2. Zoning Amendment Exhibit
- 3. Project Aerial Map
- 4. Planning Commission Resolution
- Addendum to the General Plan EIR
- 6. Public Hearing Notice





MASTER CASE NO. 22-068



RESOLUTION PC NO. 2022-___

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT 22-006 AND ADOPT AN ORDINANCE APPROVING ZONE CHANGE NO. 22-008.

WHEREAS, MCN22-068 is a request to recommend to the City Council approval of General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008 as detailed below:

- General Plan Amendment No. 22-006 to amend the General Plan land use map
 to redesignate a one-acre site located on the south side of Baseline Road
 approximately 290 feet east of Juniper Avenue (Accessor Parcel Number 0241051-13) from General Commercial (C-G) to Multi-Family Medium/High
 Residential (R-MFMH) and redesignate a three-acre site located at 16818
 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue
 (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family
 Medium/High Residential (R-MFMH) to General Commercial (C-G).
- Zone Change No. 22-008 to update the Zoning District Map to redesignate the zoning on a one-acre site (Accessor Parcel Number 0241-051-13) from General Commercial (C-2) to Multi-Family Medium/High Residential (R-4) and redesignate a three-acre site located at 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family Medium/High Residential (R-4) to General Commercial (C-2).

Project Applicant: City of Fontana, Planning Department

Project Location: Assessor Parcel Numbers 0241-051-02, -13, -16 and -32

WHEREAS, the City of Fontana wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and

WHEREAS, the proposed General Plan Amendment and Zone Change are considered a "Project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, the 2015-2035 General Plan was approved by City Council on November 13, 2018 and included the Certification of an Environmental Impact Report (State Clearinghouse No. 2016021099) that analyze all potential adverse environmental impacts pursuant to the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) ("CEQA"), and the State CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.) :and

ATTACHMENT NO. 4

- WHEREAS, On February 8, 2022, the City Council voted unanimously (5-0) approving General Plan Amendment No. 21-007 and Zone Change No. 21-008, changing the General Plan land use designation and zone change of approximately 160 properties within the City to zoning that would allow development of affordable multi-family housing consistent with the adopted 2021-2029 Housing Element; and
- WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code section 21166 and State CEQA Guidelines Section 15162 require additional environmental review; and
- **WHEREAS**, by way of preparation of an addendum for each project site, staff evaluated the proposed projects in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166, State CEQA Guidelines section 15162 and City of Fontana's 2019 Local Guidelines for Implementing CEQA by preparing an Initial Study and accompanying technical reports (Addendum); and
- **WHEREAS**, based on that evaluation, staff concluded that the FEIR fully analyzed and mitigated, where feasible, all potentially significant environmental impacts, if any, that would result from the Proposed Projects, and therefore, no subsequent EIR or mitigated negative declaration is required; and
- **WHEREAS,** pursuant to State CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the FEIR; and
- **WHEREAS,** all of the notices required by statute or the City Municipal Code have been given as required; and
- **WHEREAS,** General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008 are consistent with the goals and polices of the General Plan; and,
- **WHEREAS** notices required by statute of the Fontana City Code have been given as required; and
- WHEREAS, on September 20, 2022, the Planning Commission received a staff report and all the information, evidence, and public testimony and considered General Plan Amendment No. 22-006 and Zone Change Amendment No. 22-008; and
- **WHEREAS**, the Planning Commission finds that the proposed update to the General Plan Map and the Zoning Map will be in conformity with good land use practice and is intended to facilitate ease of use and understanding, as well as to establish appropriate development standards and land use designations; and,
- WHEREAS, the Planning Commission carefully considered all information pertaining to the proposed project, including the staff report, findings, and all the

information, evidence, and testimony presented at its public hearing on September 20, 2022; and,

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

NOW, **THEREFORE**, the Planning Commission RESOLVES as follows:

Section 1. Recitals. The above recitals are incorporated herein by reference.

<u>Section 2.</u> Compliance with California Environmental Quality Act. As the decision-making body for the Project, the Planning Commission has reviewed and considered the comprehensive update to the General Plan (Fontana Forward General Plan Update 2015-2035 Final Environmental Impact Report, State Clearinghouse Number 2016021099, dated August 10, 2018), any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The Planning Commission finds that the Addendum to the FEIR contains a complete and accurate reporting of all of the environmental impacts associated with the Project. The Planning Commission further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 6.21 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

<u>Section 3.</u> Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the City of Fontana General Plan EIR, and all related information presented to the Planning Commission, the Commission finds that the Projects of the proposed land use designations and zoning were adequately analyzed in the City of Fontana General Plan EIR. Therefore, pursuant to State CEQA section 15164 and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the City of Fontana General Plan EIR is the appropriate document for each project.

The Planning Commission further finds that the preparation of a subsequent or supplemental EIR is not required for the proposed Projects because the Projects:

- A. Will not result in substantial changes that would require major revisions of the City of Fontana General Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- B. Will not result in substantial changes with respect to the circumstances under which the Proposed Projects are developed that would require major revisions of the City of Fontana General Plan EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- C. Does not present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the

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time the City of Fontana General Plan EIR documents were certified showing any of the following:

- (i) The proposed Project would have one or more significant effects not discussed in the EIR;
- (ii) That significant effects previously examined would be substantially more severe than shown in the EIR;
- (iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the lead agency declined to adopt such measures; and
- (iv) That mitigation measures or alternatives considerably different from those analyzed would substantially reduce one or more significant effects on the environment, but which the lead agency declined to adopt.

<u>Section 4.</u> Findings on Environmental Impacts. Having considered the administrative record, the City of Fontana General Plan EIR and all written and oral evidence presented to the Planning Commission, the Commission finds that all environmental impacts of the applications have been addressed within the City of Fontana General Plan EIR. The Planning Commission finds that no new or additional mitigation measures or alternatives are required. The Planning Commission further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Projects may result in any significant environmental impacts beyond those analyzed in the City of Fontana General EIR.

Section 5. Adoption of the Addendum to the City of Fontana General Plan EIR. The Planning Commission hereby recommends to the City Council adoption of the Addendum to the EIR for the City of Fontana General Plan (SCH No. 2016021099) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 6. Recitals. The above recitals are incorporated herein by reference.

<u>Section 7.</u> The City of Fontana Planning Commission hereby makes the following findings for General Plan Amendment No. 22-006 in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

Finding No. 1: The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.

Findings of Fact: The proposed General Plan Amendment is to update the General Plan land use map to redesignate a one acre site generally located 290 feet east of Juniper Avenue (Accessor Parcel Number 0241-051-13) from General Commercial (C-G) to Multi-Family

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Medium/High Residential (R-MFMH) and redesignate a three-acre site located at 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family Medium/High Residential (R-MFMH) to General Commercial (C-G). All these changes are shown as part of Exhibit "A" and are required to correct an error made as part of land use designation amendments made to accommodate the Regional Hosing Needs Allocation (RHNA) as required by the California Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG). Additionally, the changes shown in Exhibit "A" will create consistency among parcels under common ownership and will accommodate a development application we received on one of the associated project sites.

<u>Section 8.</u> The City of Fontana Planning Commission hereby makes the following findings for Zone Change No. 22-008 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding No. 1:

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

Findings of Fact:

This zone change is to update the Zoning District Map to redesignate the zoning on a one-acre site generally located 290 feet east of Juniper Avenue(Accessor Parcel Number 0241-051-13) from General Commercial (C-2) to Multi-Family Medium/High Residential (R-4) and redesignate a three-acre site located at 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family Medium/High Residential (R-4) to General Commercial (C-2). All these changes are shown as part of Exhibit "B" and are required to correct an error made as part of land use designation amendments made to accommodate the Regional Hosing Needs Allocation (RHNA) as required by the California Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG). Additionally, the changes shown in Exhibit "B" will create consistency among parcels under common ownership and will accommodate a development application we received on one of the associated project sites.

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<u>Section 9.</u> The Planning Commission hereby recommends approval of General Plan Amendment No. 22-006 and Zoning Change No. 22-008, subject to the Findings listed in Sections 7 through 8. Based on the foregoing, the City of Fontana Planning Commission recommends that the City Council adopts a resolution adopting the Addendum to the City of and direct staff to file the Notice of Determination and approving General Plan Amendment No. 22-006 and Zoning Change No. 22-008 subject to the findings as indicated herein.

<u>Section 10</u>. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

<u>Section 11.</u> The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 20th day of September 2022.

City of Fontana	
Cathline Fort, Chairperson	
ATTEST:	
California, do hereby certify that t	the Planning Commission of the City of Fontana, he foregoing resolution was duly and regularly on at a regular meeting thereof, held on this 20 th wing vote, to-wit:
AYES: NOES: ABSENT: ABSTAIN:	
Lillia Canala a Canalana	
Idilio Sanchez, Secretary	

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GENERAL PLAN AMENDMENT NO. 22-006 AND ZONE CHANGE NO. 22-008 ADDENDUM TO THE FONTANA FORWARD GENERAL PLAN UPDATE 2015-2035

City of Fontana
Planning Department
8353 Sierra Avenue
Fontana, California 92335

September 20, 2022

INTRODUCTION

Introduction and Purpose

In 2018, the City of Fontana certified a final EIR for a comprehensive update to the General Plan (Fontana Forward General Plan Update 2015-2035 Final Environmental Impact Report, State Clearinghouse Number 2016021099, dated August 10, 2018). The certified EIR discussed the potential environmental impacts (both direct and indirect impacts) on various resources associated with future development allowed under the General Plan update and included a thorough analysis of the estimated build out of the City through the horizon year 2035. The EIR estimated new development for residential, commercial, and industrial uses throughout the City.

According to the Draft EIR for Fontana Forward, Fontana's population in 2035 is forecasted to be 269,066 people in 70,560 households, which is an increase from the 2016 population by almost 60,000 people, or about 17,200 households. The General Plan buildout plans for approximately 95 million square feet of new commercial and industrial development. The EIR found that, with implementation of the policies and programs contained in the General Plan and recommended mitigation measures, all impacts (direct and indirect) associated with future development under the General Plan update would be less than significant.

On February 8, 2022, the City Council approved zoning and general plan amendments to implement the policies of the 2021-2029 Housing Element and accommodate the City's 2021-2029 Regional Housing Needs Allocation (RHNA). In connection with that action, the City prepared an Addendum to the Fontana Forward General Plan Update 2015-2035 EIR.

The City has subsequently determined that one parcel ("Site 1") that should have been included in the February 2022 GPA/rezone was inadvertently omitted and that three parcels ("Site 2") that were included GPA/rezone should not have been. The proposed GPA and Zone Change ("Project") would correct those issues by returning Site 2 to its preexisting GP designation and zoning (General Commercial) and by designating/zoning Site 1 for multifamily use.

The City, as the Lead Agency, has determined that the proposed project is subject to CEQA Guidelines and regulations (Public Resources Code (PRC) Sections 21000-21177). This Addendum to the General Plan (Fontana Forward General Plan Update 2015-2035 Final Environmental Impact Report, State Clearinghouse Number 2016021099has been prepared by the City to analyze the potential impacts associated with the Project and satisfy the requirements of CEQA Guidelines Section 15164, Addendum to an EIR or Negative Declaration.

Statutory Authority and Requirements

CEQA Guidelines Section 15164 states the following with respect to an Addendum to an EIR:

a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

- b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

CEQA Guidelines Section 15162, *Subsequent EIRs and Negative Declarations*, states the following with respect to Subsequent EIRs:

- (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

CEQA Compliance

CEQA Guidelines Section 15164 allows preparation of an Addendum to a previously certified EIR if only minor technical changes or additions are necessary, but none of the conditions calling for preparation of a Subsequent EIR have occurred. The City has determined that the proposed Project does not necessitate any changes/additions to the Fontana Forward EIR, and none of the conditions calling for preparation of a Subsequent EIR have occurred for the following reasons:

- The proposed Project does not require major revisions to the EIR. No new significant environmental effect or substantial increase in the severity of previously identified significant effects would occur with implementation of the proposed Project.
- Substantial changes have not occurred with respect to the circumstances under which the
 proposed Project would be undertaken. Thus, revisions of the EIR due to the involvement of new
 significant environmental effects or a substantial increase in the severity of previously identified
 significant effects are not required.
- The new available information does not show the proposed Project would have any new significant effects not already analyzed in the EIR, or that the significant effects previously examined would be substantially more severe than shown in the EIR.

Since the proposed Project does not trigger any of the conditions that warrant preparation of a Subsequent EIR, the City has determined that preparation of an Addendum is appropriate.

Incorporation by Reference

The documents outlined below, which were utilized during preparation of this Addendum and has been incorporated by reference. These documents are available for public inspection at the City Planning Department at 8353 Sierra Avenue, Fontana, and on the City's website at https://www.fontana.org/index.aspx?nid=834.

<u>City of Fontana General Plan, Fontana Forward 2015-2035.</u> In 2018, the City of Fontana certified a final EIR for a comprehensive update to the General Plan (Fontana Forward General Plan Update 2015-2035 Final Environmental Impact Report, State Clearinghouse Number 2016021099, dated August 10, 2018). The certified EIR discussed the potential environmental impacts (both direct and indirect impacts) on

various resources associated with future development allowed under the General Plan update and included a thorough analysis of the estimated build out of the City through the horizon year 2035.

Addendum to City of Fontana General Plan, Fontana Forward 2015-2035. On February 8, 2022, the City Council approved zoning and general plan amendments that implemented the policies of the 2021-2029 Housing Element and demonstrate that there are adequate sites that are appropriately zoned on which to develop the housing to meet the City's 6th Cycle Regional Housing Needs Allocation (RHNA). In connection with that action, the City prepared an Addendum to the Fontana Forward General Plan Update 2015-2035 EIR, which indicated the amendments would not result in any signfiicant new or more severe environmental impacts.

City of Fontana Municipal Code, as (continuously) updated. The Fontana Municipal Code (Municipal Code) establishes detailed zoning districts and regulations based on the General Plan. The Fontana Zoning and Development Code (Municipal Code Chapter 30) serves as the primary implementation tool for the General Plan. Whereas the General Plan is a policy document that sets forth direction for development decisions, the Zoning Code is a regulatory document that establishes specific standards for the use and development of all properties in the City. The Zoning Code regulates development intensity using a variety of methods, such as setting limits on building setbacks, yard landscaping standards, and building heights. The Zoning Code also indicates which land uses are permitted in the various zones. The Municipal Code includes all of the City's zoning ordinance provisions and has been supplemented over time to include other related procedures such as subdivision regulations, environmental review procedures, and an advertising and sign code. Municipal code regulations and maps must be consistent with the General Plan land uses, policies, and implementation programs. The Municipal Code is referenced throughout this Addendum to establish the proposed Project's baseline requirements according to the City's regulatory framework.

Project Location

The project includes two sites:

Site 1 – One parcel located on the south side of Baseline Road approximately 290 feet east of Juniper Avenue (APN 0241-051-13)

Site 2 – Three parcels including 16835 Baseline Avenue (APN: 0241-051-16), 16818 Montgomery Avenue (APN: 0241-051-02) and 16844 Montgomery Avenue (APN: 0241-051-32)

Proposed project

On February 8, 2022, the City Council approved zoning and general plan amendments to implement the policies of the 2021-2029 Housing Element and accomodate the City's 6th Cycle Regional Housing Needs Allocation (RHNA). However, Site 1 was inadvertently left out of the adopted general plan and zoning amendments, despite the fact that it is under the same ownership as adjacent parcels to the east that were designated/rezoned for residential use. In addition, Site 2 was inadvertently included among the properties that were redesignated from commercial to residential, despite the fact that its ownership did not wish it to be included and adjacent parcels under the same ownership were not included.

Adoption of General Plan Amendment 22-006 and Zone Change 22-008 will thus clean up the changes previously made as part of the Housing Element update to provide more consistency and cohesiveness and will complete the land use changes recommended in the 2021-2029 Housing Element.

Analysis

General Plan Amendment No. 22-006:

The proposed General Plan Amendment updates the General Plan land use map to changing the general plan land use designation on Site 1 from General Commercial (C-G) to Multi-Family Medium/High Residential (R-MFMH) and to revert Site 2 from Multi-Family Medium/High Residential (R-MFMH) to General Commercial (C-G) (its designation prior to the February 2022 GPA/rezone).

Zone Change Amendment No 21-008:

The proposed zone change update will change the zoning on Site 1 from General Commercial (C-2) to Multi-Family Medium/High Residential (R-4). Site 2 will be rezoned from Multi-Family Medium/High Residential (R-4) back to General Commercial (C-2) (its designation prior to the February 2022 GPA/rezone). The proposed changes implement the goals and policies of the general plan and are consistent with GPA No. 22-006, as required under State law.

When the City Council approved the General Plan and Zone changes on February 8, 2022, it provided the potential for 25,582 housing units, which satisfies the City's RHNA allocation of 17,519 housing units and recognizes that all property owners may not be interested in or able to develop their land within the next 8 years. With the proposed general plan and zoning land use designations for Site 1 and 2, there is a net loss of 60 units. **Table A** below provides a breakdown of the number of housing units gained, lost, and the net total number of units. The proposed changes will not impede on the City's ability to meet the RHNA number because this decrease is within the range of the RHNA allocation of 17, 519 and is consistent with the General Plan and Housing Element.

Table A: Total Number of Units				
	With Current Designation	With Proposed Designation		
Site #1 (1-acre site)	0	35		
Site #2 (3-acre site)	95	0		
Total Number of Units	- 60	·		

All of the land in the Project area was previously designated as commercial, prior to the February 2022 GPA/rezone. The prior addendum considered the impact of designating several lots as residential and concluded there was no impact. As described above, the City has now determined that an error was made with respect to the sites identified for redesignation for residential use. The City is correcting that error by returning 3 lots (Site 2) to their original commercial designation, and designating one lot for residential

use. Because the acreage/number of lots being rezoned for residential is less than indicated in the prior addendum, the proposed action will not result in any new or more severe impact than described in the prior addendum.

Further, future development projects on the project site involving new construction of residential and/or commercial uses will continue to be subject to an Administrative Site Plan/Design Review, in which a project-specific analysis based on location and project details will be conducted, subject to CEQA review/documentation. Therefore, all future development projects on the subject site will be subject to CEQA, standard Conditions of Approval, and all other State/Federal/Local requirements.



NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

Master Case No. 22-068, General Plan Amendment No. 22-006 and Zone Change No. 22-008

The applicant, City of Fontana, is proposing to update the General Plan land use map and Zoning Map to redesignate an acre site (Accessor Parcel Number 0241-051-13) from General Commercial to Multi-Family Medium/High Residential and redesignate a three-acre site located at 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32) from Multi-Family Medium/High Residential to General Commercial.

Environmental Determination:

An Addendum to the City of Fontana General Plan Program Environmental Impact Report (State Clearinghouse [SCH] No. 2016020199) has been prepared for this proposed project. The aforementioned EIR adopted by the City Council on November 13, 2018, anticipated the proposed project and adequately identified any potential impacts associated with this project; therefore, a Notice of Determination has been prepared pursuant to Sections 15162 and 15164 of the California Environmental Quality Act and per Section 6.04 of the City of Fontana 2019 Local Guidelines for Implementing the California Environmental Quality Act.

Location:

Site #1 (1-Acre) - APN: 0241-051-13

Site #2 (3-Acres) - 16818 Montgomery Avenue, 16844 Montgomery Avenue, and 16835 Baseline Avenue (Accessor Parcel Numbers 0241-051-02, -16, and -32)





<u>Date of Hearing:</u> September 20, 2022

Place of Hearing: City Hall Council Chambers

8353 Sierra Avenue Fontana, CA 92335

Time of Hearing: 6:00 P.M.

Should you have any questions concerning this project, please contact **Cecily Session-Goins**, **Associate Planner**, at (909) 350-6723 or <u>csgoins@fontana.org</u>.

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DEPARTMENT, CITY HALL.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.



Planning Commission

Minutes

Cathline Fort, Chair
Raj Sangha, Vice Chair
Idilio Sanchez, Secretary
Matthew Gordon, Commissioner
Ralph Thrasher, Commissioner

Tuesday, October 4, 2022 6:00 P.M. G

Grover W. Taylor Council Chambers

PUBLIC HEARINGS:

PH-A Master Case No. 22-068; General Plan Amendment No. 22-006 and Zone Change No. 22-008 - A request to amend the general plan land use map and zoning district map in order to provide consistency and cohesiveness for parcels 0241-051-02, -13, -13 and -32 and development sites in the immediate vicinity. (Continued from September 20, 2022).

Secretary Sanchez opened the Public Hearing

Cecily Session-Goins, Associate Planner presented the staff report.

No one spoke in favor or opposition of this item.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information contained in this staff report and attached Exhibits, staff recommends that the Planning Commission adopt Resolution No. PC 2022-041; and forward a recommendation to the City Council to:

1. Determine that the project has been reviewed under a previous Final Environmental Impact Report, pursuant to Sections 15162 and 5164 of the

California Environmental Quality Act (CEQA) Guidelines and Section 8.10 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the City of Fontana General Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2016021099); and

- 2. Adopt a Resolution approving General Plan Amendment No. 22-006; and
- 3. Adopt an Ordinance approving Zone Change No. 22-008.

ACTION: Motion was made by Secretary Thrasher, seconded by Commissioner Gordon, and passed by a vote of 3-0-2 to adopt Resolution PC No. 2022-041 and approve Master Case No. 22-068; General Plan Amendment No. 22-006 and Zone Change No. 22-008 - A request to amend the general plan land use map and zoning district map in order to provide consistency and cohesiveness for parcels 0241-051-02, -13, -13 and -32 and development sites in the immediate vicinity.

The motion carried by the following vote: AYES: Sanchez, Gordon, Thrasher; NOES: None; ABSTAIN: None; ABSENT: Fort and Sangha



RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, ADOPTING THE MITIGATED NEGATIVE DECLARATION PURSUANT TO SECTION 15070 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND SECTION 6.04 OF THE 2019 LOCAL GUIDELINES FOR IMPLEMENTING CEQA, APPROVING GENERAL PLAN AMENDMENT NO. 21-008 (PART NO. 2 OF GENERAL PLAN AMENDMENT CYCLE NO. 3 OF 2022) AMENDING THE GENERAL PLAN LAND USE DESIGNATION ON APPROXIMATELY 4.6 ADJUSTED GROSS ACRES (APN: 0240-011-17) FROM GENERAL-COMMERCIAL (C-G) TO MULTI FAMILY RESIDENTIAL (R-MF) AND REMOVING THE SITE FROM THE FONTANA AUTO CENTER OVERLAY, APPROVING TENTATIVE TRACT MAP NO. 20521 (TTM NO. 21-007) TO ESTABLISH 68 ATTACHED MULTI-FAMILY RESIDENTIAL CONDOMINIUM UNITS AND APPROVING DESIGN REVIEW NO. 21-043 FOR THE DEVELOPMENT OF 68 ATTACHED MULTI-FAMILY UNITS WITH AMENITIES, LANDSCAPING AND PARKING.

WHEREAS, the combined staff report includes two (2) General Plan amendments associated with MCN21-068 (Redesignation of 6th Cycle Housing Element Properties), and MCN21-120 (Citrus Avenue Residential Development) as part of one motion to comply with state law; and

WHEREAS, the City of Fontana General Plan was adopted by the City Council on November 13, 2018; and,

WHEREAS, on December 7, 2021, the applicant submitted a request for a General Plan Amendment No. 21-008 to change the land use designation from General-Commercial (C-G) to Multi Family Residential (R-MF), and remove the project site from the Auto Center Overlay District on approximately 4.6 adjusted gross acres of a single parcel (APN: 0240-011-17) (see attached Exhibit "A"), a Tentative Tract Map No. 20521 (TTM No. 21-007), to allow 68 attached multi-family units to be sold separately, and Design Review Project No. 21-043 for the site review of a 68 attached multi-family unit project with associated site improvements including landscaping, parking and amenities; and

WHEREAS, all the notices required by statute and the Fontana City Code have been given as required; and

WHEREAS, the subject site includes one parcel that was annexed from San Bernardino County into the City of Fontana on October 8, 1981; and

WHEREAS, on October 4, 2022, the Planning Commission received a staff report and all the information, evidence, and public testimony and considered General Plan Amendment No. 21-008, Zoning Code Amendment No. 21-010, Tentative Tract Map No. 20521 (TTM No. 21-007) and Design Review No. 21-043; and

WHEREAS, on October 25, 2022, the City Council conducted a noticed public hearing on General Plan Amendment No. 21-008, Zoning Code Amendment No. 21-010, Tentative Tract Map No. 20521 (TTM No. 21-007), and Design Review No. 21-043 received testimony from any and all parties, including the staff report and attached supporting documents from the Planning Commission public hearing on October 4, 2022, as well as testimony from the project applicant and others; and

WHEREAS, based on the information presented to the City Council at the public hearing held for General Plan Amendment No. 21-008 and Zoning Code Amendment No. 21-010 along with other entitlements referred herein, the testimony received, and the supporting documents in evidence, the City Council found that the proposed amendment and project is in conformance with the goals and policies of the General Plan as referred herein; and

WHEREAS, all impacts of the project were fully examined and mitigated, therefore, the preparation of a Mitigated Negative Declaration was the appropriate CEQA document to support the City's consideration of the project, as outlined in CEQA Guidelines §15130. The City Council finds that the Mitigated Negative Declaration contains a complete and accurate reporting of all the environmental impacts associated with the project and a Notice of Determination has been prepared for the City Council's consideration; and

WHEREAS, the City of Fontana wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "B"** for Tentative Tract Map No. 20521 (TTM No. 21-007) and **Exhibit "C"** for Design Review Project No. 21-043; and

<u>Section 1.</u> The City of Fontana City Council hereby makes the following findings for General Plan Amendment No. 21-008 in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

Finding:

The purpose and intent is to keep an updated General Plan to reflect the current desires and needs of the citizens for the long-term growth of the City.

Findings of Fact:

The applicant is proposing to remove the project site from the Auto Center Overlay District and modify the General Plan Land Use design to change the project site to Multi Family (R-MF). This would allow the developer to build 68 attached multi-family units. Currently, there is a demand for housing in Fontana and throughout the region which the project will address with an attractive housing development that will provide a desirable space with landscaping, amenities and high-quality architecture.

<u>Section 2.</u> The City of Fontana City Council hereby makes the following findings for Tentative Tract Map No. 20521 (TTM No. 21-007) in accordance with Section 26-55 (e) "Findings for approval of tentative tract map" of the Fontana Subdivision Code:

Finding No. 1: The proposed map is consistent with the City's General Plan and any applicable specific plan.

Findings of Fact:

The Tentative Tract Map is a request for condominium units to be established on a lot that is approximately 4.6 acres. The project is proposed with attached residential units and is within the proposed density range of the R-3 Zoning District which allows a density of 12-24 units per acre. The proposed lot would be consistent with the proposed General Plan designation for the project site and the regulations of the R-3 Zoning District. The project meets the zoning requirements for setbacks, landscaping, lot coverage, open space, architecture and wall standards.

Finding No. 2: The design and improvements of the proposed tentative tract map is consistent with the General Plan and any applicable specific plan.

Findings of Fact:

The design of the proposed project would be consistent with the proposed General Plan. Street improvements including curb, gutter, and requirements of the Community Mobility and Circulation chapter of the General Plan, Subdivisions (Chapter 26), and the Zoning and Development Code (Chapter 30) have been met. This project is required to connect to the City's sewer system. Additionally, the project has been reviewed by the Engineering Department and San Bernardino County Fire Department for safety and access.

Finding No. 3: The site is physically suitable for the type and density of development proposed.

Findings of Fact:

The project size, shape, and topography are suitable for this type and density of development. The project site is approximately 4.6 acres and accommodates the proposed 68 attached residential units within the R-3 Zoning District. All street improvements will be constructed pursuant to applicable building, zoning, and fire code standards, as mentioned in Finding No. 2 above. Access to this proposed project site will be provided via Citrus Avenue which is classified as a Primary Highway in the Hierarchy of Streets Plan.

Finding No. 4: The design of the tentative tract map or the proposed improvements are not likely to cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact:

The design of the Tentative Tract Map and the proposed improvements comply with the City of Fontana's Municipal Code requirements, Conditions of Approval (referenced herein), and will not cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. A Notice of Determination has been prepared for the proposed project pursuant to Section No. 15070 of the California Environmental Act (CEQA) and pursuant to Section No. 6.04 of the 2019 Local Guidelines for Implementing CEQA an Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program. The project is not anticipated to have a significant effect on the environment.

Finding No. 5: The design of the tentative tract map or type of improvements will not cause serious public health problems.

Findings of Fact:

The design of the subdivision complies with the City of Fontana's Municipal Code requirements. The improvements associated with the subdivision such as street driveway access, underground utilities, and parkway landscaping will be constructed and have been designed as part of this project pursuant to the Zoning and Development Code and Fontana Municipal Code. Additional improvements such as water connection will be built pursuant to applicable building, zoning, and fire code standards; therefore, the project shall promote the public health, safety, and welfare of the surrounding community and will not cause public health problems. The project was reviewed by the Fontana Fire District and Building and Safety, and the appropriate conditions have been placed on the project.

Finding No. 6: The design of the tentative tract map or the types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact: The design of the tentative tract map and improvements will not conflict with any access easements acquired by the public. The proposed project site will be accessed from Citrus Avenue. Currently there are no other public access easements through or within the proposed subdivision.

<u>Section 3</u>. The City of Fontana City Council hereby makes the following findings for Design Review No. 21-043 in accordance with Section 30-120 "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: This proposal meets or exceeds the criteria contained in Division 2 of the Zoning and Development Code and will result in an appropriate and desirable development.

Findings of Fact:

The project, as proposed, is a request for the site and architectural design for the proposed 68 attached residential units within the R-3 District. The units will range in size from 1,422 to 1,554 square feet and every unit is proposed to be three (3) bedrooms. The project meets or exceeds the criteria contained in the Design Review section of the Zoning and Development Code and the requirements of the R-3 Zoning District. These requirements include standards for setbacks, landscaping, lot coverage, community entries, architecture and wall standards. The proposed architecture design is high quality Contemporary Craftsman which is desirable for the immediate community. The Design Review includes site and architectural review of an approximate 4.6-acre site. If approved, the density will be 14.8 units per acre which is within the twelve (12) to twenty-four (24) units per acre range permitted in the R-3 District. Additionally, 47,122 square feet of open space is prosed including landscaping, private yards, a tot lot, bar-b-que area, park furniture, dog park and cornhole games. Paseos are proposed with trees, shrubs, benches and groundcover with broad spaces between buildings. The project will be an appropriate and desirable development for the area. This project meets or exceeds the criteria contained in the Design Review section of the Fontana Zoning and Development Code.

Finding No. 2: The proposal is in its design and appearance is aesthetically and architecturally pleasing while enhancing the character of the surrounding neighborhood.

Findings of Fact:

The proposed detached residential units reach a maximum height of twenty-six (26) feet and eight (8) inches. The architectural theme is identified as "Contemporary Craftsman" and features three attractive color designs. Each color style will reflect light earth tone warm colors and vibrant accent colors. Architectural relief utilized for the proposed project consists of decorative window treatments, varied roof lines, architectural "pop-outs," porches, grouped windows, and other features appropriate for the architecture. The use of a variety of colors and decorative shutters will add architectural diversity to each plan. All units are designed with concrete tile roofing material coordinated to match the color scheme of the project elevation. All Plans are proposed as two (2) story structures. Additionally, garage doors will incorporate varied door colors, windows and patterns appropriate for each plan. Landscaping is included to provide shade, screening and to beautify the site. The proposed architecture as

described above is consistent with the requirements in the Zoning Code.

Finding No. 3: The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact: The proposed development complies with the Zoning and

Development Code. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, open space, lighting, driveways, sidewalks and decorative paving which are appropriate and will result in a well-designed residential community.

Finding No. 4: The proposal is consistent with the General Plan and applicable Specific Plan.

Findings of Fact: The proposed General Plan land use designation of Multi Family

Residential (R-MF) provides for a consistent blend of residential development and is intended to accommodate higher density residential development. The proposed project is within the proposed R-3 Zoning District and will have an average density of 14.8 dwelling units per acre which is within the range of twelve (12) to twenty-four

(24) units per acre as indicated in the R-3 District.

Finding No. 5: The proposal promotes the public health, safety, and welfare of the community.

of the community

Findings of Fact: The proposed project as described in the above findings will result in

the construction of sixty-eight (68) attached units. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and standards, and therefore, shall promote the public health,

safety, and welfare of the surrounding community.

NOW, THEREFORE, the City Council RESOLVES as follows:

<u>Section 4.</u> The City Council hereby adopts the Mitigated Negative Declaration for the proposed project. The City Council finds that the Mitigated Negative Declaration contains a complete and accurate reporting of all the environmental impacts associated with the Project. The City Council further finds that the Mitigated Negative Declaration has been completed in compliance with CEQA, 2019 Local Guidelines for Implementing the California Environmental Quality Act, and the State CEQA Guidelines.

<u>Section 5.</u> Based on the foregoing, the City Council of the City of Fontana hereby approves General Plan Amendment No. 21-008 attached as **Exhibit** "A" to this Resolution and incorporated herein by this reference.

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City Attorney

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<u>Section 6.</u> Based on the foregoing, the City Council of the City of Fontana hereby approves Tentative Tract Map No. 20521, (TTM No. 21-007) subject to the Conditions of Approval, which are attached hereto as **Exhibit "B".**

<u>Section 7.</u> Based on the foregoing, the City Council of the City of Fontana hereby approves Design Review No. 21-043 subject to the Conditions of Approval, which are attached hereto as **Exhibit "C"** to this Resolution and incorporated herein by this reference.

<u>Section 8.</u> The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

APPROVED AND ADOPTED this 25th day of October 2022.

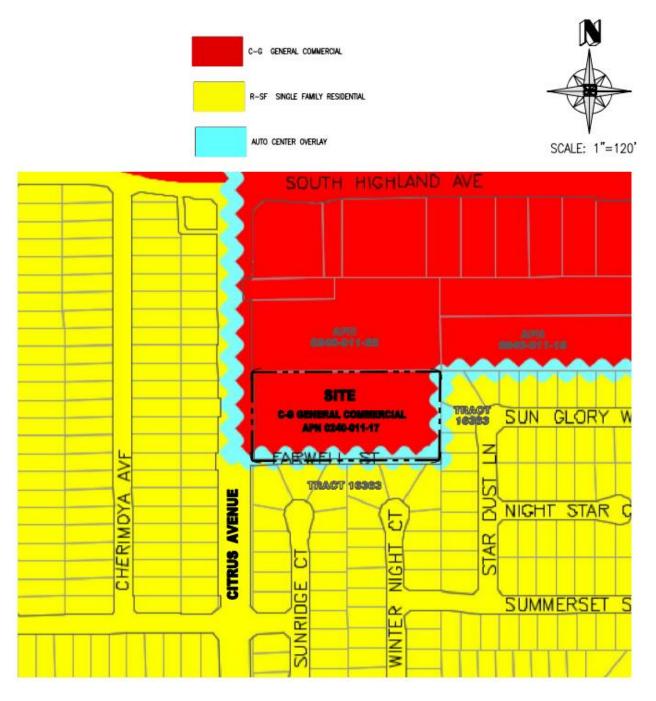
the 25th day of October 2022, by the following vote to wit:

ATTEST:	
I, Germai	ne McClellan Key, City Clerk of the City of Fontana and Ex-Officio Clerk
of the City Coun	cil, do hereby certify that the foregoing resolution is the actual resolution
duly and regular	ly adopted by the City of Fontana at a regular meeting thereof, held on

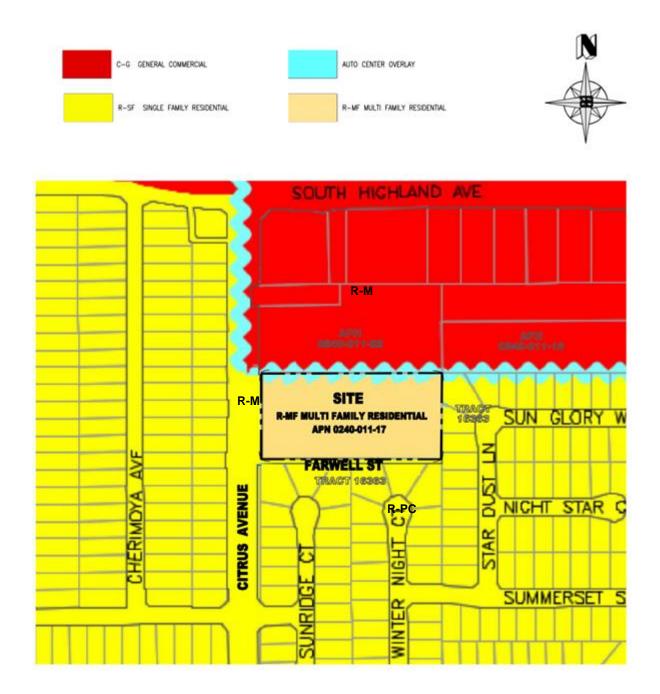
NOES: ABSENT: ABSTAIN:	
City Clerk of the City of Fontana	
Mayor of the City of Fontana	
ATTEST:	
	City Clerk

Exhibit "A"

EXISTING GENERAL PLAN LAND USE DESIGNATION COMMUNITY COMMERCIAL (C-1)



PROPOSED GENERAL PLAN LAND USE DESIGNATION – MEDIUM DENSITY RESIDENTIAL (R-M)





PROJECT: Master Case No. 21-120

Tentative Tract Map No. 20521

(TTM No. 21-007)

LOCATION: The project site is located near the corner of Highland Avenue and Citrus

Avenue at 6697 Citrus Avenue (APN: 0240-011-17) on approximately 4.6

DATE: October 25, 2022

acres.

PLANNING DEPARTMENT:

 The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:

- A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
- B. All other Conditions of Approval imposed by this project have been fulfilled.
- 2. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City

in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

- 3. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-23 of the Municipal Code.
- 4. This tentative tract map shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development) of the Municipal Codes of the City of Fontana and the Subdivision Map Act.
- 5. The applicant shall underground all utilities, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Community Development. A note to this effect shall be placed on the map prior to recordation of the final map.
- 6. This Tentative Tract Map shall become null and void two (2) years from the date of approval as outlined by Section 26-58 of the Municipal Code, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.
- 7. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
- 8. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign from the project site. The applicant may request a refund of the \$300 sign deposit. The request shall be submitted to the Planning Department.

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9. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program as approved by the City Council on October 25, 2022.

Prior to Issuance of Building /Construction Permits

10. All conditions of approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet all the final building and grading plans prior to issuance of any building or grading permits.

11. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.
- 12. The construction contractor will use the following source controls at all times:

- A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.
- B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
- C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
- D. Have only necessary equipment onsite.
- E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - 1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
 - 2. Temporarily enclose localized and stationary noise sources.

BUILDING AND SAFETY DIVISION:

- 13. Shall comply with the latest adopted edition of the following codes as applicable:
 - A. California Building Code
 - B. California Residential Code
 - C. California Electrical Code
 - D. California Mechanical Code
 - E. California Plumbing Code
 - F. California Energy Code
 - G. California Fire Code
 - H. California Green Building Standards Code
- 14. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
- 15. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
- 16. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.

- 17. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
- 18. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to, and approved by Building & Safety. The grading plans shall indicate all site improvements, and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods, to an approved location public street, public drainage system, etc.
 - C. Drainage water shall not cross over a public sidewalk. Drainage water may however cross under a sidewalk if an approved drainage structure is used.
 - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
 - E. No water course or natural drainage shall be obstructed.
 - F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
 - G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to slag or dirt swale) unless otherwise approved by the Building Official.
 - H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to, and approved by Building & Safety.
 - The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
 - I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 - The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 - 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
 - 3. All proposed drainage structures; and
 - 4. Any proposed and/or required walls or fencing.
- 19. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 20. The following items shall be completed and/or submitted to Building & Safety as applicable prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off by a City Building Inspector

ENGINEERING:

- 21. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
- 22. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
- 23. The Applicant shall maintain all improvements and utilities within the public right-ofway, including street sweeping, prior to issuance of final certificate of occupancy by the City.
- 24. Project driveway along Citrus Avenue shall be right-in/right-out.

PRIOR TO ISSUANCE OF GRADING PERMIT

25. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

26. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

- 27. The Applicant shall record All map's as required for the development.
- 28. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

- 29. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
- 30. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
- 31. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
- 32. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
- 33. All sewers and storm drains shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspection. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
- 34. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

- 35. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.
- 36. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

- 37. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.
- 38. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
- 39. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
- 40. Water System Commercial. Prior to map recordation, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.
 - The Fire Flow for this project shall be: 1500 GPM for a two hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,500 Square Foot structure.
- 41. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
- 42. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the jobsite. California Fire Code Chapter 5.
- 43. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
- 44. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be

- paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3
- 45. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
- 46. *Fire Extinguishers*. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. <u>California Fire</u> Code Chapter 9.
- 47. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum six (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 48. *Illuminated Site Diagram*. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. <u>California Fire Code</u> Chapter 5 & SBCoFD Standard B-1
- 49. *Key Box*. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. <u>California Fire Code Chapter 5 & SBCoFD Standard A-4</u>
- 50. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3
- 51. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. <u>SBCoFD Standard A-1</u>
- 52. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is

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maintained in conformance with Fire Department requirements. <u>California Fire Code Chapter 6.</u>

END OF CONDITIONS



PROJECT: Master Case No. 21-120 **DATE:** October 25, 2022

Design Review Project No. 21-043

LOCATION: The project site is located near the corner of Highland Avenue and Citrus

Avenue at 6697 Citrus Avenue (APN: 0240-011-17) on approximately 4.6

acres.

PLANNING DEPARTMENT:

 The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:

- A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
- B. All other Conditions of Approval imposed by this project have been fulfilled.
- 2. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
- 3. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

- 4. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-23 of the Municipal Code.
- 5. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.
- 6. The Director of Planning, or his/her designee, shall have the authority for minor architectural changes focusing on items such as window treatments, color combinations, façade treatments, and architectural relief. Questions on the interpretation of this provision or changes not clearly within the scope of this provision shall be submitted to the Planning Commission for consideration under a Revision to the Design Review.
- 7. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be covered with concrete or similar durable material a minimum of ¼ inch thick, or as determined by the Director of Planning.

- 8. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.
- 9. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location and is well-lit. The mail box shall not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.
- 10. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.
- 11. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign from the project site. The applicant may request a refund of the \$300 sign deposit. The request shall be submitted to the Planning Department.

12. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall

- be offered to the Tribe or a local school or historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.
- 13. The construction contractor will use the following source controls at all times:
 - A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.
 - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
 - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
 - D. Have only necessary equipment onsite.
 - E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
 - 2. Temporarily enclose localized and stationary noise sources.
- 14. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
- 15. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
- 16. All future monument signs shall be reviewed under a separate Design Review Sign application.
- 17. All built in gas barbeques shall be installed with safety locks to the satisfaction of the Director of Planning.

- 18. The current Development fees must be paid prior to issuance of building/construction permits.
- 19. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
- 20. All landscaping must be adequately maintained at all times.
- 21. All masonry block walls shall be a minimum of six (6) ft. tall with a prefabricated cap when fronting the public right of way.
- 22. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.
- 23. All unit garage doors shall include vertical or horizontal windows.
- 24. Adequate visual screening shall be provided adjacent to the interior lots of the project site and shall be provided by the developer. Screening shall be provided by a combination of trees, block wall or screening methods to the satisfaction of the Director of Planning.

Prior To Building Permit Issuance

- 25. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.
- 26. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.
- 27. The applicant shall post the most recent City of Fontana General Plan map, size 24-inches by 36-inches, in all offices selling new homes in the subdivision, whether onsite or remote. The project site/tract boundary shall be clearly delineated on the General Plan map. Additionally, a 24-inch by 36-inch map showing the school district boundaries (for all districts in the City) shall be displayed. The General Plan information and school district boundaries may be included on the same map. The maps shall be clearly and prominently displayed and be visible to all persons entering the sales office.
- 28. The applicant and/or property owner shall file a petition with the Fontana City Council requesting police enforcement of the California Vehicle Code and the Fontana

Municipal Code on the private streets of the development while the development is under a single ownership, or prior to Certificate of Occupancy of any dwelling unit.

- 29. If a digital video surveillance system is available at the premise, it is recommended to be an internet-based system and shall be maintained in proper working order at all times. The surveillance video/visual media shall be maintained for a minimum of sixty (60) days and upon request, shall be accessible to law enforcement personnel for viewing, copying and collection purposes during regular business hours.
- 30. A locator map or directory should be posted at the site entrances. The directory should be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory should be illuminated from dusk until dawn. The directory should have vandal resistant glazing to minimize criminal damage and the structure should be weather resistant.
- 31. Adhere to the city light standard of one foot candle minimum of light for all entrances, exits, pedestrian walkways, parking lots and activity areas. Reflect all light fixtures on the site plan. The type of illumination shall be either florescent, metal halide or white L.E.D.'s., and the luminaries shall be vandal resistant. All luminaries shall remain lit from dusk until dawn. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
- 32. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program as approved by the City Council on October 25, 2022.

BUILDING AND SAFETY DIVISION:

- 33. Shall comply with the latest adopted edition of the following codes as applicable:
 - A. California Building Code
 - B. California Residential Code
 - C. California Electrical Code
 - D. California Mechanical Code
 - E. California Plumbing Code
 - F. California Energy Code
 - G. California Fire Code
 - H. California Green Building Standards Code
- 34. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
- 35. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.

- 36. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
- 37. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
- 38. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to, and approved by Building & Safety. The grading plans shall indicate all site improvements, and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods, to an approved location public street, public drainage system, etc.
 - C. Drainage water shall not cross over a public sidewalk. Drainage water may however cross under a sidewalk if an approved drainage structure is used.
 - D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
 - E. No water course or natural drainage shall be obstructed.
 - F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
 - G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to slag or dirt swale) unless otherwise approved by the Building Official.
 - H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to, and approved by Building & Safety.
 - The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
 - I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 - The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 - 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and

- 3. All proposed drainage structures; and
- 4. Any proposed and/or required walls or fencing.
- 39. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 40. The following items shall be completed and/or submitted to Building & Safety as applicable prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off by a City Building Inspector

ENGINEERING:

- 41. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
- 42. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
- 43. The Applicant shall maintain all improvements and utilities within the public right-ofway, including street sweeping, prior to issuance of final certificate of occupancy by the City.
- 44. Project driveway along Citrus Avenue shall be right-in/right-out.

PRIOR TO ISSUANCE OF GRADING PERMIT

45. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

46. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

47. The Applicant shall record All map's as required for the development.

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48. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

- 49. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
- 50. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
- 51. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
- 52. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
- 53. All sewers and storm drains shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspection. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
- 54. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

- 55. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.
- 56. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads,

alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

- 57. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.
- 58. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
- 59. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
- 60. Water System Commercial. Prior to map recordation, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

The Fire Flow for this project shall be: 1500 GPM for a two hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,500 Square Foot structure.

- 61. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
- 62. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the jobsite. California Fire Code Chapter 5.

- 63. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
- 64. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3
- 65. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
- 66. Fire Extinguishers. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. California Fire Code Chapter 9.
- 67. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum six (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 68. *Illuminated Site Diagram*. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. <u>California Fire Code Chapter 5 & SBCoFD Standard B-1</u>
- 69. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4
- 70. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3

Resolution	Nο	2022-
116301411011	INO.	ZUZZ-

- 71. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. <u>SBCoFD Standard A-1</u>
- 72. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with Fire Department requirements. California Fire Code Chapter 6.

END OF CONDITIONS OF APPROVAL

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, APPROVING ZONE CODE AMENDMENT NO. 21-010 FOR CHANGES TO THE ZONING DISTRICT MAP TO CHANGE THE ZONING ON ONE PARCEL (APN: 0240-011-17) FROM GENERAL COMMERCIAL (C-2) TO MULTI FAMILY RESIDENTIAL (R-3), REMOVE THE PARCEL (APN: 0240-011-17) FROM THE FONTANA AUTO CENTER OVERLAY AND AMEND SECTION 30-639, FIGURE 1 OF THE FONTANA ZONING CODE TO REMOVE THE PROJECT SITE FROM THE FONTANA AUTO CENTER OVERLAY DISTRICT.

THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DOES HEREBY FIND AS FOLLOWS:

WHEREAS, the applicant submitted a request for approval of Zone Code Amendment No. 21-010, to amend the zoning map designation for parcel APN: 0240-011-17 from the General Commercial (C-2) Zoning District to the Multi Family Residential (R-3) Zoning District and remove the site from the Auto Center Overlay District; and

WHEREAS, on October 4, 2022, the Planning Commission received public testimony and evidence presented by the applicant, City staff, and other interested parties at a Public Hearing held with respect hereto on Zone Change Amendment No. 21-010 and related entitlements, and after carefully considering all information pertaining to the proposed project, including the staff report, findings, and all the information, evidence, and testimony presented at this public hearing, the Planning Commission approved Resolution No. PC 2022-043 and recommended approval to the City Council of Zone Change Amendment No. 21-010; and

WHEREAS, after the publication of notice as required by law, the City Council of the City of Fontana, California conducted a public hearing on Zoning Code Amendment No. 21-010; and

WHEREAS, on October 25, 2022, the City Council held a duly noticed public hearing on Zone Code Amendment No. 21-010 along with the entitlement referenced herein, received testimony and the supporting documents in evidence, and the City Council found that the Zoning Code Amendment is in conformance with the goals and policies of the General Plan to provide a community that is balanced between residential, commercial, and industrial that is developed to high standards and provides diverse economic and social opportunities for our citizens and those who wish to invest here; and

WHEREAS, Zone Code Amendment No. 21-010 is consistent with the goals and policies of the City of Fontana, General Plan Goal 7 of Chapter 15, "support high-quality development in design standards and land use decisions", in addition to Goal 7 of Chapter 15, Action Item #B "ensure that public and private developments are attractive, comfortable, and welcoming"; and

ATTACHMENT NO. 6

Ordinance	No.
	1 10.

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

<u>Section 1.</u> Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community; and

<u>Section 2.</u> The City of Fontana City Council hereby makes the following findings for Zone Code Amendment No. 21-010 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding:

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

Findings of Fact:

The applicant is proposing to remove the project site from the Auto Center Overlay District and modify the Zoning District Map to General Commercial (C-2) to Multi Family Residential (R-3). The development is appropriate for the area as it would provide a multifamily development site that would act as a transition from the commercial area located north of the site and the existing single-family areas to the south along Citrus Ave. As mentioned above, the project will include high quality multi-family housing with paseos, landscaping, adequate parking and amenities.

<u>Section 3.</u> The City Council hereby adopts the Mitigated Negative Declaration on the proposed project. The City Council finds that the Mitigated Negative Declaration contains a complete and accurate reporting of all the environmental impacts associated with the Project. The City Council further finds that the Mitigated Negative Declaration has been completed in compliance with CEQA, 2019 Local Guidelines for Implementing the California Environmental Quality Act, and the State CEQA Guidelines; and

<u>Section 4.</u> The City Council approves Zoning Code Amendment No. 21-010 to amend the zoning designation for APN 0240-011-17 from General Commercial (C-2) to Multi Family Residential (R-3) as shown on Exhibit "A", and attached hereto and by this reference incorporated; and

Ordinance No
<u>Section 5.</u> 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 <u>Fontana Herald News</u> , a local newspape of the general circulation, published and circulated in the City of Fontana, and hencefortly and thereafter the same shall be in full force and effect.
APPROVED AND ADOPTED this 25th day of October 2022.
READ AND APPROVED AS TO LEGAL FORM:
City Attorney
I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 25th day of October, 2022, and was finally passed and adopted not less than five days thereafter or the 13 th day of December, 2022, by the following vote to wit:
AYES: NOES: ABSENT:

NOES:
ABSENT:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

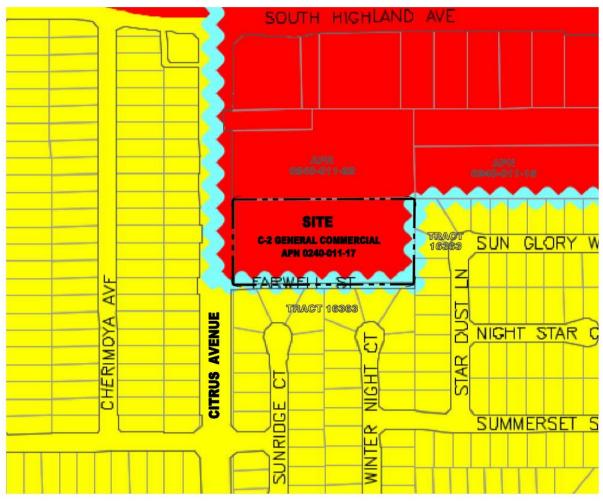
Page 4 of 4

Ordinance No. ____

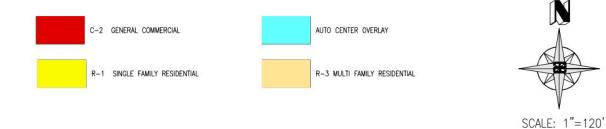
EXHIBIT "A"

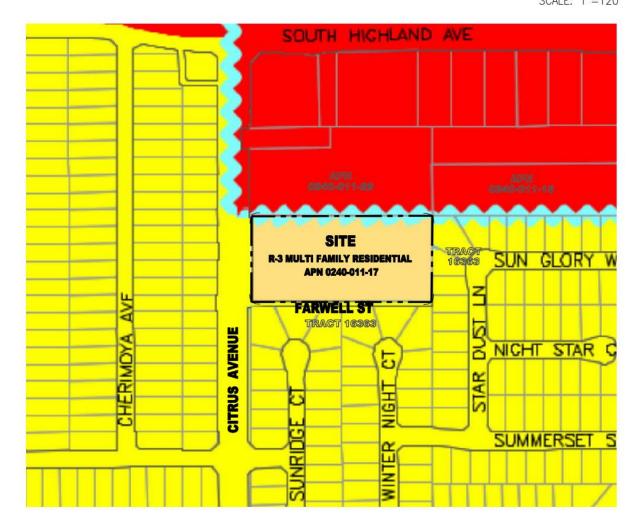
EXISTING ZONING DESIGNATION GENERAL COMMERCIAL (C-2) WITHIN AUTO CENTER OVERLAY





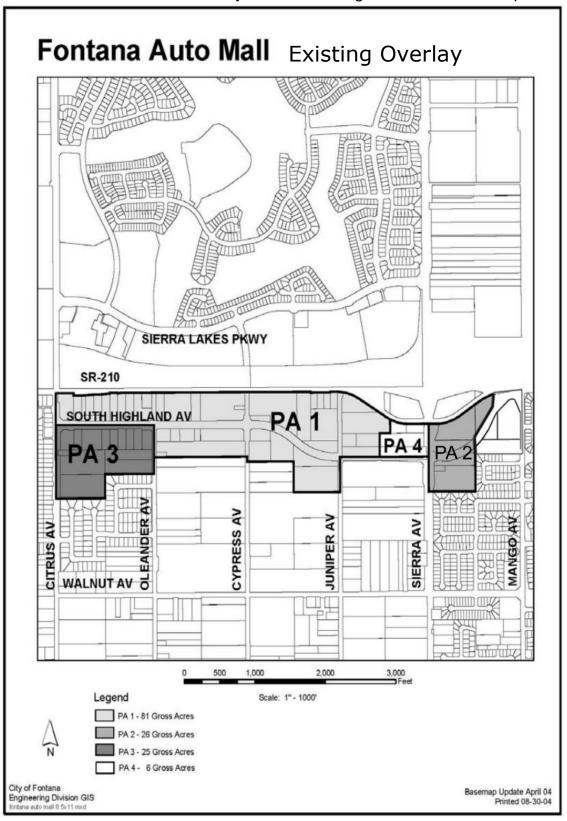
PROPOSED ZONING DESIGNATION MULTI FAMILY RESIDENTIAL (R-3) OUTSIDE AUTO CENTER OVERLAY

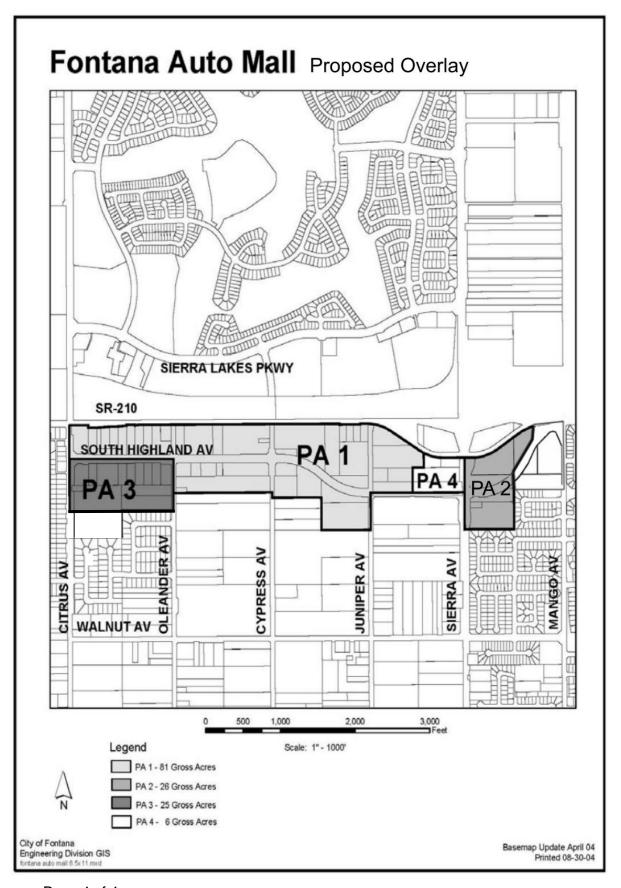




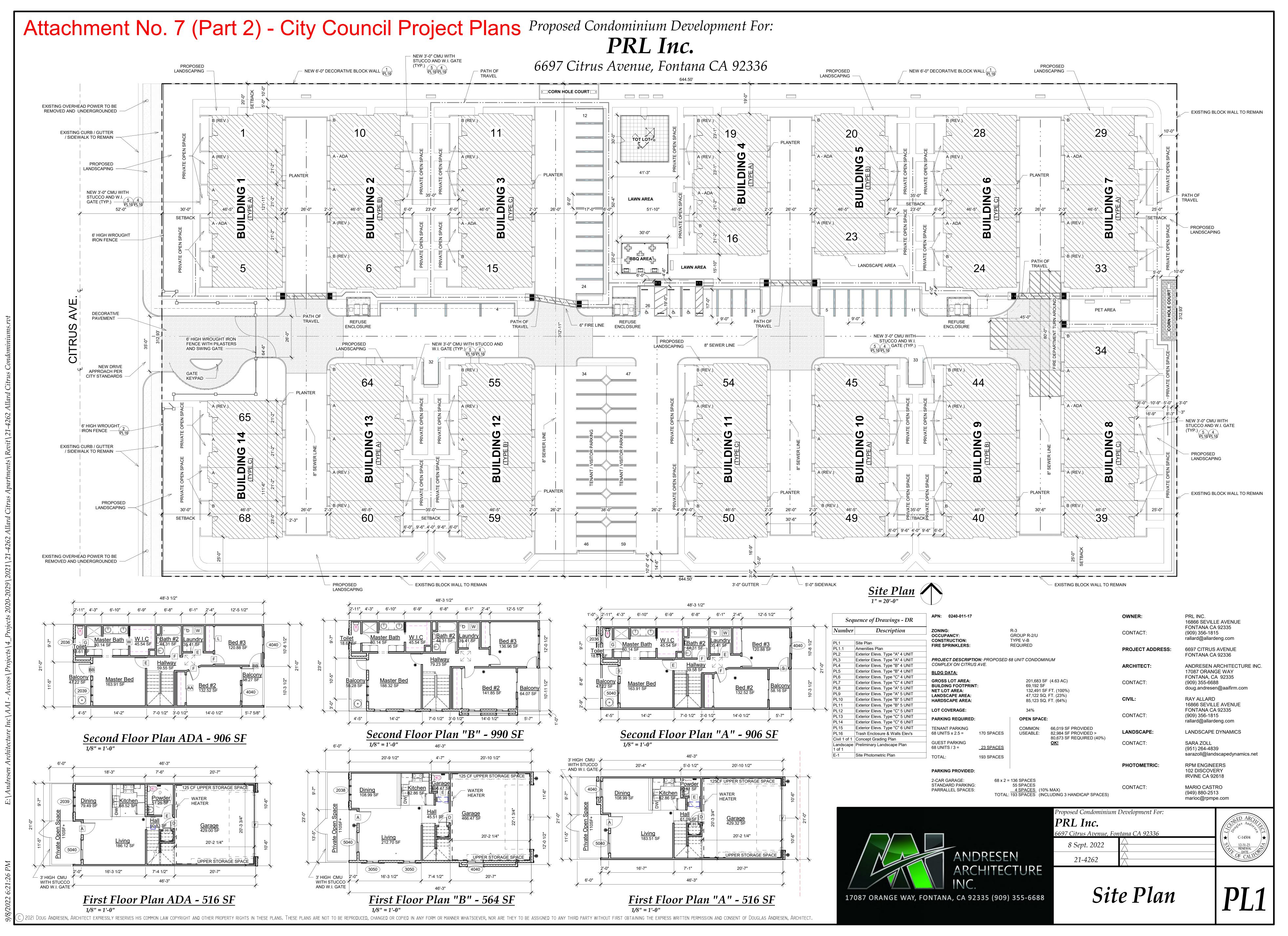
Sec. 30-639. - Authority and requirements.

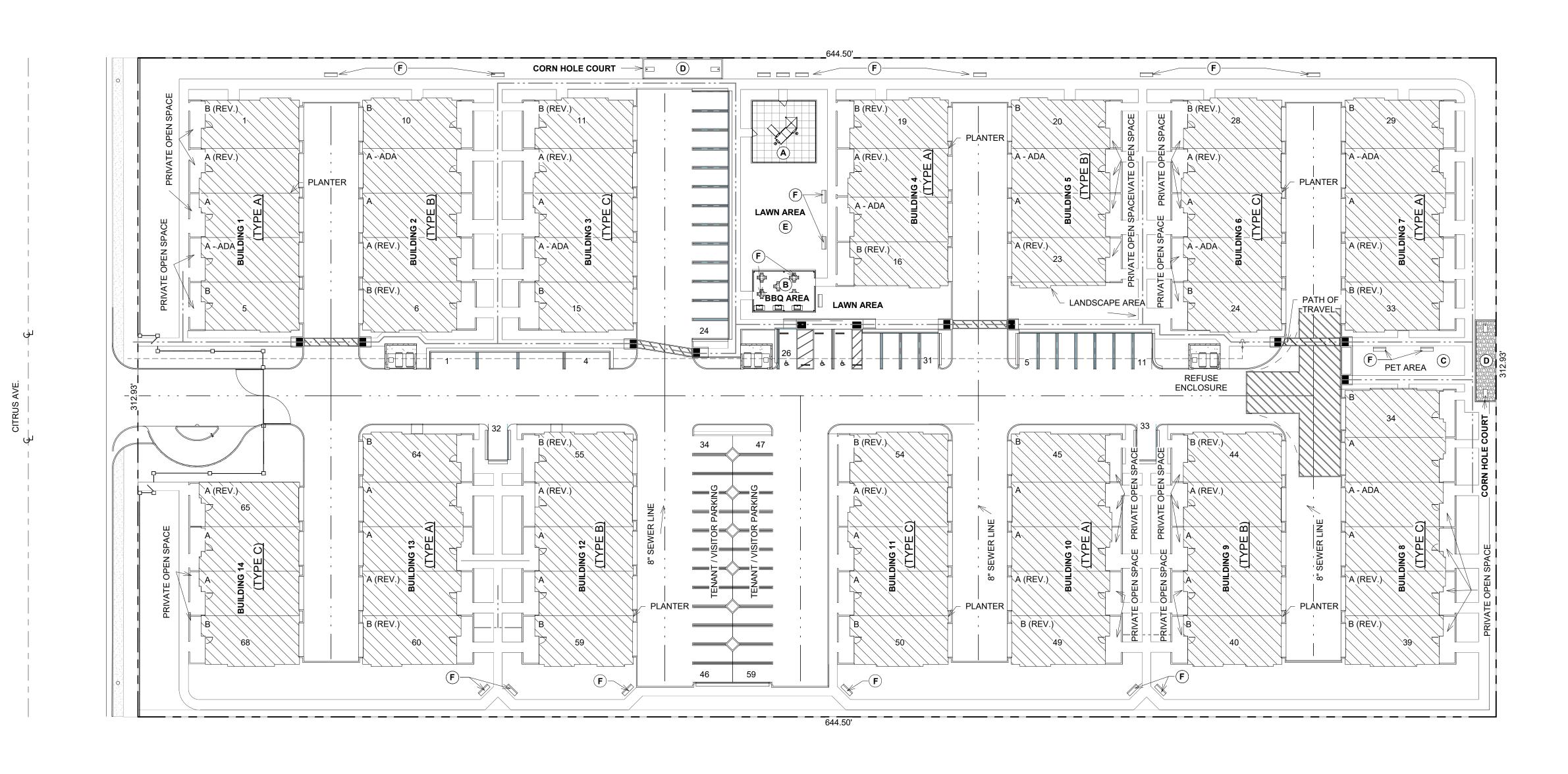
Figure 1. Fontana Auto Center Overlay District Planning Area Boundaries Map





Page 4 of 4





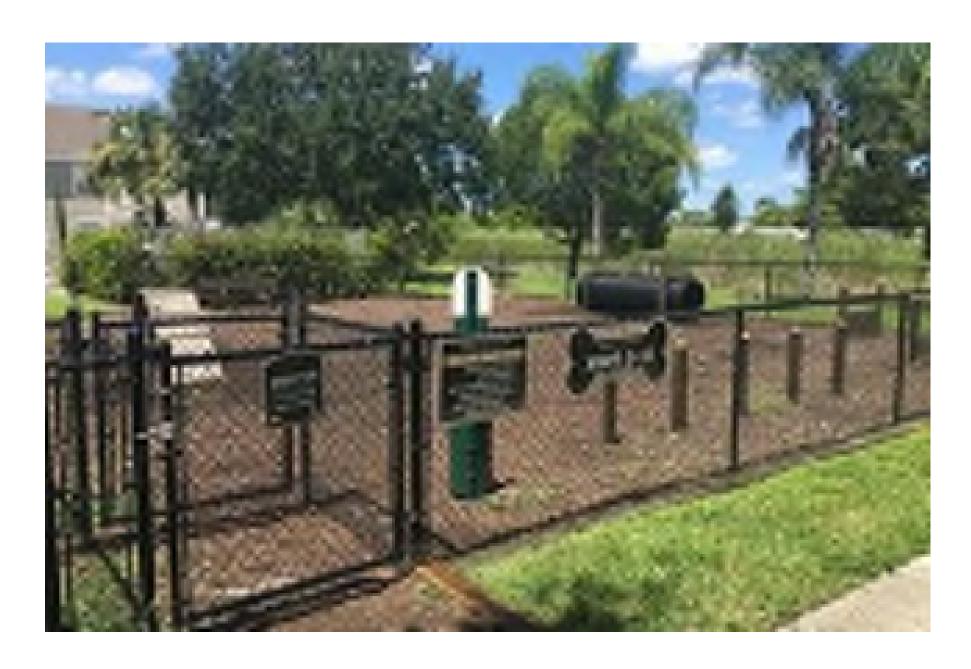


Site Plan - Amenities

1" = 30'-0"









A Tot Lot Playground Area

B BBQ Area

C Pet Area

D Corn Hole Courts







FURNITURE

Proposed Condominium	Development For:	
PRL Inc.		SED ARCHING AND
6697 Citrus Avenue, For	ntana CA 92336	C-14504
8 Sept. 2022	\triangle	0 12-31-23 RENEWAL
21-4262	$\overline{\bigwedge}$	OF CALIFO

Amenities Plan PL1.1





Front Elevation Type "A" (4 unit)



Right Elevation - Type "A" (4 Unit)

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

- M1 STUCCO MAIN COLOR MATCH "FLINTSTONE" DE6221
 M2 HORIZONTAL WOOD SIDING "BARREL STOVE" DE6216
- M3 WOOD SIDING "BROODING STORM" DE 1604

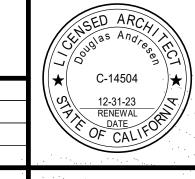
 M4 ACCENT / TRIM / FASCIA "ANTIQUE PAPER" DE6218
- M5 STONE VENEER BORAL "SKYLINE" COUNTRY LEDGESTONE PRO M6 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE

Proposed Condominium Development For:

PRL Inc.

6697 Citrus Avenue, Fontana CA 92336

8 Sept. 2022 -



Exterior Elevs.
Type "A" 4 UNIT PL2



<u>Rear Elevation - Type "A" (4 unit)</u> 1/4" = 1'-0"



18' - 2 1/2"

<u>Left Elevation - Type "A" (4 unit)</u>

1/4" = 1'-0"

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

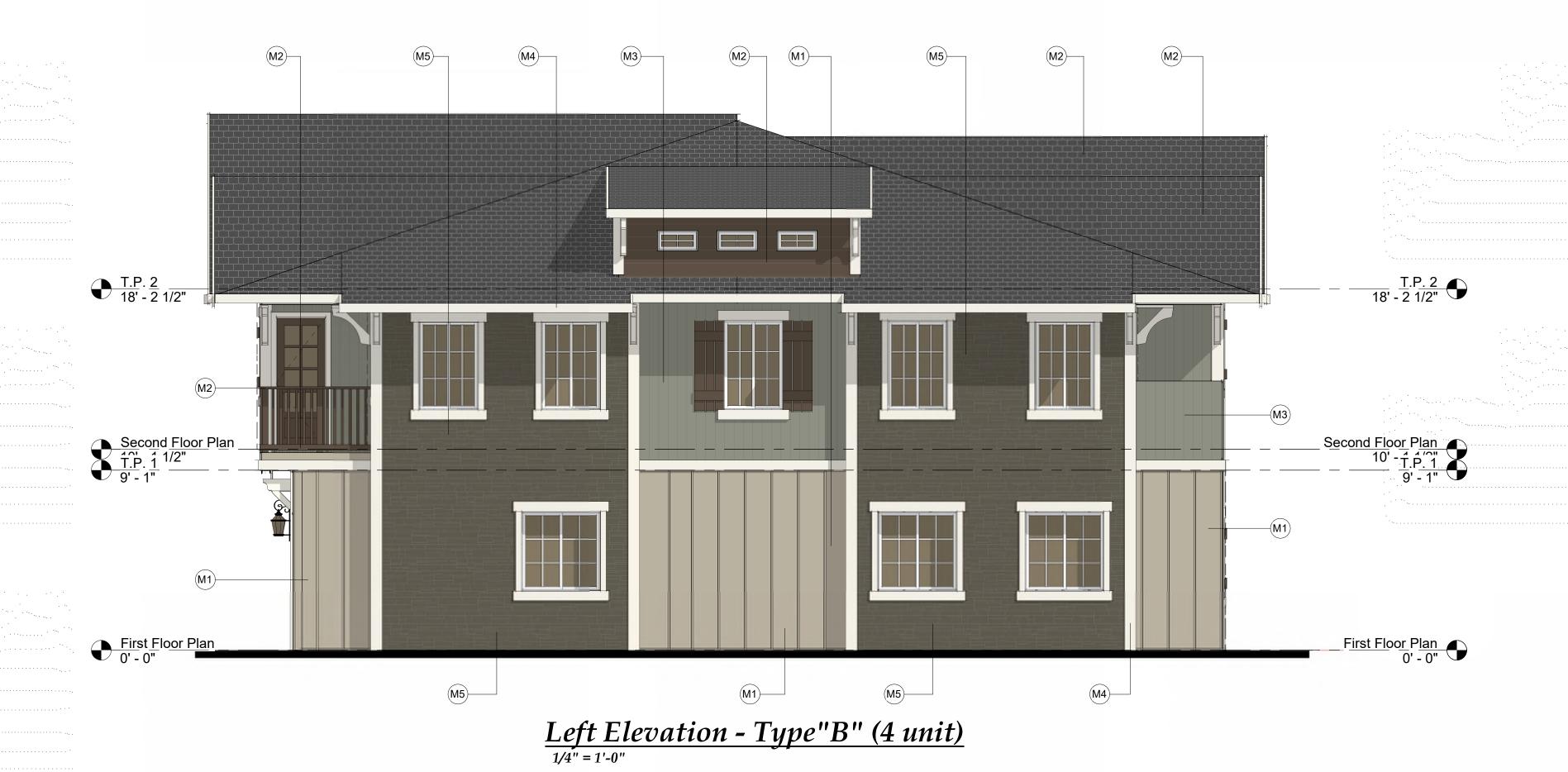
Exterior Elevs.
Type "A" 4 UNIT PL3



Proposed Condominius	n Development For:	
PRL Inc.		SED ARCH
6697 Citrus Avenue, F	Sontana CA 92336	C-14504
8 Sept. 2022		9 12-31-23 RENEWAL
21-4262	······································	OF CALIFOL
Fytor	ior Flens	



<u>Front Elevation - Type "B" (4 unit)</u> _{1/4" = 1'-0"}



Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION



T.P. 2 18' - 2 1/2" Second Floor Plan 1.P. 1 1/2" 9' - 1"

Rear Elevation - Type "B" (4 unit)

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<u>Right Elevation - Type "B" (4 unit)</u>

Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

M1 STUCCO MAIN COLOR - "RIVERBED" DEC767

M2 WOOD SIDING/DOORS/SHUTTERS/RAILING - "BLACK WALNUT" DE6063

M3 WOOD SIDING - "STONE CREEK" DE6278

M4 ACCENT / TRIM / FASCIA - "WHITE FEVER" DEW345

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFIL

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "B" 4 UNIT PL5





<u>Front Elevation - Type "C" (4 unit)</u>

1/4" = 1'-0"



<u>Left Elevation - Type "C" (4 unit)</u>

1/4" = 1'-0"

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 4 UNIT PL6



<u>Rear Elevation - Type "C" (4 unit)</u> 1/4" = 1'-0"



Right Elevation - Type "C" (4 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

SIDING MAIN COLOR - MISSION WHITE - DET673

ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND
ACCENT COLOR - ESPRESSO MACCHIATO - DET680
SIDING SECONDARY COLOR - RIVER ROCKS - DE6061
STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 4 UNIT PL7





<u>Front Elevation - Type "A" (5 unit)</u>

1/4" = 1'-0"



Right Elevation - Type "A" (5 unit)

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "A" 5 UNIT PL8





Rear Elevation - Type "A" (5 unit)



<u>Left Elevation - Type "A" (5 unit)</u>

1/4" = 1'-0"

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "A" 5 UNIT PL9





<u>Front Elevation - Type "B" (5 unit)</u>

1/4" = 1'-0"



Right Elevation - Type "B" (5 unit)

Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

M1 STUCCO MAIN COLOR - "RIVERBED" DEC767

M3 WOOD SIDING - "STONE CREEK" DE6278
M4 ACCENT / TRIM / FASCIA - "WHITE FEVER" DEW345

M4 ACCENT / TRIM / FASCIA - "WHITE FEVER" DEW345

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

M6 ROOFING - NEW POINT - SAXONY 900 COUNTI M7 SHINGLE SIDING - "GRAY WOLE" DE6354

Proposed Condominium Development For:

PRL Inc.

6697 Citrus Avenue, Fontana CA 92336

8 Sept. 2022

21-4262

Exterior Elevs.
Type "B" 5 UNIT PL10

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589





Rear Elevation - Type "B" (5 unit)



Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022

21-4262

Exterior Elevs.
Type "B" 5 UNIT PL11





Front Elevation - Type "C" (5 unit)



<u>Left Elevation - Type "C" (5 unit)</u>

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

M1 SIDING MAIN COLOR - MISSION WHITE - DE 1673

M2 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

M3 ACCENT COLOR - ESPRESSO MACCHIATO - DE 1680

M4 OUDING SECONDARY COLOR - DIVER DOCKS - DE 6004

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

Proposed Condominium Development For:

PRL Inc.

6697 Citrus Avenue, Fontana CA 92336

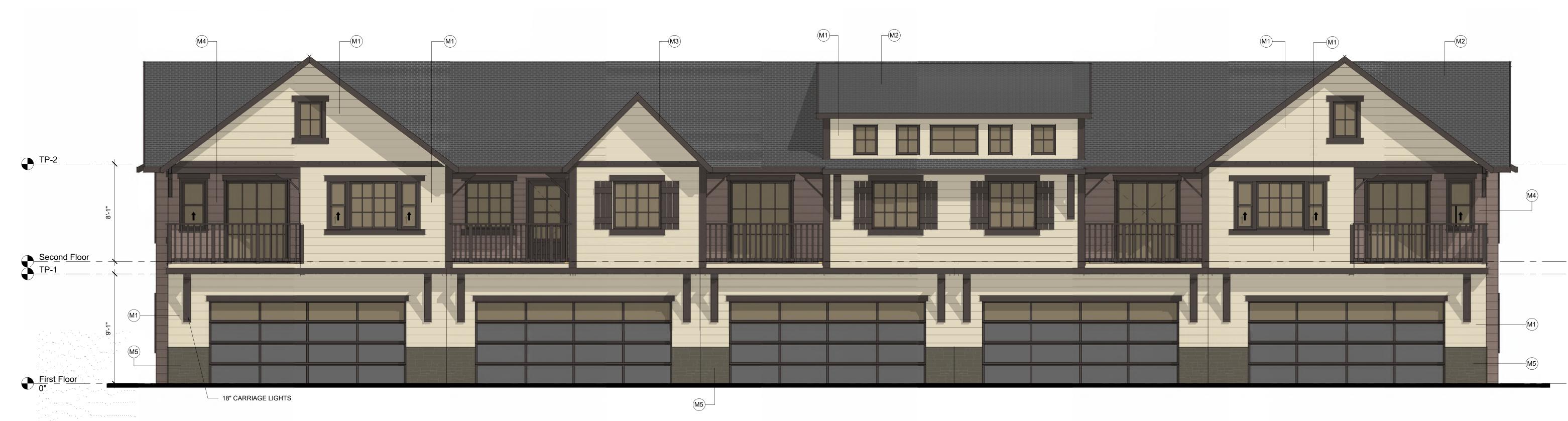
8 Sept. 2022

21-4262

Exterior Elevs.
Type "C" 5 UNIT PL12

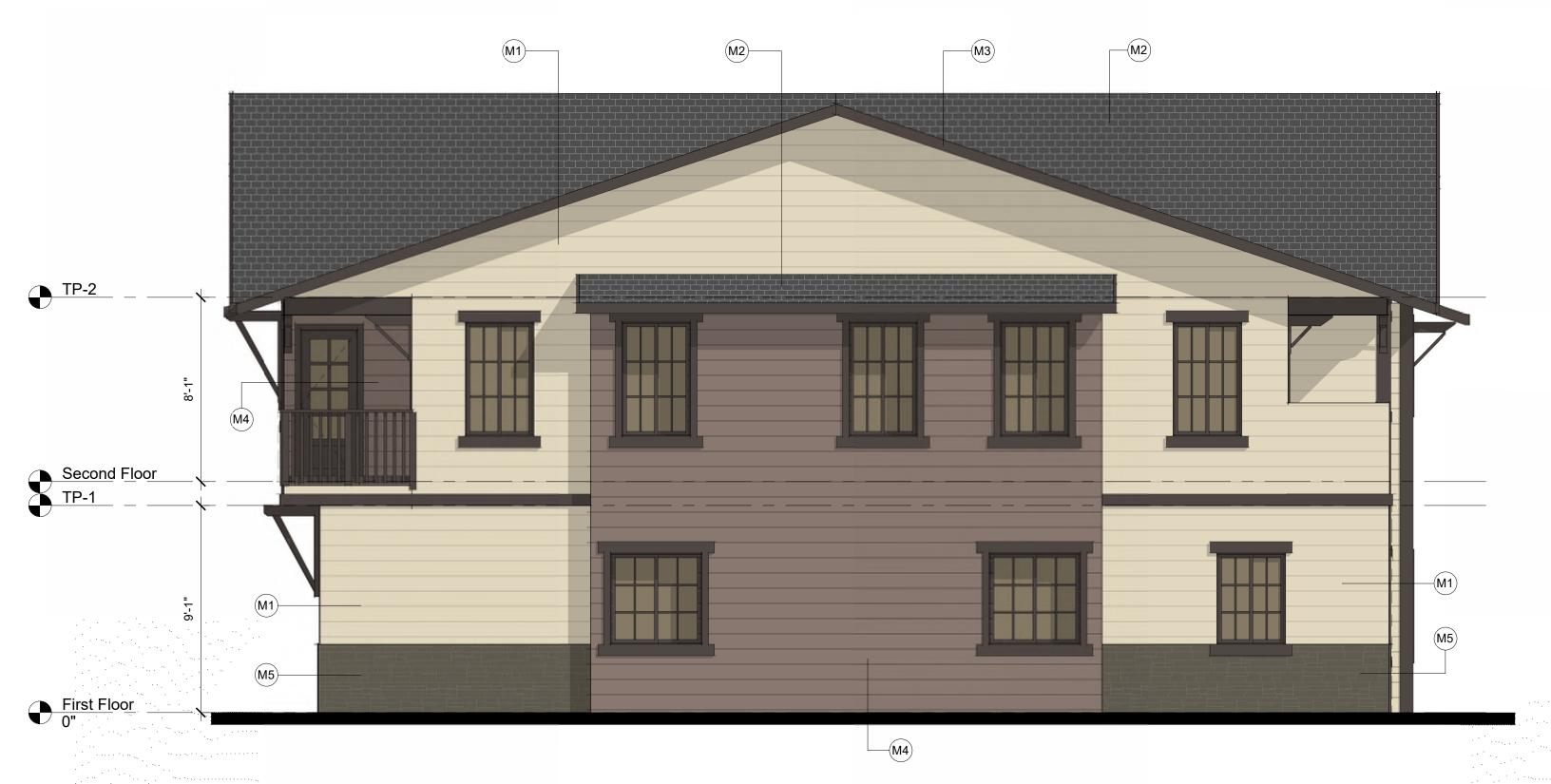
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<u>Rear Elevation - Type "C" (5 unit)</u>

1/4" = 1'-0"



Right Elevation - Type "C" (5 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 5 UNIT PL13



<u>Front Elevation - Type "C" (6 unit)</u> 1/4" = 1'-0"



Left Elevation - Type "C" (6 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

M1 SIDING MAIN COLOR - MISSION WHITE - DET673

M2 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

M3 ACCENT COLOR - ESPRESSO MACCHIATO - DET680

M4 SIDING SECONDARY COLOR - RIVER ROCKS - DE6061

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

CONTEMPORARY CRAFTSMAN



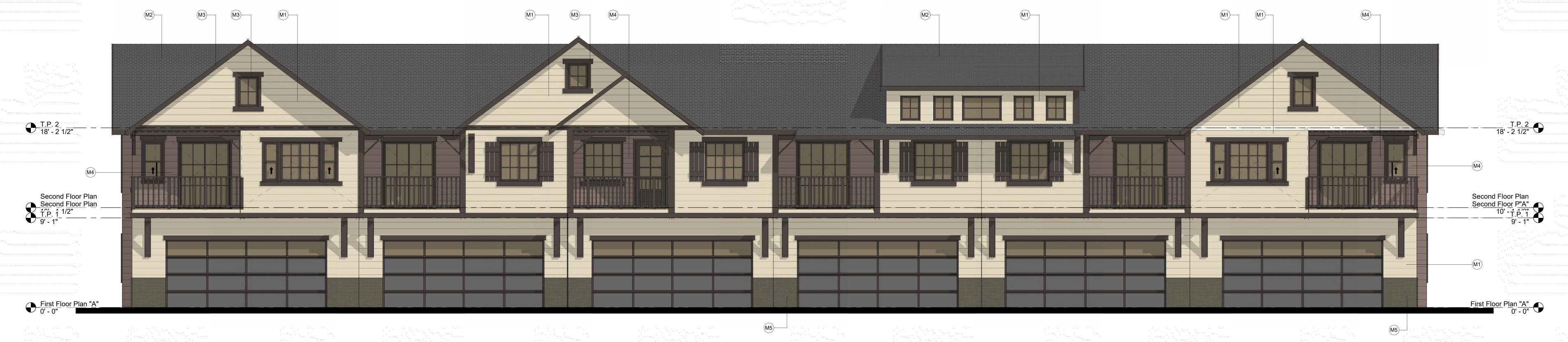
Proposed Condominiun	ı Development For:	
PRL Inc.		
6697 Citrus Avenue, Fo	ontana CA 92336	┛
8 Sept. 2022		$\ \cdot\ $
21-4262		

ARCHITECTURE INC.

17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

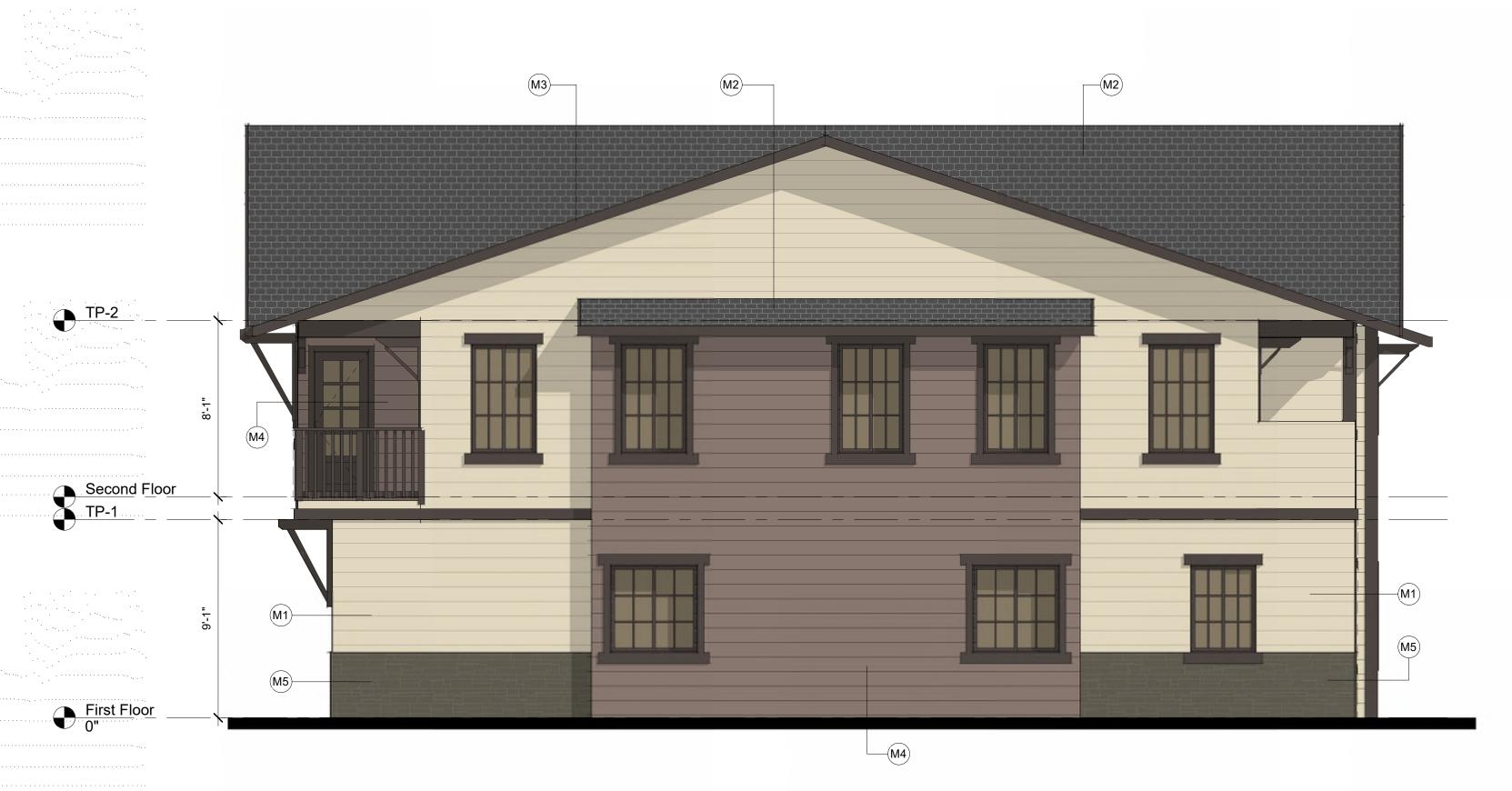
Type "C" 6 UNIT PL14





Rear Elevation - Type "C" (6 unit)

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Right Elevation - Type "C" (6 unit)

CONTEMPORARY CRAFTSMAN

6697 Citrus Avenue, For	1tana CA 92336	→ C-14504
8 Sept. 2022		12-31-23 RENEWAL DATE
21-4262		OF CALIFO

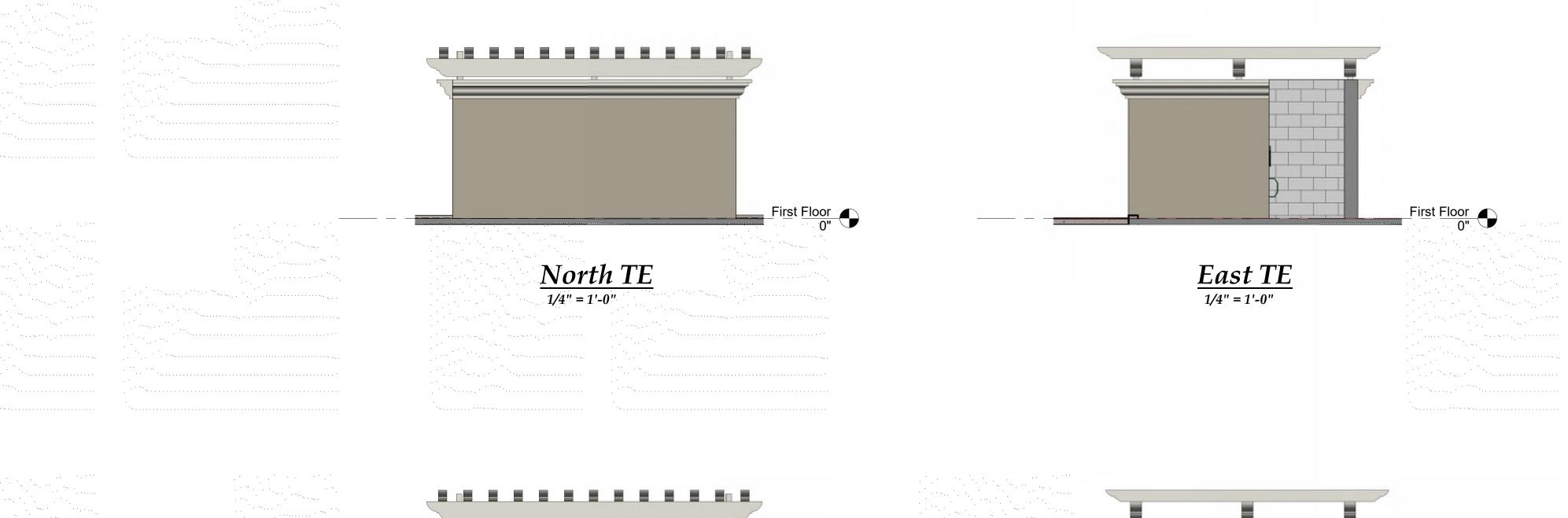
Exterior Elevs.
Type "C" 6 UNIT PL15

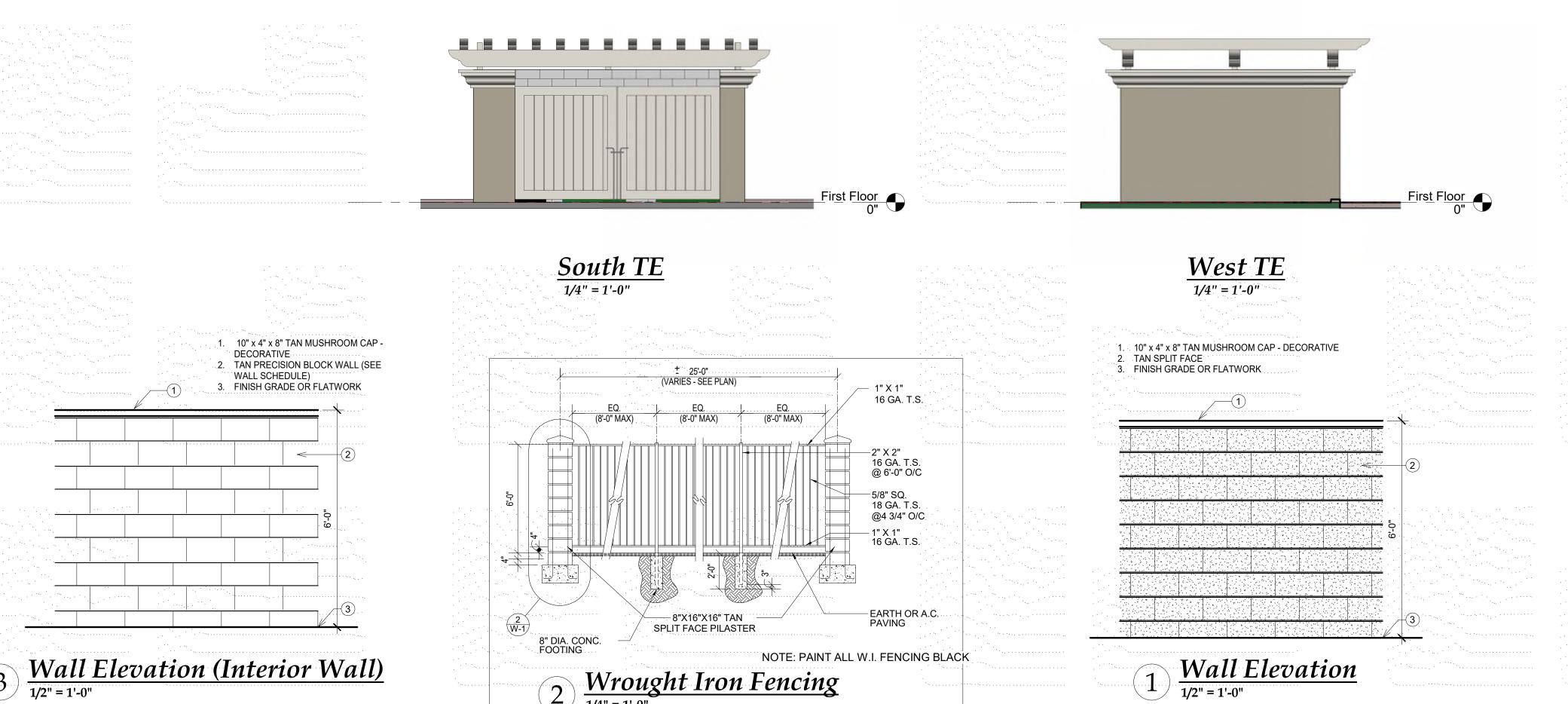


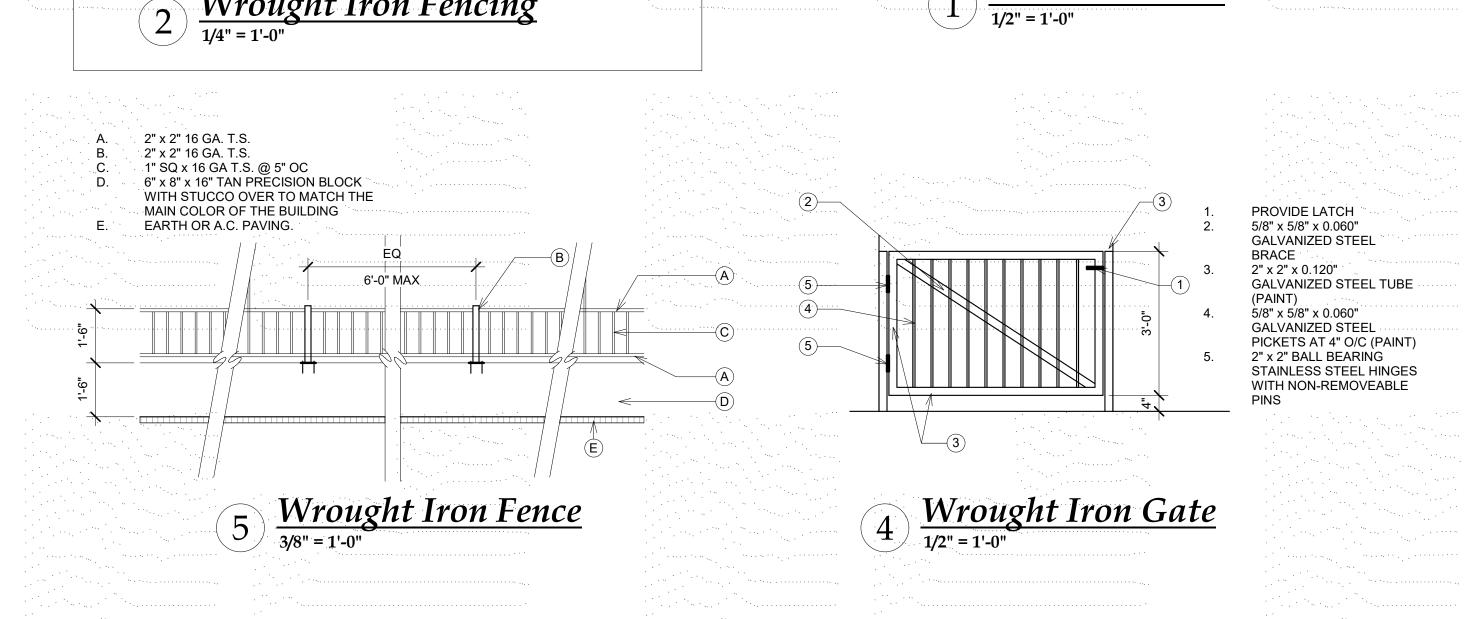
Material Schedule "TE"

M1 STUCCO MAIN COLOR - MATCH "FLINTSTONE" DE6221
M2 WOOD - "ANTIQUE PAPER" DE6218

KEY COLOR (TO MATCH), DESCRIPTION







Proposed Condominium PRL Inc.	Development For:	SED ARCHIO
6697 Citrus Avenue, Fo	ntana CA 92336	C-14504
8 Sept. 2022		12-31-23 RENEWAL
21-4262		OF CALIFOR
	PRL Inc. 6697 Citrus Avenue, Fo 8 Sept. 2022	8 Sept. 2022 \triangle

Trash Enclosure PL16



UTILITY PROVIDERS:

2592 DUPONT DR 8353 SIERRA AVE IRVINE, CA 92612 FONTANA, CA 92335 (800) 659-9698 (909) 350-6632

TIME WARNER CABLE 1981 W. LUGONIA AVE 1500 AUTO CENTER DR REDLANDS, CA 92374 ONTARIO, CA 91761 (909) 335-7967 (909) 975-3439 EMERGENCIES: (800) 427-2200

SUNESYS, LLC 1325 PICO ST #106 SO. CALIF. EDISON COMPANY CORONA, CA 92881 300 N. PEPPER AVE (951) 278-0400 **RIALTO, CA 92376** UNDERGROUND SERVICE ALERT

(800) 422-4133 (213) 637-1233 - PIPELINES FONTANA WATER COMPANY (909) 357-6505 - DISTRIBUTION 15966 ARROW ROUTE

FONTANA, CA 92335

(909) 822-2201

22311 BROOKHURST ST SUITE 203 HUNTINGTON BEACH, CA 92646 (714) 963-7964

BENCHMARK:

CENTERLINE OF CITRUS AVE. NAVD 88 ELEVATION: 1679.78

BASIS OF BEARINGS:

TAKEN FROM THE CENTERLINE OF OLEANDER AVENUE AS SHOWN ON TRACT MAP NO. 16572, M.B. BEING: N00'00'22"W

EASEMENT NOTES

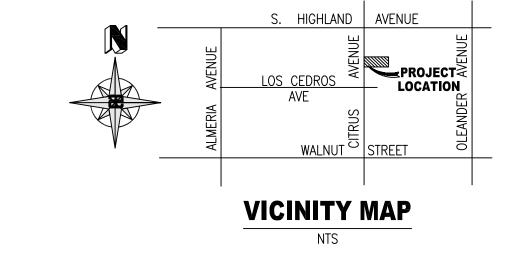
A EASEMENT TO THE SOUTHERN CALIFORNIA AND CABLES, RECORDED IN BOOK 2832, PAGE 437 ON OCTOBER 3, 1951

AREA SUMMARY

GROSS AREA: 4.63 ACRES NUMBERED LOTS 1 - AREA: 4.63

CITY OF FONTANA

TENTATIVE TRACT MAP NO. 20521 FOR CONDOMINIUM PURPOSES





EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE CITY OF FONTANA BY DEED RECORDED FEBRUARY 12, 2004 AS INSTRUCMENT NO. 2004-0105424 OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO:

0240-011-17

PROPOSED ZONNING:

MULTIPLE FAMILY (R-3)

EXISTING ZONING:

GENERAL COMMERCIAL (C-2)

ADJACENT ZONING:

NORTH - GENERAL COMMERCIAL (C-2) SOUTH - SINGLE FAMILY (R-1) EAST - SINGLE FAMILY (R-1) WEST - SINGLE FAMILY (R-1)

OWNER:

VIP STAY

DEVELOPER

PRL INC 16866 SEVILLE AVENUE FONTANA, CA 92335 PHONE (909) 356-1815

ENGINEER:

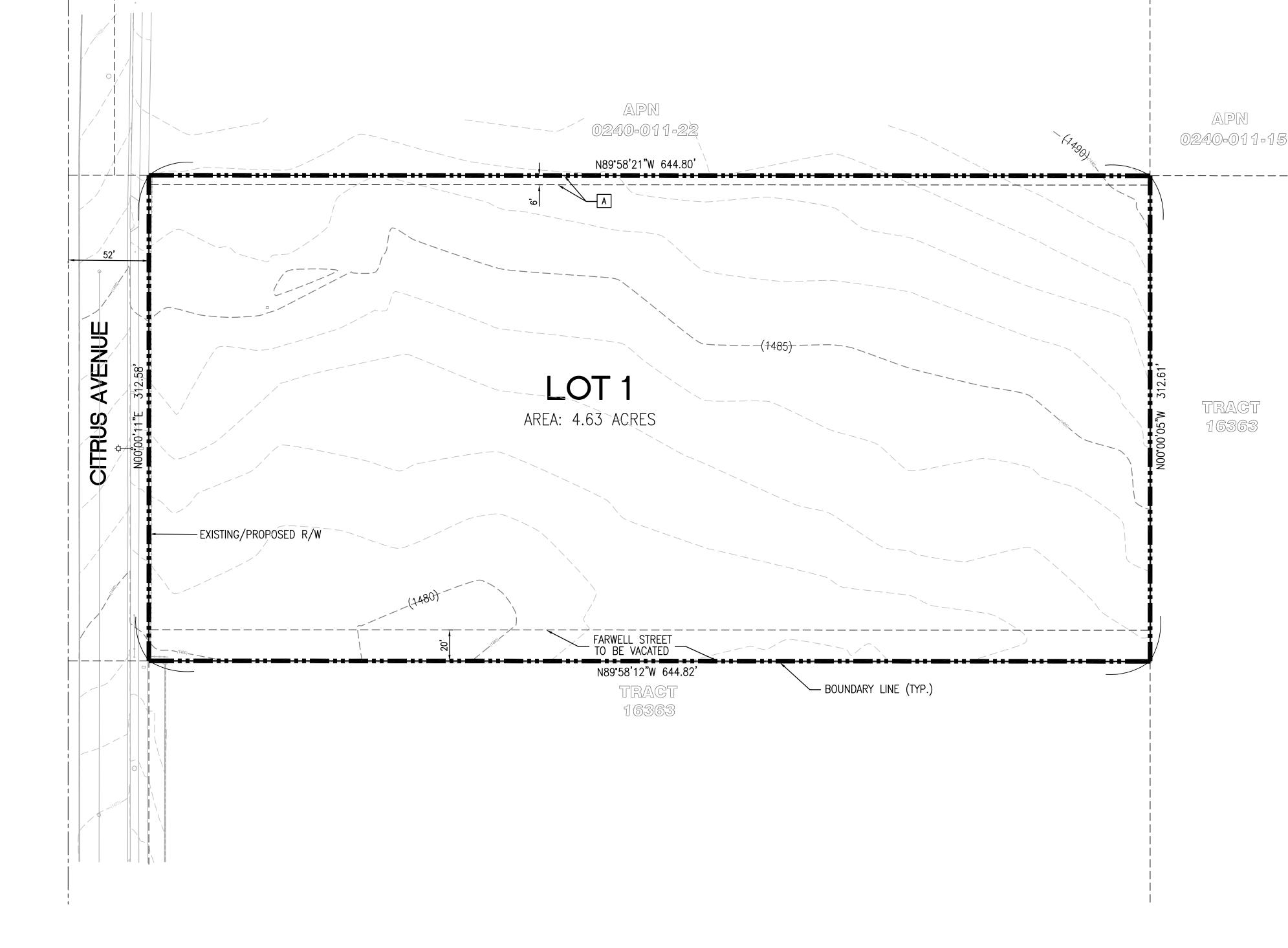
ALLARD ENGINEERING 16866 SEVILLE AVENUE FONTANA, CALIFORNIA 92335 PHONE (909) 356-1815 FAX (909) 356-1795

CITY OF FONTANA TENTATIVE TRACT MAP NO. 20521

PHONE (909) 356-1815 Fax (909) 356-1795

Prepared For: PRL ENTERPRISES 16866 SEVILLE AVENUE FONTANA, CA 92335

Prepared By: ALLARD ENGINEERING Fontana, California 92335



CITRUS AVENUE

GRAPHIC SCALE 1 INCH = 80 FT.

Filename: I:\PRL\Citrus Fontana\DWG's\ENTITLEMENT\TENTATIVE TRACT MAP\TTM 20521.dwg



View From Citrus Ave.



View of Amenities



ANDRESEN ARCHITECTURE INC.

17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Condominium	Development For:
PRL Inc.	
6697 Citrus Avenue, Fo	ntana CA 92336
12 Sept. 2022	
21-4262	\triangle

3D Views

PL17



City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

Planning Commission

File #: 21-1718Agenda Date: 10/4/2022Agenda #: PH-CCategory: Public Hearing

FROM:

Planning Department

TITLE:

Master Case No. 21-120; General Plan Amendment No. 21-008; Zoning Code Amendment No. 21-010; Tentative Tract Map 20521 (TTM No. 21-007); Design Review Project No. 21-043 - A request to develop 68 attached condominium units with fourteen buildings on a 4.6-acre lot near the intersection of South Highland Avenue and Citrus Avenue.

RECOMMENDATION:

Based on the information in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution PC No. 2022-___; and, forward a recommendation to the City Council to:

- 1. Adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and direct staff to file the Notice of Determination and,
- 2. Adopt a resolution approving General Plan Amendment No. 21-008; and,
- 3. Adopt an ordinance approving Zoning Code Amendment No. 21-010; and,
- 4. Adopt a resolution approving Tentative Tract Map No. 20521 (TTM No. 21-007); and Design Review No. 21-043.

APPLICANT:

PRL Enterprises 6997 Citrus, LLC 16866 Seville Avenue Fontana, CA 92335

LOCATION:

6697 Citrus Avenue, Fontana, CA 92336 (APN: 0240-011-17).

REQUEST:

- 1. General Plan Amendment No. 21-008 is a request change the site's General Plan land use designation from General Commercial (C-G) to Multi Family Residential (R-MF) and to remove the project site from the Fontana Auto Center Overlay District identified on the General Plan Land Use map. Changing the Land Use designation to R-MF and removing this site from the Overlay would allow the applicant to develop a multi-family project.
- 2. Zoning Code Amendment No. 21-010 is a request to remove the project site from the Fontana

File #: 21-1718 Agenda Date: 10/4/2022 Agenda #: PH-C Category: Public Hearing

Auto Center Overlay District and change the zoning district from General Commercial (C-2) to Multi Family (R-3). Removing this site from the Overlay and changing the Land Use designation to R-MF would allow the applicant to develop a multi-family project.

- 3. Tentative Tract Map No. 20521 (TTM No. 21-007) is a proposal to establish 68 attached residences on the project site as condominiums (APN: 0240-011-17) totaling 4.6 acres.
- 4. Design Review No. 21-043 is a proposal for site and architectural review for 68 detached residential units on approximately 4.6 acres, with a density of 14.8 du/ac.

PROJECT PLANNER:

Alejandro Rico, Associate Planner

BACKGROUND INFORMATION:

Existing Land Use Designations:

	General Plan	Zoning	Existing Land Use
Site:	Existing: General Commercial (C-G) Proposed: Multi-Family Residential (R-MF)	Existing: General Commercial (C-2) Proposed: Multi Family (R-3)	Vacant
North:	General Commercial (C-G)	General Commercial (C-2)	Vacant Lot
South:	Single Family (R-SF)	Single Family Residential (R-1)	Single Family Residential
West:	Single Family (R-SF)	Single Family Residential (R-1)	Single Family Residential
East:	Single Family (R-SF)	Single Family Residential (R-1)	Single Family Residential

PROJECT DESCRIPTION:

A. Site Area:

Approximately 4.6 acres

B. Lot Coverage:

Maximum Lot Coverage: 50%

Provided: 34%

C. Building/Unit Analysis:

Maximum Allowed: 24 dwelling units per acre

Provided: 14.8 dwelling units per acre

D. Parking Analysis:

Automobile Spaces Required: 193 Spaces Automobile Spaces Provided: 193 Spaces

E. Landscaping:

Minimum Requirement: 15%

Proposed: 23%

File #: 21-1718 Agenda Date: 10/4/2022 Agenda #: PH-C Category: Public Hearing

ANALYSIS:

The applicant is requesting that the Planning Commission review and recommend to the City Council, approval of a 68-unit condominium project on approximately 4.6 acres, with a density of 14.8 du/ac. Currently, the site is vacant with sidewalk, curb and gutter improvements on built along Citrus Avenue.

General Plan Amendment (GPA 21-008):

The General Plan amendment is a request to modify the General Plan Land Use designation of the project site and remove it from the Fontana Auto Center Overlay District as identified on the General Plan Land Use map. Currently, the proposed development is within the Fontana Auto Center Overlay District which does not permit residential housing. Changing the land use designation from General Commercial (C-G) to Multi-Family Residential (R-MF) and removing the parcel from the Overlay District is required to allow for multi-family residential development.

The project site will act as a transitional space between the single-family residential community to the south and commercial areas located along Highland Avenue while providing housing opportunities for residents. General Plan policies promoting this strategy include, "Promote interconnected neighborhoods with appropriate transitions between lower intensity and higher intensity land uses" (General Plan 15.34) and "Establish a range of rental and for sale housing opportunities in the city" (Housing Plan 4-3). As required in the General Plan, the design will follow sound urban design strategies with a well designed and attractive project.

Zoning Code Amendment (ZCA 21-010):

The Zoning Code amendment is a request to modify the Fontana Auto Center Overlay District and Zoning District of the project site. The proposed development is within the Fontana Auto Center Overlay District identified within the Zoning and Development Code; the overlay boundaries would be modified to remove the project site. The Zoning Map/Zoning District is proposed to be changed from General Commercial (C-2) to Multiple Family (R-3). These amendments would serve to allow the developer to build a multi-family project on the site.

Tentative Tract Map No. 20521 (TTM No. 21-009):

As previously mentioned, the project site is proposed to be zoned R-3 for multi-family development. 68 attached units are proposed with fourteen (14) buildings. The Tentative Tract Map request is to allow for the units to be sold as condominiums to individual owners.

Design Review No. 21-043:

The applicant has proposed a high-quality architecture contemporary craftsman style to be built for this project of 68 attached units as detailed above. Fourteen (14) two (2) story buildings are proposed for these condominium units. Architectural features include concrete tiles, wide window frames, window shutters, wood siding, roof mounted windows, accent fascia, stone veneer and carriage lights. Also, proposed is a variety of buildings with different color schemes to add variety to the design. Units are proposed with three (3) bedrooms, a kitchen, two (2) car garage, storage space, washer and dryer room and private patio area for each unit.

Power lines will be placed underground and parkway landscaping will be installed. A block wall

File #: 21-1718 Agenda Date: 10/4/2022 Agenda #: PH-C Category: Public Hearing

currently exists along the southern and eastern property lines and the developer will build a block wall along the northern property line. A six-foot-high wrought iron fence is proposed along the western property line.

An entry statement is proposed along Citrus Avenue. The entryway will have dense landscaping and decorative paving. Amenities include a cornhole gaming area, tot lot, lawn area and Bar-B-Que area in a centralized location. Additionally, a paseo is proposed along the exterior of the site within the rear and side setback areas. Two (2) additional open space areas are planned within along the eastern portion of the site with a cornhole gaming area and dog park.

Some infrastructure improvements along Citrus Avenue are existing with curb and gutter, and sidewalk. The developer will be required to underground utility poles, provide landscaping in the parkway and construct a driveway for vehicular access to the site.

Environmental:

An Initial Study (IS) has been prepared for this project pursuant to the California Environmental Quality Act (CEQA). Based on the information in the IS, no significant impact is anticipated as a result of project implementation, with mitigation incorporated, and a Mitigated Negative Declaration has been prepared per Section 15070 of the California Environmental Quality Act and per Section 6.04 of the City of Fontana 2019 Local Guidelines for Implementing the California Environmental Quality Act. The pertinent California Environmental Quality Act (CEQA) environmental documents can be viewed at https://www.fontana.org/2137/Environmental-Documents>

MOTION:

Approve staff recommendation

ATTACHMENTS:

- 1. Vicinity Map
- 2. Project Plans
- General Plan Amendment
- 4. Zoning Code Amendment
- 5. Planning Commission Resolution, Findings and Conditions of Approval
- 6. Notice of Public Hearing





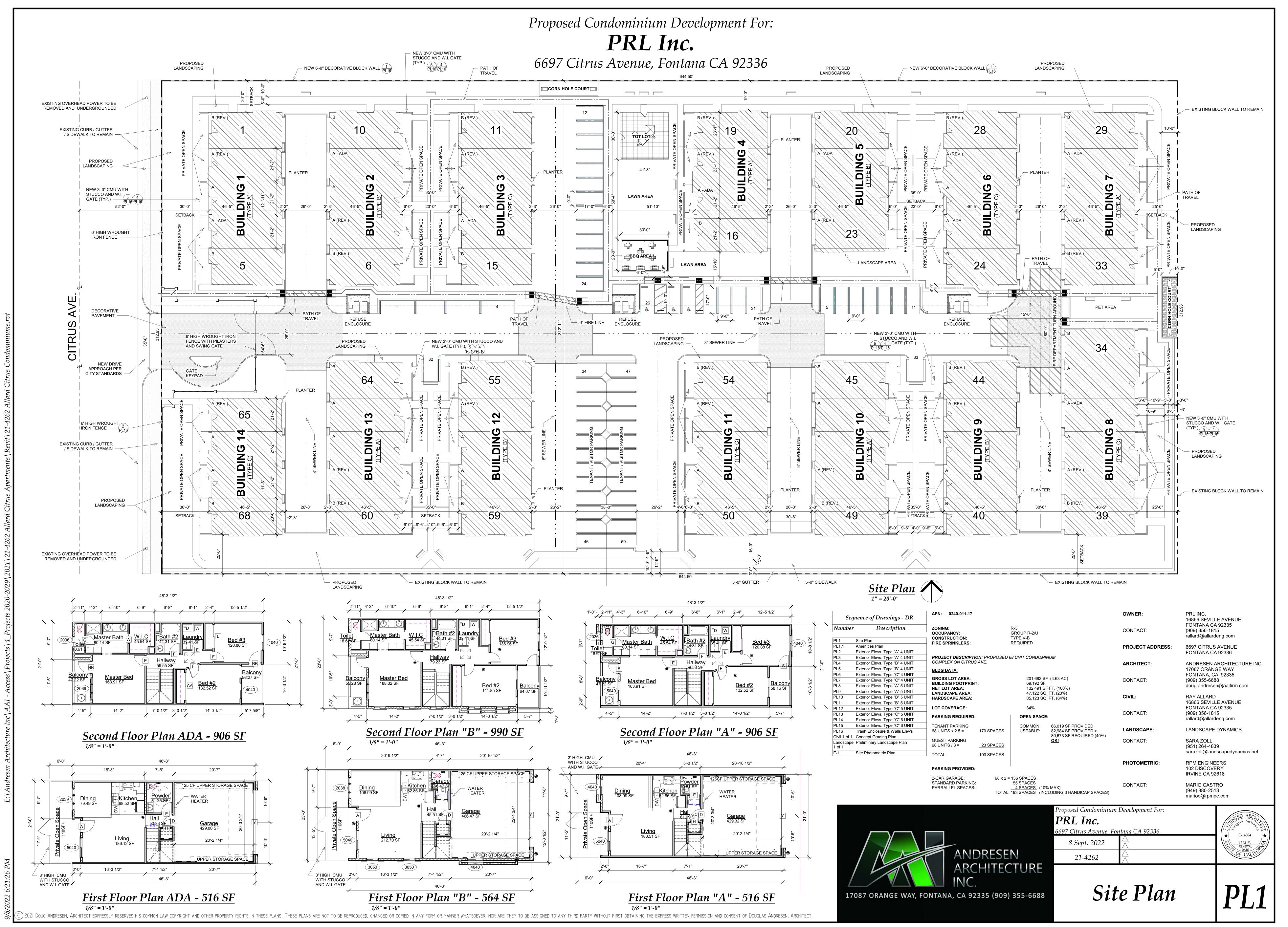
Vicinity Map

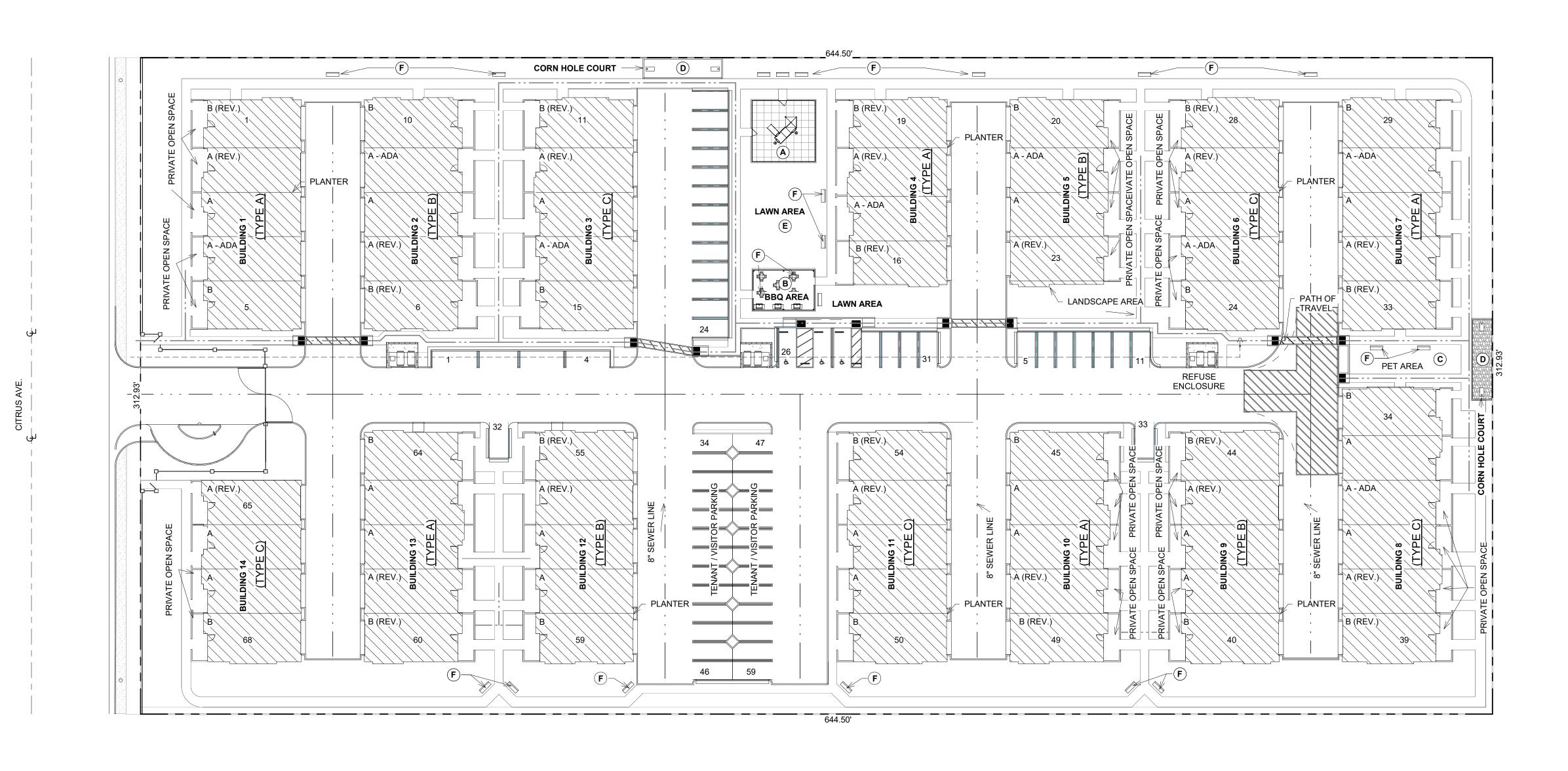
DATE: October 4, 2022

CASE: Master Case No. 21-120

General Plan No. 21-008 Zone Change No. 21-010 Tentative Tract Map No. 21-007

Design Review No. 21-043







Site Plan - Amenities

1" = 30'-0"









A Tot Lot Playground Area

B BBQ Area

C Pet Area

D Corn Hole Courts



E Open Lawn Area





F FURNITURE

Proposed Condominium	Development For:	
PRL Inc.		SED ARCHI
6697 Citrus Avenue, Fo	ntana CA 92336	C-14504
8 Sept. 2022	\triangle	0 12-31-23 RENEWAL
21-4262	\bigwedge	OF CALIFO

Amenities Plan PL1.1





Front Elevation Type "A" (4 unit) 1/4" = 1'-0"



Right Elevation - Type "A" (4 Unit)

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

	Proposed Condominium PRL Inc.	i Development For:	
	6697 Citrus Avenue, Fo	ontana CA 92336	┛/
	8 Sept. 2022		-
antha ann a	21-4262		

Exterior Elevs.
Type "A" 4 UNIT PL2



<u>Rear Elevation - Type "A" (4 unit)</u>

1/4" = 1'-0"



<u>Left Elevation - Type "A" (4 unit)</u>

1/4" = 1'-0"

Material Schedule "A'

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "A" 4 UNIT PL3



Proposed Condominium Development For:

PRL Inc.
6697 Citrus Avenue, Fontana CA 92336

8 Sept. 2022

21-4262

Fytorior Flors

Exterior Elevs.
Type "B" 4 UNIT PI

CONTEMPORARY CRAFTSMAN

<u>Front Elevation - Type "B" (4 unit)</u> 1/4" = 1'-0"



T.P. 2 18' - 2 1/2"

Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

M1 STUCCO MAIN COLOR - "RIVERBED" DEC76

M2 WOOD SIDING/DOORS/SHUTTERS/RAILING - "BLACK WALNUT" D
M3 WOOD SIDING - "STONE CREEK" DE6278

M4 ACCENT / TRIM / FASCIA - "WHITE FEVER" DEW345

M6 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

M7 SHINGLE SIDING - "GRAY WOLF" DE6354

609



T.P. 2 18' - 2 1/2" Second Floor Plan 1.P. 1 1/2" 9' - 1"

Rear Elevation - Type "B" (4 unit)

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<u>Right Elevation - Type "B" (4 unit)</u>
_{1/4" = 1'-0"}

Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

M1 STUCCO MAIN COLOR - "RIVERBED" DEC767 M2 WOOD SIDING/DOORS/SHUTTERS/RAILING - "BLACK WALNUT" DE6063

- M3 WOOD SIDING "STONE CREEK" DE6278

 M4 ACCENT / TRIM / FASCIA "WHITE FEVER" DEW345

 M5 STONE VENEER BORAL "SKYLINE" COUNTRY LEDGESTONE PROFIL

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022

610

21-4262 Exterior Elevs.
Type "B" 4 UNIT PL5





<u>Front Elevation - Type "C" (4 unit)</u> 1/4" = 1'-0"



<u>Left Elevation - Type "C" (4 unit)</u>

1/4" = 1'-0"

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 4 UNIT PL6





<u>Rear Elevation - Type "C" (4 unit)</u> 1/4" = 1'-0"



Right Elevation - Type "C" (4 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

SIDING MAIN COLOR - MISSION WHITE - DET673

ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

ACCENT COLOR - ESPRESSO MACCHIATO - DET680

SIDING SECONDARY COLOR - RIVER ROCKS - DE6061

STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

Proposed Condominium Development For:

6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 4 UNIT PL7





<u>Front Elevation - Type "A" (5 unit)</u>

1/4" = 1'-0"



Right Elevation - Type "A" (5 unit)

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "A" 5 UNIT PL8





Rear Elevation - Type "A" (5 unit)



<u>Left Elevation - Type "A" (5 unit)</u>

1/4" = 1'-0"

Material Schedule "A"

KEY COLOR (TO MATCH), DESCRIPTION

- M1 STUCCO MAIN COLOR MATCH "FLINTSTONE" DE6221
 M2 HORIZONTAL WOOD SIDING "BARREL STOVE" DE6216
 M3 WOOD SIDING "BROODING STORM" DET604

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "A" 5 UNIT PL9





<u>Front Elevation - Type "B" (5 unit)</u>

1/4" = 1'-0"



Right Elevation - Type "B" (5 unit)

Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

M3 WOOD SIDING - "STONE CREEK" DE6278
M4 ACCENT / TRIM / FASCIA - "WHITE FEVER" DEW345

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "B" 5 UNIT PL10





Rear Elevation - Type "B" (5 unit)



Material Schedule "B"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "B" 5 UNIT PL11





<u>Front Elevation - Type "C" (5 unit)</u>

1/4" = 1'-0"



Left Elevation - Type "C" (5 unit)

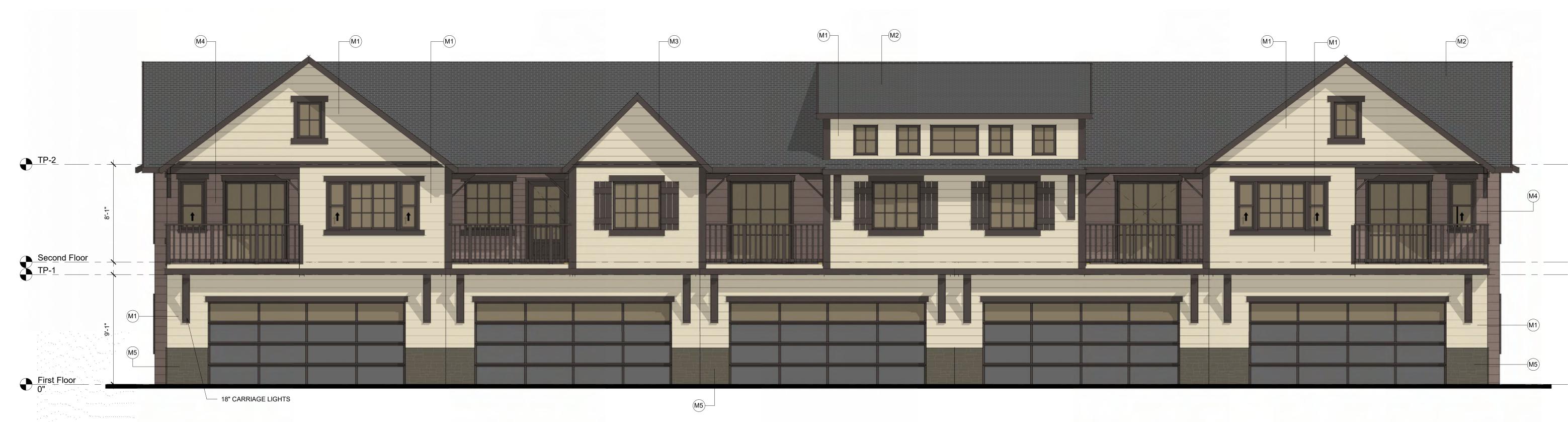
Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 5 UNIT PL12





<u>Rear Elevation - Type "C" (5 unit)</u> 1/4" = 1'-0"



Right Elevation - Type "C" (5 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

M1 SIDING MAIN COLOR - MISSION WHITE - DET673

M2 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

M3 ACCENT COLOR - ESPRESSO MACCHIATO - DET680

M4 SIDING SECONDARY COLOR - RIVER ROCKS - DE6061

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

Proposed Condominium Development For: PRL Inc. 6697 Citrus Avenue, Fontana CA 92336 8 Sept. 2022 21-4262

Exterior Elevs.
Type "C" 5 UNIT PL13



<u>Front Elevation - Type "C" (6 unit)</u> 1/4" = 1'-0"



Left Elevation - Type "C" (6 unit)

Material Schedule "C"

KEY COLOR (TO MATCH), DESCRIPTION

M1 SIDING MAIN COLOR - MISSION WHITE - DET673

M2 ROOFING - NEW POINT - SAXONY 900 COUNTRY SLATE - BRONZE PEARL BLEND

M3 ACCENT COLOR - ESPRESSO MACCHIATO - DET680

M4 SIDING SECONDARY COLOR - RIVER ROCKS - DE6061

M5 STONE VENEER - BORAL "SKYLINE" COUNTRY LEDGESTONE PROFILE

CONTEMPORARY CRAFTSMAN



Proposed Condominiu	m Development For:
PRL Inc.	
6697 Citrus Avenue,	Fontana CA 92336
8 Sept. 2022	
21-4262	

ARCHITECTURE INC.

17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

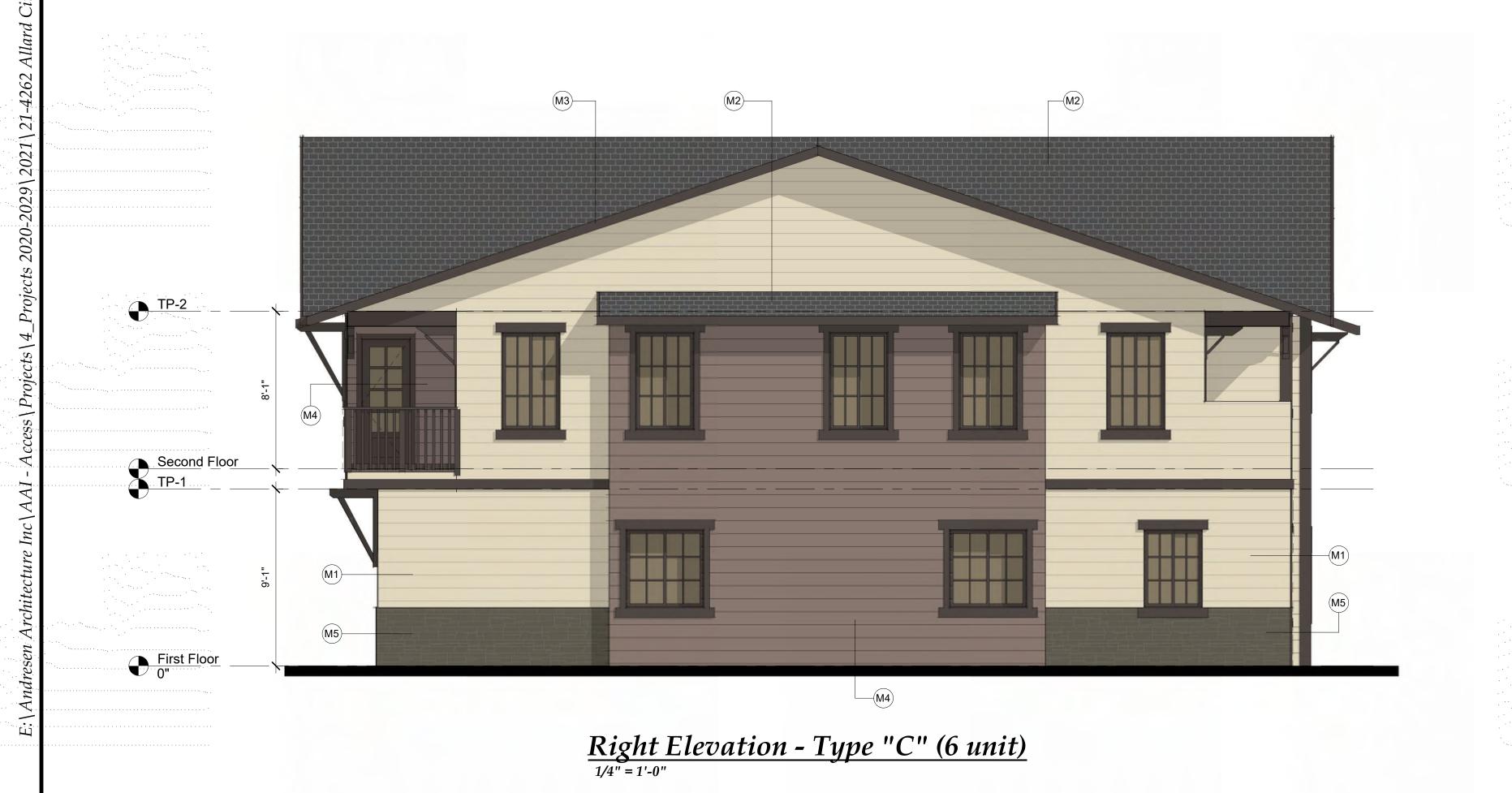
Type "C" 6 UNIT PL14





Rear Elevation - Type "C" (6 unit)

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CONTEMPORARY CRAFTSMAN

Proposed Condominium PRL Inc.	n Development For:	SED ARCHIA
6697 Citrus Avenue, F	ontana CA 92336	■ (C-14504
8 Sept. 2022		12-31-23 RENEWAL
21-4262		OF CALIFO.

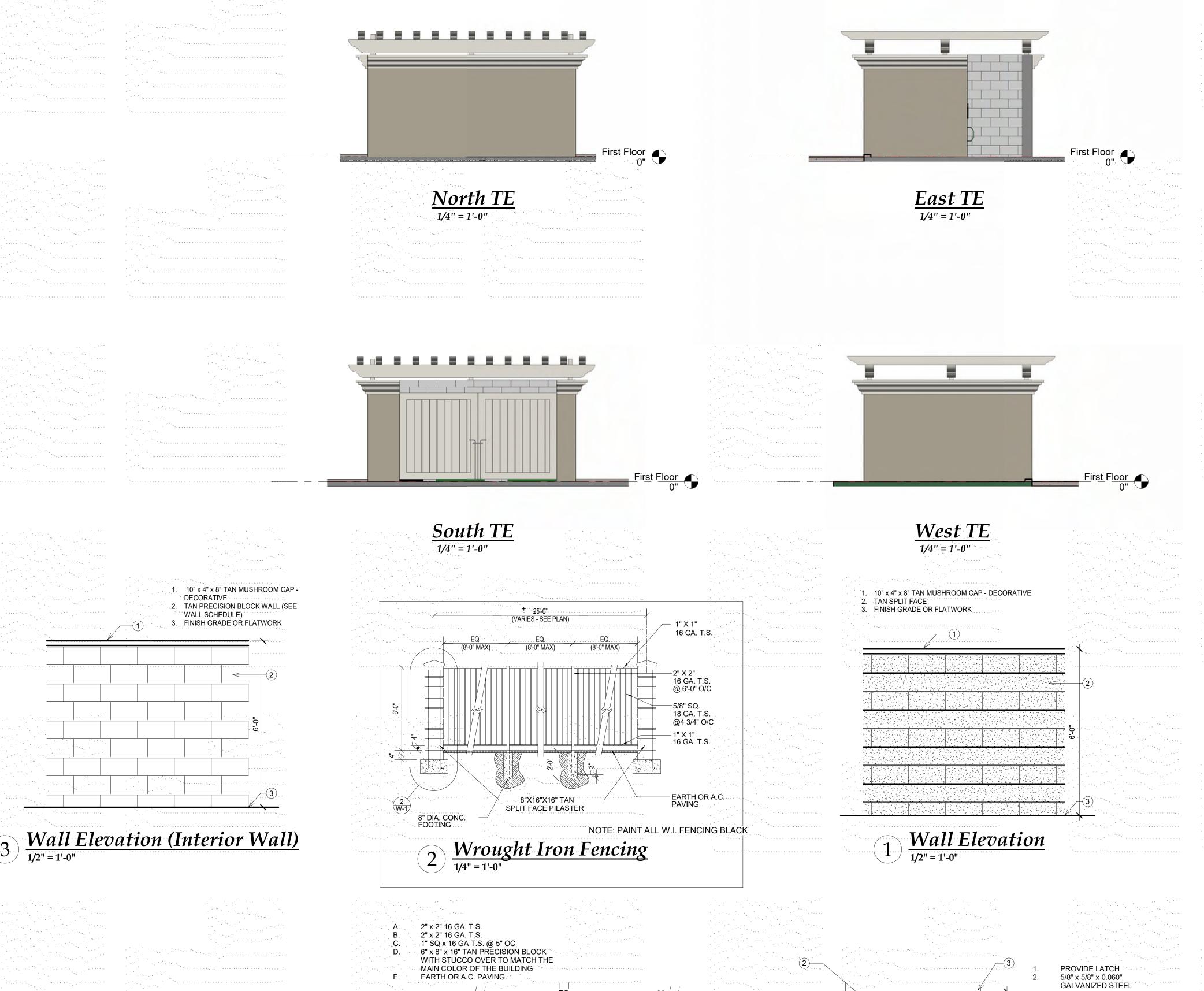
Exterior Elevs.
Type "C" 6 UNIT PL15



Material Schedule "TE"

M1 STUCCO MAIN COLOR - MATCH "FLINTSTONE" DE6221
M2 WOOD - "ANTIQUE PAPER" DE6218

KEY COLOR (TO MATCH), DESCRIPTION



Wrought Iron Fence

 Proposed Condominium PRL Inc.	Development For:	SED ARC
6697 Citrus Avenue, Fontana CA 92336		
8 Sept. 2022		★ C-14504 12-31-23 RENEWAL
21-4262		OF CALL

2" x 2" x 0.120"

Wrought Iron Gate

5/8" x 5/8" x 0.060" **GALVANIZED STEEL**

GALVANIZED STEEL TUBE

PICKETS AT 4" O/C (PAINT) 2" x 2" BALL BEARING STAINLESS STEEL HINGES

WITH NON-REMOVEABLE

Trash Enclosure PL16

UTILITY PROVIDERS:

CITY OF FONTANA SPRINT
8353 SIERRA AVE 2592 DUPONT DR
FONTANA, CA 92335 IRVINE, CA 92612
(909) 350-6632 (800) 659-9698

SO. CALIF. GAS COMPANY

1981 W. LUGONIA AVE

REDLANDS, CA 92374

(909) 335-7967

EMERGENCIES: (800) 427-2200

TIME WARNER CABLE

1500 AUTO CENTER DR

(909) 975-3439

SUNESYS, LLC

SO. CALIF. EDISON COMPANY

300 N. PEPPER AVE

RIALTO, CA 92376

SUNESYS, LLC

1325 PICO ST #106

CORONA, CA 92881

(951) 278-0400

(909) 820–5598 – UNDERGROUND UNDERGROUND SERVICE ALERT (909) 875–5100 – TRANSMISSION (800) 422–4133 (213) 637–1233 – PIPELINES (909) 357–6505 – DISTRIBUTION FONTANA WATER COMPANY

15966 ARROW ROUTE
AT&T FONTANA, CA 92335
22311 BROOKHURST ST SUITE 203 (909) 822-2201

HUNTINGTON BEACH, CA 92646 (714) 963-7964

BENCHMARK:

NATIONAL GEODETIC SURVEY MON.
EV9118, STAMPED "MWD 40A 1989"
A BRASS DISK IN EDISON TOWER NO. 18-3, NW LEGFOOTING, LOCATED APPROX. 1460' NORTH OF THE CENTERLINE OF SUMMIT AVE AND 238' WEST OF THE CENTERLINE OF CITRUS AVE.
NAVD 88 ELEVATION: 1679.78

BASIS OF BEARINGS:

TAKEN FROM THE CENTERLINE OF OLEANDER AVENUE AS SHOWN ON TRACT MAP NO. 16572, M.B. 304/38-44
BEING: NO0'00'22"W

EASEMENT NOTES

EASEMENT TO THE SOUTHERN CALIFORNIA EDISON FOR MAINTENANCE AND OPERATION OF ELECTRIC LINES AND TELEPHONE LINES AND CABLES, RECORDED IN BOOK 2832, PAGE 437 ON OCTOBER 3, 1951

AREA SUMMARY

GROSS AREA: 4.63 ACRES
NUMBERED LOTS 1 — AREA: 4.63

CITY OF FONTANA

_OT 1

AREA: 4.63 ACRES

FARWELL STREET

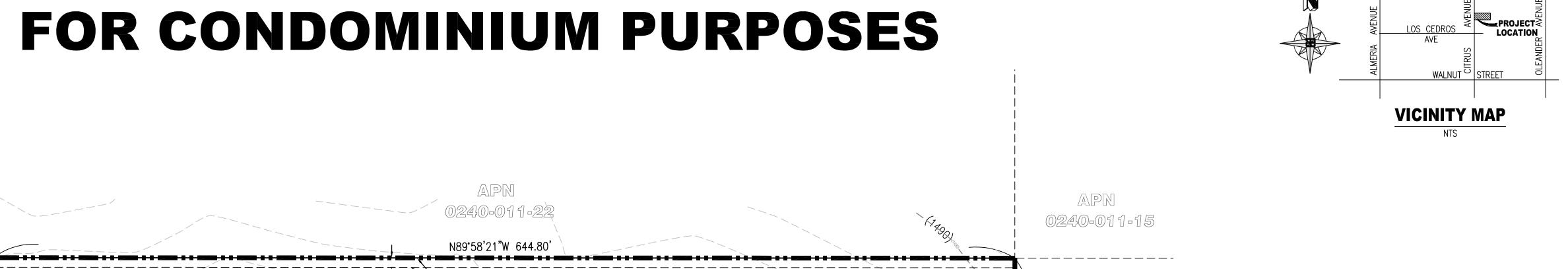
TO BE VACATED

N89°58'12"W 644.82'

TRACT

16363

TENTATIVE TRACT MAP NO. 20521 FOR CONDOMINIUM PURPOSES



LEGAL DESCRIPTION:

LOT 14, OF TRACT 1909, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 70 OF MISCELLANEOUS MAPS, INT HE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE CITY OF FONTANA BY DEED RECORDED FEBRUARY 12, 2004 AS INSTRUCMENT NO. 2004–0105424 OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO:

0240-011-17

TRACT

PROPOSED ZONNING:

MULTIPLE FAMILY (R-3)

EXISTING ZONING:

GENERAL COMMERCIAL (C-2)

ADJACENT ZONING:

NORTH - GENERAL COMMERCIAL (C-2) SOUTH - SINGLE FAMILY (R-1) EAST - SINGLE FAMILY (R-1) WEST - SINGLE FAMILY (R-1)

OWNER:

VIP STAY

DEVELOPER

PRL INC 16866 SEVILLE AVENUE FONTANA, CA 92335 PHONE (909) 356-1815

ENGINEER:

ALLARD ENGINEERING 16866 SEVILLE AVENUE FONTANA, CALIFORNIA 92335 PHONE (909) 356-1815 FAX (909) 356-1795

WEST R/W 104' EAST R/W 52' 52' 12' 40' 40' 26'

-EXISTING/PROPOSED R/W

AVENUE

PRIMARY HIGHWAY - 104' R/W CITRUS AVENUE

GRAPHIC SCALE 60 0 30 60 120 320 (IN FEET) 1 NCH = 80 FT.

- BOUNDARY LINE (TYP.)

TENTATIVE TRACT MAP NO. 20521

CITY OF FONTANA

PRL ENTERPRISES

16866 SEVILLE AVENUE

Prepared For:

FONTANA, CA 92335

PHONE (909) 356-1815 Fax (909) 356-1795



PAM 21-082



View From Citrus Ave.



View of Amenities

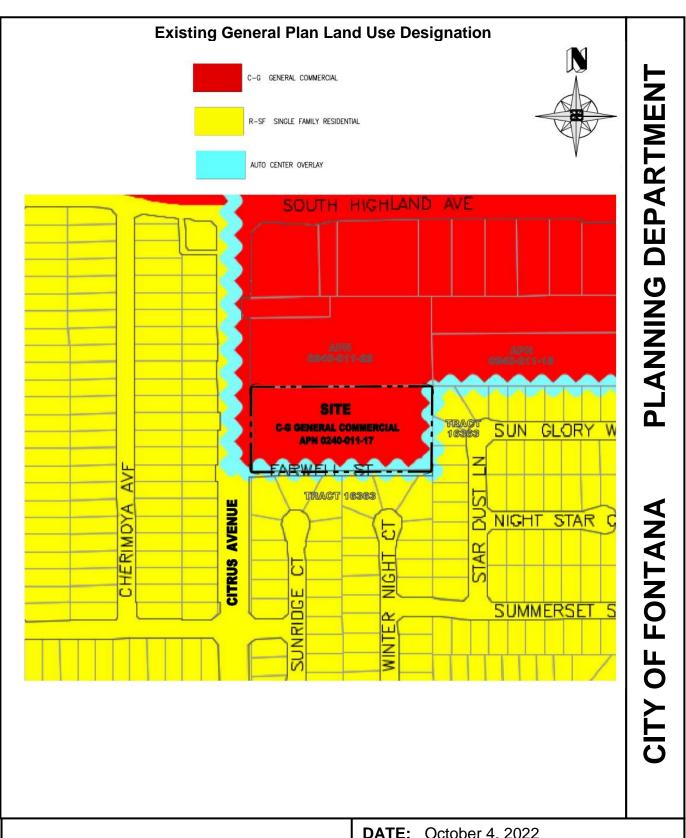


ANDRESEN ARCHITECTURE INC. 17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Condominium	Development For:
PRL Inc.	
6697 Citrus Avenue, Fo	ntana CA 92336
12 Sept. 2022	
21-4262	\triangle

3D Views

PL17



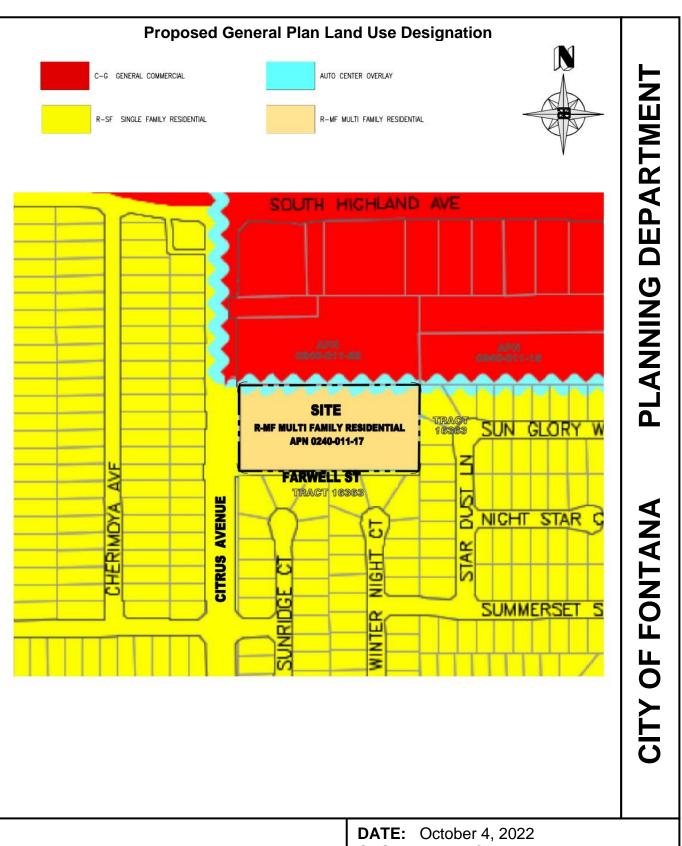
GENERAL PLAN EXHIBIT

DATE: October 4, 2022

Master Case No. 21-120 CASE:

General Plan No. 21-008

Zone Code Amend. No. 21-010 Tentative Tract Map No. 21-007

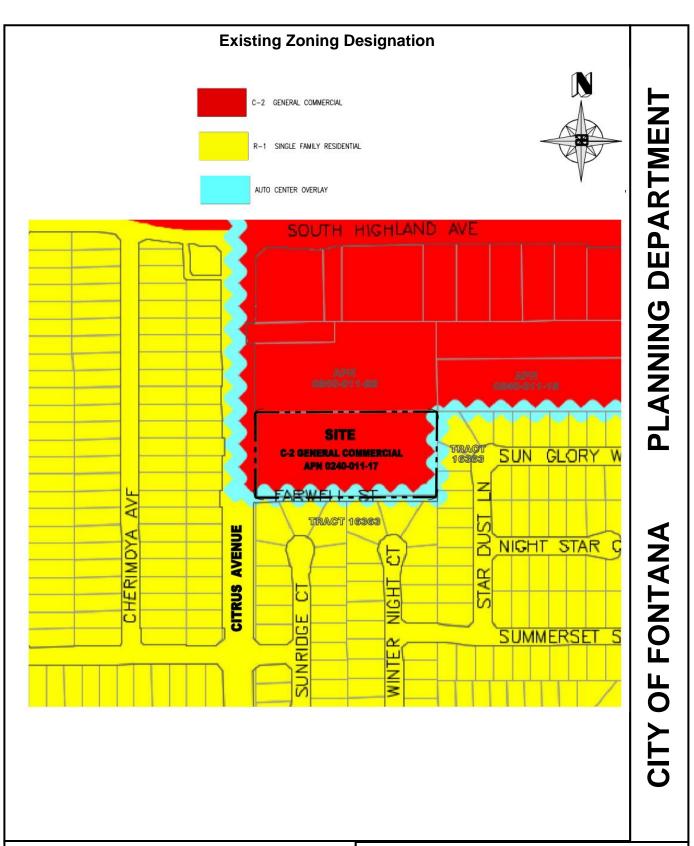


GENERAL PLAN EXHIBIT

CASE: Master Case No. 21-120

General Plan No. 21-008 Zone Change No. 21-010

Tentative Tract Map No. 21-007



ZONE CODE AMEND. EXHIBIT

DATE: October 4, 2022

CASE: Master Case No. 21-120

General Plan No. 21-008

Zone Code Amend. No. 21-010 Tentative Tract Map No. 21-007

ZONE CODE AMEND. EXHIBIT

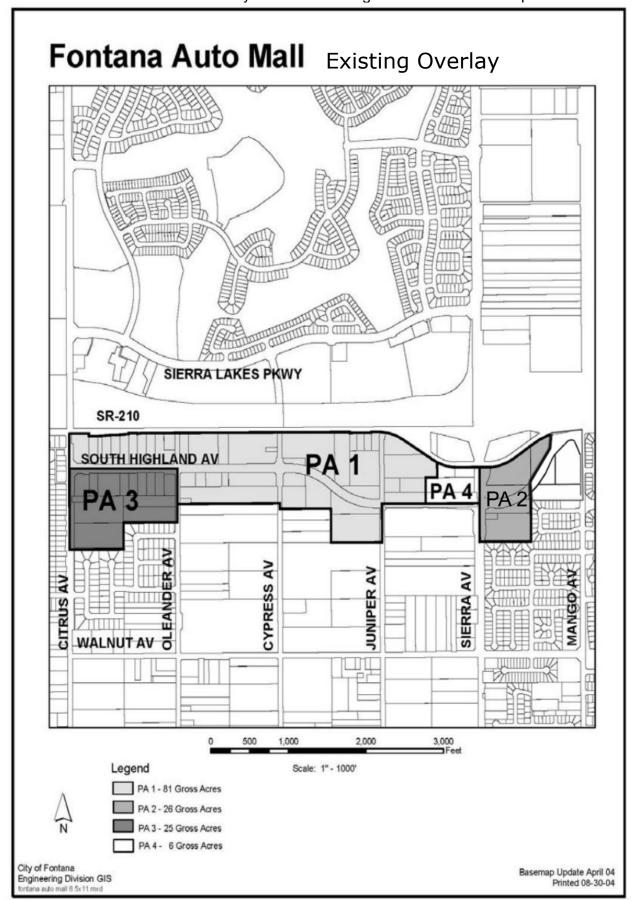
DATE: October 4, 2022

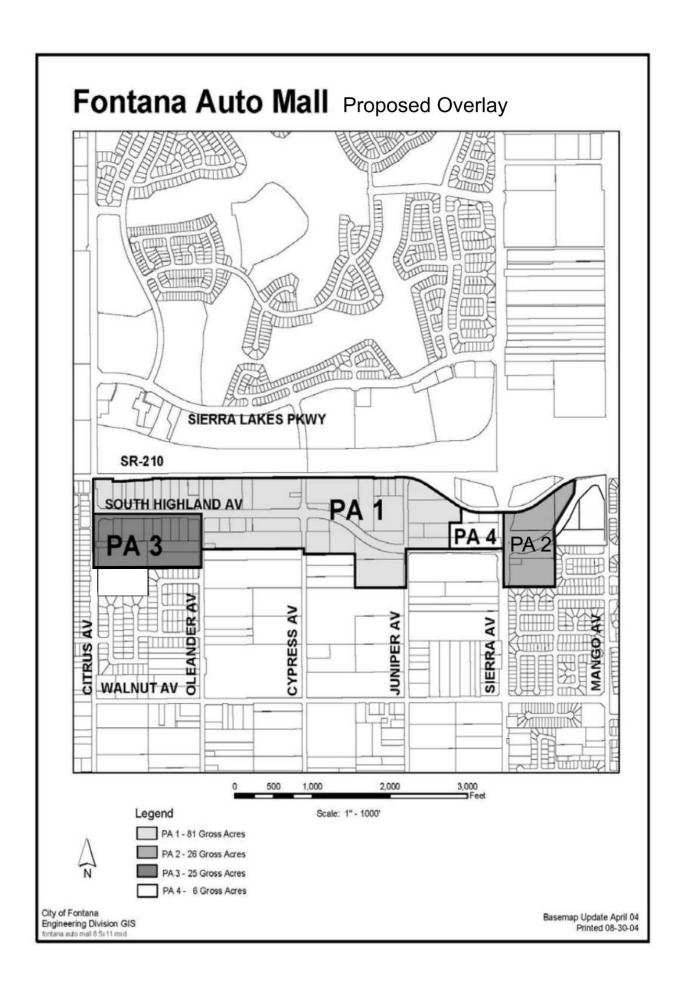
CASE: Master Case No. 21-120

General Plan No. 21-008

Zone Code Amend. No. 21-010 Tentative Tract Map No. 21-007

Figure 1. Fontana Auto Center Overlay District Planning Area Boundaries Map





RESOLUTION PC NO. 2022-___

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA RECOMMENDING THAT THE CITY COUNCIL ADOPT A ADOPT THE MITIGATED RESOLUTION TO NEGATIVE **DECLARATION AND MITIGATION MONITORING REPORTING** PROGRAM AND DIRECT STAFF TO FILE THE NOTICE OF DETERMINATION, ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 21-008, ADOPT AN ORDINANCE APPROVING ZONING CODE AMENDMENT NO. 21-010, AND ADOPT A RESOLUTION APPROVING TENTATIVE TRACT MAP NO. 20521 (TTM NO. 21-007) AND DESIGN REVIEW NO. 21-043, FOR THE CONSTRUCTION OF SIXTY-EIGHT ATTACHED RESIDENTIAL CONDOMINIUM UNITS ON A LOT OF APPROXIMATELY 4.6 GROSS ACRES.

WHEREAS, a request to recommend approval to the City Council for the proposed project which includes General Plan Amendment No. 21-008, Zoning Code Amendment No. 21-010, Tentative Tract Map 20521 (TTM No. 21-007) and Design Review Project No. 21-043.

Project Applicant: PRL Enterprises

6997 Citrus, LLC 16866 Seville Avenue Fontana, CA 92335

Project Location: The project site is located south of the intersection at Citrus Ave

and South Highland Ave at 6697 Citrus Ave (APN: 0240-011-17).

Project Site Area: 4.6 gross acres

WHEREAS, on October 4, 2022, the Planning Commission received a staff report and all the information, evidence, and public testimony and considered General Plan Amendment No. 21-008, Zoning Code Amendment No. 21-010, Tentative Tract Map No. 20521 (TTM No. 21-007) and Design Review No. 21-043; and,

WHEREAS, the City of Fontana wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and,

WHEREAS, the proposed project area is currently located in the General Commercial (C-G) district within the General Plan Land Use Map which is intended for commercial uses, which does not allow multi-family development and must be amended for the proposed project; and,

WHEREAS, the proposed project area is currently located in the Auto Center Overlay District within the General Plan Land Use Map. The site is within Planning Area 3, which does not allow multi-family development and must be amended for the proposed project; and,

WHEREAS, the proposed project area is currently located in the General Commercial (C-2) district within the Zoning District Map and within the Figure 1. Fontana Auto Center Overlay District Planning Area Boundaries Map as also referenced under Sec. 30-638. – Fontana auto center overlay district project area boundary of the Zoning and Development Code, both of which are intended for commercial uses, do not allow multi-family development, and must be amended for the proposed project; and,

WHEREAS, pursuant to Section No. 15070 California Environmental Act (CEQA), and pursuant Section No. 6.04 of the 2019 Local Guidelines for Implementing CEQA, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared, and concluded that no significant impacts would be caused by the project, therefore, a Notice of Determination was prepared for Planning Commission's consideration; and,

WHEREAS, Conditions of Approval have been prepared and are attached hereto as Exhibit "A" for Tentative Tract Map No. 20521 (TTM No. 21-007); and,

WHEREAS, Conditions of Approval have been prepared and are attached hereto as Exhibit "B" for Design Review No. 21-043; and,

WHEREAS, the owners of property within 660 feet of the proposed project site were notified via public hearing notice mailer prior to the Public Hearing; and a notice of the public hearing was published in *San Bernardino County Sun* newspaper on September 14, 2022, at City Hall and at the project site; and,

WHEREAS, the Commission carefully considered all information pertaining to the proposed project, including the staff report, findings, and all the information, evidence, and testimony presented at its public hearing on October 4, 2022; and,

WHEREAS, General Plan Amendment No. 21-008, Zoning Code Amendment No. 21-010, Tentative Tract Map No. 20521 (TTM No. 21-007) and Design Review No. 21-043 are supported by goals and policies of the General Plan; and

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

NOW, **THEREFORE**, the Planning Commission RESOLVES as follows:

Section 1. Recitals. The above recitals are incorporated herein by reference.

<u>Section 2.</u> The City of Fontana Planning Commission hereby makes the following findings for General Plan Amendment No. 21-008 in accordance with Section 30-31 "Purpose" of the Fontana Zoning and Development Code:

Finding: The purpose and intent is to keep an updated general plan to reflect the current desires and needs of the citizens for the long-term growth of the City.

Findings of Fact:

The applicant is proposing to remove the project site from the Auto Center Overlay District and modify the General Plan Land Use design to change the project site from General Commercial to Multi Family Residential (R-MF). This would allow the developer to build 68 attached multi-family units. Currently, there is a demand for housing in Fontana and throughout the region which the project will address with an attractive housing development that will provide a desirable space with landscaping, amenities and high-quality architecture.

<u>Section 3.</u> The City of Fontana Planning Commission hereby makes the following findings for Zoning Code Amendment No. 21-08 in accordance with Section 30-40 "Purpose" of the Fontana Zoning and Development Code:

Finding:

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

Findings of Fact:

The applicant is proposing to remove the project site from the Auto Center Overlay District and modify the Zoning District Map to change the project site to Multiple Family (R-3). The development is appropriate for the area as it would provide a multi-family development site that would act as a transition from the commercial area located north of the site and the existing single-family areas to the south along Citrus Ave. As mentioned above, the project will include high quality multi-family housing with paseos, landscaping, adequate parking and amenities.

<u>Section 4.</u> The City of Fontana Planning Commission hereby makes the following findings for Tentative Tract Map No. 20521 (TTM No. 21-007) in accordance with Section 26-55 (e) "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: The proposed map is consistent with the City's General Plan and any applicable specific plan.

Findings of Fact:

The Tentative Tract Map is a request for condominium units to be established on a lot that is approximately 4.6 acres. The project is proposed with attached residential units and is within the proposed density range of the R-3 Zoning District which allows a density of 12-24 units per acre. The proposed lot would be consistent with the proposed General Plan designation for the project site and the regulations of the R-3 Zoning District. The

project meets the zoning requirements for setbacks, landscaping, lot coverage, open space, architecture and wall standards.

Finding No. 2: The design and improvements of the proposed tentative tract map is consistent with the General Plan and any applicable specific plan.

Findings of Fact:

The design of the proposed project, as mentioned in Finding No. 1, above would be consistent with the proposed General Plan. Street improvements including curb, gutter, and requirements of the Community Mobility and Circulation chapter of the General Plan, Subdivisions (Chapter 26), and the Zoning and Development Code (Chapter 30) have been met. This project is required to connect to the City's sewer system. Additionally, the project has been reviewed by the Engineering Department and San Bernardino County Fire Department for safety and access.

Finding No. 3: The site is physically suitable for the type and density of development proposed.

Findings of Fact:

The project size, shape, and topography are suitable for this type and density of development. The project site is approximately 4.6 acres and accommodates the proposed 68 attached residential units within the R-3 Zoning District. All street improvements will be constructed pursuant to applicable building, zoning, and fire code standards, as mentioned in Finding No. 2 above. Access to this proposed project site will be provided via Citrus Avenue which is classified as a Primary Highway in the Hierarchy of Streets Plan.

Finding No. 4: The design of the tentative tract map or the proposed improvements are not likely to cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact:

The design of the Tentative Tract Map and the proposed improvements as described in Finding No. 1 through Finding No. 3, complies with the City of Fontana's Municipal Code requirements, Conditions of Approval (referenced herein), and will not cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. A Notice of Determination has been prepared for the proposed project pursuant to Section No. 15070 of the California Environmental Act (CEQA) and pursuant to Section No. 6.04 of the 2019 Local Guidelines for Implementing CEQA an Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program. The project is not anticipated to have a significant effect on the environment.

Finding No. 5: The design of the tentative tract map or type of improvements will not cause serious public health problems.

Findings of Fact:

The design of the subdivision as described in Finding No. 1 through Finding No. 4 above complies with the City of Fontana's Municipal Code requirements. The improvements associated with the subdivision such as street driveway access, underground utilities, and parkway landscaping will be constructed and have been designed as part of this project pursuant to the Zoning and Development Code and Fontana Municipal Code. Additional improvements such as water connection will be built pursuant to applicable building, zoning, and fire code standards; therefore, the project shall promote the public health, safety, and welfare of the surrounding community and will not cause public health problems. The project was reviewed by the Fontana Fire District and Building and Safety, and the appropriate conditions have been placed on the project.

Finding No. 6:

The design of the tentative tract map or the types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact:

The design of the tentative tract map and improvements will not conflict with any access easements acquired by the public. The proposed project site will be accessed from Citrus Avenue. Currently there are no other public access easements through or within the proposed subdivision.

<u>Section 5.</u> The City of Fontana Planning Commission hereby makes the following findings for Design Review No. 21-043 in accordance with Section 30-111 of the Fontana Zoning and Development Code:

Finding No. 1:

This proposal meets or exceeds the criteria contained in Division 2 of the Zoning and Development Code and will result in an appropriate and desirable development.

Findings of Fact:

The project, as proposed, is a request for the Planning Commission to review and forward recommendation of approval for the site and architectural design for the proposed 68 attached residential units within the R-3 District. The units will range in size from 1,422 to 1,554 square feet and every unit is proposed to be three (3) bedrooms. The project meets or exceeds the criteria contained in the Design Review section of the Zoning and Development Code and the requirements of the R-3 Zoning District. These requirements include standards for setbacks, landscaping, lot coverage, community entries, architecture and wall standards. The proposed architecture design is high quality Contemporary Craftsman which is desirable for the immediate community. The Design Review includes site and architectural review of an approximate 4.6-acre site. If approved, the density

will be 14.8 units per acre which is within the twelve (12) to twenty-four (24) units per acre range permitted in the R-3 District. Additionally, 47,122 square feet of open space is prosed including landscaping, private yards, a tot lot, bar-b-que area, park furniture, dog park and cornhole games. Paseos are proposed with trees, shrubs, benches and groundcover with broad spaces between buildings.

The project will be an appropriate and desirable development for the area. This project meets or exceeds the criteria contained in the Design Review section of the Fontana Zoning and Development Code.

Finding No. 2:

The proposal is in its design and appearance is aesthetically and architecturally pleasing while enhancing the character of the surrounding neighborhood.

Findings of Fact:

The proposed detached residential units reach a maximum height of twenty-six (26) feet and eight (8) inches. The architectural theme is called Contemporary Craftsman and features three attractive color designs. Each color style will reflect light earth tone warm colors and vibrant accent colors. Architectural relief utilized for the proposed project consists of decorative window treatments, varied roof lines, architectural "pop-outs," porches, grouped windows, and other features appropriate for the architecture. The use of a variety of colors and decorative shutters will add architectural diversity to each plan. All units are designed with concrete tile roofing material coordinated to match the color scheme of the project elevation. All Plans are proposed as two (2) story structures. Additionally, garage doors will incorporate varied door colors, windows and patterns appropriate for each plan. Landscaping is included to provide shade, screening and to beautify the site. The proposed architecture as described above is consistent with the requirements in the Zoning Code.

Finding No. 3:

The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact:

The proposed development complies with the Zoning and Development Code. The improvements include sewer and storm drain systems, site circulation, parking, landscaping, open space, lighting, driveways, sidewalks and decorative paving which are appropriate and will result in a well-designed residential community.

Finding No. 4:

The proposal is consistent with the General Plan and applicable Specific Plan.

Findings of Fact:

The proposed General Plan land use designation Multi Family

Residential (R-MF) provides for a consistent blend of residential development and is intended to accommodate higher density residential development. The proposed project is within the proposed R-3 Zoning District and will have an average density of 14.8 dwelling units per acre which is within the range of twelve (12) to twenty-four (24) units per acre as indicated in the R-3 District.

Finding No. 5: The proposal promotes the public health, safety, and welfare of the community.

Findings of Fact:

The proposed project as described in the above findings will result in the construction of sixty-eight (68) attached units. All new improvements such as driveways, streets, sidewalks, drive aisles, and setbacks will comply with all applicable building, zoning, and fire codes and standards, and therefore, shall promote the public health, safety, and welfare of the surrounding community.

<u>Section 6.</u> The Planning Commission has reviewed and considered the Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The Planning Commission finds that the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program contain a complete and accurate reporting of all the environmental impacts associated with the Project. The Planning Commission further finds that the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been completed in compliance with the 2019 Local CEQA Guidelines and the State CEQA Guidelines.

<u>Section 7.</u> Based on the foregoing, the City of Fontana Planning Commission recommends that the City Council adopts a resolution adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program and directing staff to file the Notice of Determination, and adopts a resolution recommending that the City Council approve General Plan Amendment No. 21-008, adopt an ordinance approving Zoning Code Amendment No. 21-010, and adopt a resolution approving Tentative Tract Map No. 20521 (TTM No. 21-007) and Design Review No. 21-043 subject to the findings as indicated herein and the Conditions of Approval, which have been prepared and are attached hereto as **Exhibit "A"** and **Exhibit "B"**.

<u>Section 8.</u> Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department – Planning Department 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

<u>Section 9.</u> The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 4 th day of October, 2022.
City of Fontana
Cathline Fort, Chairperson
ATTEST:
I, Idilio Sanchez, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on this 4th day of October, 2022, by the following vote, to-wit:
AYES: NOES: ABSENT:

Resolution PC No. 2022-____

ABSTAIN:

Idilio Sanchez, Secretary

Exhibit "A"



CITY OF FONTANA CONDITIONS OF APPROVAL

PROJECT: Master Case No. 21-120

Tentative Tract Map No. 20521

(TTM No. 21-007)

LOCATION: The project site is located near the corner of Highland Avenue and Citrus

Avenue at 6697 Citrus Avenue (APN: 0240-011-17) on approximately 4.6

DATE: October 4, 2022

acres.

PLANNING DEPARTMENT:

 The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:

- A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
- B. All other Conditions of Approval imposed by this project have been fulfilled.
- 2. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the

City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

- 3. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-23 of the Municipal Code.
- 4. This tentative tract map shall comply with all applicable development standards of Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development) of the Municipal Codes of the City of Fontana and the Subdivision Map Act.
- 5. The applicant shall underground all utilities, which for the purpose of this condition shall also include all boxes, structures and/or other equipment located in the public right-of-way, any public utility easement(s) and on any private property, to the satisfaction of the Director of Community Development. A note to this effect shall be placed on the map prior to recordation of the final map.
- 6. This Tentative Tract Map shall become null and void two (2) years from the date of approval as outlined by Section 26-58 of the Municipal Code, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.
- 7. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
- 8. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign from the project site. The applicant may request a refund of the \$300 sign deposit. The request shall be submitted to the Planning Department.
- 9. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program as approved by the City Council on _____.

- 10. All conditions of approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet all the final building and grading plans prior to issuance of any building or grading permits.
- 11. Historic Archaeological Resources
 - A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
 - B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
 - C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.
- 12. The construction contractor will use the following source controls at all times:
 - A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.
 - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
 - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.

- D. Have only necessary equipment onsite.
- E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
 - 2. Temporarily enclose localized and stationary noise sources.

BUILDING AND SAFETY DIVISION:

- 13. Shall comply with the latest adopted edition of the following codes as applicable:
 - A. California Building Code
 - B. California Residential Code
 - C. California Electrical Code
 - D. California Mechanical Code
 - E. California Plumbing Code
 - F. California Energy Code
 - G. California Fire Code
 - H. California Green Building Standards Code
- 14. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
- 15. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
- 16. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
- 17. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
- 18. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to, and approved by Building & Safety. The grading plans shall indicate all site improvements, and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods, to an approved location public street, public drainage system, etc.

- C. Drainage water shall not cross over a public sidewalk. Drainage water may however cross under a sidewalk if an approved drainage structure is used.
- D. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
- E. No water course or natural drainage shall be obstructed.
- F. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
- G. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to slag or dirt swale) unless otherwise approved by the Building Official.
- H. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to, and approved by Building & Safety.
 - The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
- I. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 - 1. The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 - 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
 - 3. All proposed drainage structures; and
 - 4. Any proposed and/or required walls or fencing.
- 19. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 20. The following items shall be completed and/or submitted to Building & Safety as applicable prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification

- D. Pad elevation certification
- E. Rough grade inspection signed off by a City Building Inspector

ENGINEERING:

- 21. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
- 22. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
- 23. The Applicant shall maintain all improvements and utilities within the public rightof-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
- 24. Project driveway along Citrus Avenue shall be right-in/right-out.

PRIOR TO ISSUANCE OF GRADING PERMIT

25. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

26. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

- 27. The Applicant shall record All map's as required for the development.
- 28. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

- 29. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
- 30. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
- 31. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
- 32. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
- 33. All sewers and storm drains shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspection. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
- 34. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

- 35. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.
- 36. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet

unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.

- 37. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.
- 38. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
- 39. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
- 40. Water System Commercial. Prior to map recordation, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travelways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

The Fire Flow for this project shall be: 1500 GPM for a two hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,500 Square Foot structure.

- 41. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
- 42. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the jobsite. California Fire Code Chapter 5.
- 43. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

- 44. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3
- 45. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
- 46. *Fire Extinguishers*. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. <u>California</u> Fire Code Chapter 9.
- 47. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum six (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 48. *Illuminated Site Diagram*. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 49. *Key Box*. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. <u>California Fire Code Chapter 5 & SBCoFD Standard A-4</u>
- 50. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3
- 51. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. <u>SBCoFD Standard A-1</u>

Resolution I	PC No.	. 2022-	
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52. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with Fire Department requirements. California Fire Code Chapter 6.

END OF CONDITIONS

Exhibit "B"



CITY OF FONTANA CONDITIONS OF APPROVAL

PROJECT: Master Case No. 21-120

Design Review Project No. 21-043

LOCATION: The project site is located near the corner of Highland Avenue and Citrus

Avenue at 6697 Citrus Avenue (APN: 0240-011-17) on approximately 4.6

DATE: October 4, 2022

acres.

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:

- A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
- B. All other Conditions of Approval imposed by this project have been fulfilled.
- 2. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Division inspection, has commenced within this period.
- 3. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the

right to retain legal counsel. The applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

- 4. In the event that one or more of the Conditions of Approval for this project needs to be amended and/or deleted due to health, safety or welfare concerns, the City Manager is authorized to approve or conditionally approve such amendment/deletion, provided that City Manager shall bring such proposed amendment/deletion to the City Council at the next available meeting for City Council ratification, but in no event later than sixty (60) days following the City Manager's decision. The noticing of such City Council meeting for possible ratification shall be pursuant to Sections No. 30-23 of the Municipal Code.
- 5. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.
- 6. The Director of Planning, or his/her designee, shall have the authority for minor architectural changes focusing on items such as window treatments, color combinations, façade treatments, and architectural relief. Questions on the interpretation of this provision or changes not clearly within the scope of this provision shall be submitted to the Planning Commission for consideration under a Revision to the Design Review.
- 7. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be covered with concrete or similar durable material a minimum of ½ inch thick, or as determined by the Director of Planning.
- 8. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.

- 9. The developer shall provide clustered and/or individual mail box(es) for the delivery of mail to future residents of the development in a convenient location and is well-lit. The mail box shall not block the line of sight. The mail boxes shall be made of durable material and shall be installed in a manner that is resistant to vandalism and meets the requirements of the Post Office. The developer is responsible for contacting the Post Office for the type and location of the mail boxes within their development. Any replacements of the mail boxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.
- 10. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.
- 11. After the fifteen (15) day appeal period, the applicant shall remove the notice of Filing sign from the project site. The applicant may request a refund of the \$300 sign deposit. The request shall be submitted to the Planning Department.

12. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, cease construction activities in the immediate vicinity of the find until the find can be assessed. All tribal cultural and archaeological resources unearthed by project construction activities shall be evaluated by the qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, interested Tribes (as a result of correspondence with area Tribes) shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request preservation in place or recovery for educational purposes. Work may continue on other parts of the project while evaluation takes place.
- B. Preservation in place shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavation to remove the resource along the subsequent laboratory processing and analysis. All Tribal Cultural Resources shall be returned to the Tribe. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to the Tribe or a local school or historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of human remains and associated funerary objects shall be taken. Principal personnel shall meet the

Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. The Qualified Archaeologist shall ensure that all other personnel are appropriately trained and qualified.

- 13. The construction contractor will use the following source controls at all times:
 - A. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(7) of the Municipal Code.
 - B. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
 - C. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
 - D. Have only necessary equipment onsite.
 - E. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - 1. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
 - 2. Temporarily enclose localized and stationary noise sources.
- 14. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
- 15. The occupants of this facility shall comply with applicable provisions of local, state and federal laws and regulations with respect to noise, vibration, smoke, odors, fire and explosive hazards, including, but not limited to the City's adopted Hazardous Materials Management Plan and Industrial Wastewater/Discharge requirements.
- 16. All future monument signs shall be reviewed under a separate Design Review Sign application.
- 17. All built in gas barbeques shall be installed with safety locks to the satisfaction of the Director of Planning.
- 18. The current Development fees must be paid prior to issuance of building/construction permits.
- 19. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.

- 20. All landscaping must be adequately maintained at all times.
- 21. All masonry block walls shall be a minimum of six (6) ft. tall with a prefabricated cap when fronting the public right of way.
- 22. Applicant shall pay all applicable service fees pursuant to the City of Fontana Municipal Code.
- 23. All unit garage doors shall include vertical or horizontal windows.
- 24. Adequate visual screening shall be provided adjacent to the interior lots of the project site and shall be provided by the developer. Screening shall be provided by a combination of trees, block wall or screening methods to the satisfaction of the Director of Planning.

Prior To Building Permit Issuance

- 25. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.
- 26. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.
- 27. The applicant shall post the most recent City of Fontana General Plan map, size 24-inches by 36-inches, in all offices selling new homes in the subdivision, whether on-site or remote. The project site/tract boundary shall be clearly delineated on the General Plan map. Additionally, a 24-inch by 36-inch map showing the school district boundaries (for all districts in the City) shall be displayed. The General Plan information and school district boundaries may be included on the same map. The maps shall be clearly and prominently displayed and be visible to all persons entering the sales office.
- 28. The applicant and/or property owner shall file a petition with the Fontana City Council requesting police enforcement of the California Vehicle Code and the Fontana Municipal Code on the private streets of the development while the development is under a single ownership, or prior to Certificate of Occupancy of any dwelling unit.
- 29. If a digital video surveillance system is available at the premise, it is recommended to be an internet-based system and shall be maintained in proper working order at all times. The surveillance video/visual media shall be maintained for a minimum of sixty (60) days and upon request, shall be accessible

- to law enforcement personnel for viewing, copying and collection purposes during regular business hours.
- 30. A locator map or directory should be posted at the site entrances. The directory should be located on the site so as to be easily and quickly identified and free from visual obstruction. The directory should be illuminated from dusk until dawn. The directory should have vandal resistant glazing to minimize criminal damage and the structure should be weather resistant.
- 31. Adhere to the city light standard of one foot candle minimum of light for all entrances, exits, pedestrian walkways, parking lots and activity areas. Reflect all light fixtures on the site plan. The type of illumination shall be either florescent, metal halide or white L.E.D.'s., and the luminaries shall be vandal resistant. All luminaries shall remain lit from dusk until dawn. Provide a photometric layout under separate exhibit to ensure the minimum light standard is met.
- 32. The applicant/developer shall comply with the mitigation measures identified in the Initial Study/Mitigated Negative Declaration Mitigation Monitoring and Reporting Program as approved by the City Council on _____.

BUILDING AND SAFETY DIVISION:

- 33. Shall comply with the latest adopted edition of the following codes as applicable:
 - I. California Building Code
 - J. California Residential Code
 - K. California Electrical Code
 - L. California Mechanical Code
 - M. California Plumbing Code
 - N. California Energy Code
 - O. California Fire Code
 - P. California Green Building Standards Code
- 34. The applicant shall install an automatic fire suppression system, which is required in all new construction per FMC Chapter 11 Article II. Design and type of system shall be based upon the requirements of the Building Code, Fire Code and the requirements of the Fontana Fire Prevention District.
- 35. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
- 36. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.

- 37. The applicant shall have the tract or parcel map recorded prior to the issuance of any building permits.
- 38. The applicant shall comply with the following grading requirements:
 - A. Grading plans shall be submitted to, and approved by Building & Safety. The grading plans shall indicate all site improvements, and shall indicate complete drainage paths of all drainage water run-offs.
 - B. All drainage water shall drain via approved methods, to an approved location public street, public drainage system, etc.
 - C. Drainage water shall not cross over a public sidewalk. Drainage water may however cross under a sidewalk if an approved drainage structure is used.
 - J. A recorded drainage acceptance agreement is required from adjoining property(s) receiving flows from this property.
 - K. No water course or natural drainage shall be obstructed.
 - L. Minimum slope or grade for ALL drainage structures shall be one half (0.50) percent for concrete and one (1.0) percent for all other, or as otherwise approved by the Building Official.
 - M. Drainage water shall not pass from an 'improved' type of drainage structure to an 'unimproved' type of drainage structure (e.g., concrete swale to slag or dirt swale) unless otherwise approved by the Building Official.
 - N. A complete hydrology study using the latest edition of the San Bernardino County Flood Control Hydrology Manual, and complete hydraulic calculations justifying the size, slope, capacity, etc. of any and all drainage structures being utilized, shall be submitted to, and approved by Building & Safety.
 - The on-site drainage system shall, as a minimum, be designed to handle the run-off generated by a ten (10) year storm. Check for flooding of all on-site structures (buildings) and all adjacent properties during a hundred (100) year storm.
 - O. The grading plans shall, as a minimum, contain sections at all lot lines and/or permit boundary lines. These sections shall clearly indicate:
 - The relationship between the proposed finished on-site grade elevations and the existing adjacent property grade elevations (Indicate any additional drainage water that may come from an adjacent property.); and
 - 2. The ground cover/finished surface material being proposed (e.g., type of pavement, plant material, etc.); and
 - 3. All proposed drainage structures; and
 - 4. Any proposed and/or required walls or fencing.

39. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 40. The following items shall be completed and/or submitted to Building & Safety as applicable prior to the issuance of building permits for this project:
 - D. Precise grading plans shall be approved
 - E. Rough grading completed
 - F. Compaction certification
 - F. Pad elevation certification
 - G. Rough grade inspection signed off by a City Building Inspector

ENGINEERING:

- 41. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
- 42. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
- 43. The Applicant shall maintain all improvements and utilities within the public rightof-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.
- 44. Project driveway along Citrus Avenue shall be right-in/right-out.

PRIOR TO ISSUANCE OF GRADING PERMIT

45. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

PRIOR TO MAP RECORDATION

46. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

47. The Applicant shall record All map's as required for the development.

48. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, traffic signals, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO FINAL ACCEPTANCE OF PROJECT

- 49. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans.
- 50. The Applicant/Engineer shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
- 51. The Applicant/Engineer shall set survey monuments as required by the map and corner records must be recorded with the County.
- 52. The Applicant/Landscape Architect shall provide a "Landscape Certificate of Compliance" certifying that the work has been designed, installed, and will be maintained in accordance with the City of Fontana's Model Water Efficiency Landscape Ordinance (Ordinance 1743, FCC Section 28).
- 53. All sewers and storm drains shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspection. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
- 54. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

SAN BERNARDINO COUNTY FIRE DEPARTMENT:

55. Jurisdiction. The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department.

- 56. Fire Access Road Width. Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A-1.
- 57. Turnaround. An approved turnaround shall be provided at the end of each roadway one hundred and fifty (150) feet or more in length. Cul-de-sac length shall not exceed six hundred (600) feet; all roadways shall not exceed a 12 % grade and have a minimum of nineteen (19) foot inside radius and a forty-five (45) foot outside radius for all turns. California Fire Code Chapter 5 & SBCoFD Standard A-1.
- 58. Street Signs. Approved temporary or permanent street signs shall be installed throughout the project prior any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
- 59. Fire Lanes. The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.
- 60. Water System Commercial. Prior to map recordation, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix BB of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than three hundred (300) feet apart as measured along vehicular travelways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

The Fire Flow for this project shall be: 1500 GPM for a two hour duration at 20 psi residual operating pressure. Fire Flow is based on a 13,500 Square Foot structure.

- 61. Hydrant Marking. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
- 62. Water System Certification. The applicant shall provide the Fire Department with a letter from the serving water company, certifying that the required water improvements have been made or that the existing fire hydrants and water system will meet distance and fire flow requirements. Fire flow water supply shall be in place prior to placing combustible materials on the jobsite. California Fire Code Chapter 5.

- 63. Combustible Protection. Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
- 64. Fire Sprinkler-NFPA #13R. An automatic fire sprinkler system complying with NFPA 13R and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-3
- 65. Fire Alarm, Waterflow Monitoring. A water flow monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required for fire sprinkler systems with twenty (20) sprinkler heads or more. A fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9, NFPA 72 & SBCoFD Standard F-5.
- 66. *Fire Extinguishers*. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. <u>California Fire Code Chapter 9.</u>
- 67. Commercial Addressing. Commercial, industrial, and multi-family developments of 100,000 sq. ft or less shall have the street address installed on the building with numbers that are a minimum six (8) inches in height and with a one (1) inch stroke. The street address shall be visible from the street. During the hours of darkness, the numbers shall be electrically illuminated (internal or external). Where the building is two hundred (200) feet or more from the roadway, additional non-illuminated contrasting six (6) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 68. *Illuminated Site Diagram*. The applicant shall submit for review and approval a site diagram plan to the Fire Department. The applicant shall install at each entrance to a multi-family complex an illuminated diagrammatic representation of the complex, which shows the location of each unit and each fire hydrant. California Fire Code Chapter 5 & SBCoFD Standard B-1
- 69. Key Box. An approved Fire Department key box is required. The key box shall be provided with a tamper switch and shall be monitored by a Fire Department approved central monitoring service. California Fire Code Chapter 5 & SBCoFD Standard A-4
- 70. Security Gates. In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3

- 71. Secondary Access. The development shall have a minimum of two points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. <u>SBCoFD Standard A-1</u>
- 72. Spark Arrestor. An approved spark arrestor is required. Every chimney that is used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel are used, shall have an approved spark arrestor visible from the ground that is maintained in conformance with Fire Department requirements. California Fire Code Chapter 6.

END OF CONDITIONS OF APPROVAL



NOTICE OF INTENT TO ADOPT AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND NOTICE OF PUBLIC HEARING

Si desea información en Español referente a esta notificación o proyecto, favor de comunicarse al (909) 350-6728.

In compliance with Section No. 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section No. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

MASTER CASE NO. 21-120, GENERAL PLAN AMENDMENTMENT NO. 21-008, ZONING CODE AMENDMENT NO. 21-010, DESIGN REVIEW NO. 21-043, and TENTATIVE TRACT MAP NO. 20521 (TTM NO. 21-007)

The proposed project includes site and architectural review to construct a 68-unit condominium project on one parcel totaling approximately 4.6 adjusted gross acres. The project includes a General Plan Amendment to remove the Auto Center Overlay District boundary from the project site and change the General Plan land use designation from General Commercial (C-G) to Multiple Family (R-3), Zoning Code Amendment to remove the Auto Center Overlay District boundary from the project site and to change the zoning of the lot from General Commercial (C-G) to Multiple Family (R-3), Tentative Tract Map to for a proposed condominium map, and a Design Review for site and architectural review of 68 units, 14 condominium buildings, and various amenities.

Environmental Determination:

Pursuant to Section No. 15070 of the California Environmental Act (CEQA) and pursuant to Section No. 6.04 of the 2019 Local Guidelines for Implementing CEQA an Initial Study (IS), Mitigated Negative Declaration (MND), and Mitigation Monitoring and Reporting Program has been prepared for this project.

The Initial Study and Mitigated Negative Declaration are available for public review from September 14, 2022 until October 4, 2022, at the Planning Department counter, and on the City of Fontana's website, https://www.fontana.org/2137/Environmental-Documents

Location of Property: The project site is generally located on the southeast corner of South Highland Avenue and Citrus Avenue at 6697 Citrus Avenue (APN 0240-011-17).



Date of Hearing: October 4, 2022

<u>Place of Hearing</u>: City Hall Council

Chambers

8353 Sierra Avenue Fontana, CA 92335

Time of Hearing: 6:00 p.m.



Should you have any questions concerning this project, please contact Alejandro Rico, Associate Planner, at (909) 350-6558 or via email at arico@fontana.org

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE PLANNING COMMISSION. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION IN THE PLANNING DIVISION, CITY HALL.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: September 14, 2022

S.B. Sun Newspaper



Planning Commission

Minutes

Cathline Fort, Chair Raj Sangha, Vice Chair Idilio Sanchez, Secretary Matthew Gordon, Commissioner Ralph Thrasher, Commissioner

Tuesday, October 4, 2022 6:00 P.M. Grover W. Taylor Council Chambers

PH-C Master Case No. 21-120; General Plan Amendment No. 21-008; Zoning Code Amendment No. 21-010; Tentative Tract Map 20521 (TTM No. 21-007); Design Review Project No. 21-043 - A request to develop 68 attached condominium units with fourteen buildings on a 4.6-acre lot near the intersection of South Highland Avenue and Citrus Avenue.

Secretary Sanchez opened Public Hearing.

Alejandro Rico, Associate Planner presented the staff report.

The commission and staff discussed the number of parking spaces for each unit, and additional parking for the project. Staff confirmed that the project was a gated project.

The applicant Ray Allard, on behalf of PRL Enterprises, acknowledged that he had read and agreed to the Conditions of Approval.

The following individual spoke in favor of this item:

Lydia Perez

The following individual spoke in opposition of this item:

Alexander Turnbull

The Public Hearing was closed.

RECOMMENDATION:

Based on the information in the staff report and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution PC No. 2022-043; and, forward a recommendation to the City Council to:

- 1. Adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and direct staff to file the Notice of Determination; and,
- 2. Adopt a resolution approving General Plan Amendment No. 21-008; and,
- 3. Adopt an ordinance approving Zoning Code Amendment No. 21-010; and,
- 4. Adopt a resolution approving Tentative Tract Map No. 20521 (TTM No. 21-007); and Design Review No. 21-043.

ACTION: Motion was made by Secretary Sanchez, seconded by Commissioner Gordon, and passed by a vote of 3-0-2 to adopt Resolution PC No. 2022-043 and approve Master Case No. 21-120; General Plan Amendment No. 21-008; Zoning Code Amendment No. 21-010; Tentative Tract Map 20521 (TTM No. 21-007); Design Review Project No. 21-043 - A request to develop 68 attached condominium units with fourteen buildings on a 4.6-acre lot near the intersection of South Highland Avenue and Citrus Avenue.

The motion carried by the following vote: AYES: Sanchez, Gordon, Thrasher; NOES: None; ABSTAIN: None; ABSENT: Fort and Sangha





City of Fontana

8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1781 Agenda #: B. Agenda Date: 10/25/2022 Category: Public Hearing

FROM:

Building & Safety

SUBJECT:

Second Reading and Public Hearing for the Adoption of the 2022 Edition of the California Building Standards Code and Corresponding Base Model Codes

RECOMMENDATION:

- (1) Determine that the adoption of the ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and adopting the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code; the California Mechanical Code, based on the 2021 International Existing Building Code; the California Green Building Code, based on the 2021 International Existing Building Code; the California Residential Code; and the 2021 Edition of the International Property Maintenance Code is exempt from further environmental review under Section 15061(b)(3) of the State CEQA guidelines, projects with no possibility of significant effects upon the environment, and direct staff to file a notice of exemption.
- (2) Waive further reading of and adopt **Ordinance No. 1906**, an ordinance of the City of Fontana adding, amending and deleting certain articles, sections and subsections of Chapter 5 of the Code of the City of Fontana, California pertaining to the construction and maintenance of buildings, and the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code; the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code; and the 2021 Edition of the International Property Maintenance Code; and that the reading of the title constitute the first reading thereof.

COUNCIL GOALS:

To improve public safety by incorporating current technologies in the construction and

File #: 21-1781 **Agenda Date:** 10/25/2022 Category: Public Hearing Agenda #: B.

maintenance of buildings, housing and fire prevention into the City's building codes.

To promote economic development by being business friendly through the reduction of local amendments to the adopted codes.

DISCUSSION:

The California Health and Safety Code requires the City to update its codes, laws, and ordinances regulating building construction to keep up with the latest edition of the California Building Standards Code, known as the California Code of Regulations, Title-24. The 2022 California Building Standards Code - based on the 2021 editions of the model codes - was adopted by the California Building Standards Code with an effective date of January 1, 2023. The proposed Ordinance will adopt the 2022 Edition of the California Building Standards Code, which consists of the California Building Code, California Plumbing Code, California Electrical Code, California Mechanical Code, California Existing Building Code, California Green Building Standards Code, and California Residential Code. The adoption of these codes will bring the City into compliance with State law, and incorporate current technologies in the construction and maintenance of buildings, housing and fire prevention into the City's building codes.

There are no new or increased fees being proposed with this ordinance.

The proposed Ordinance is substantially the same Ordinance as the Ordinance that adopted the previous editions of the California Building Standards Code except for the adoption of the International Property Maintenance Code.

It should be noted that the wind provisions of the 2022 Edition of the California Residential Code and the 2022 Edition of the California Building Code have been adjusted to reflect the wind speeds as determined by the American Society of Civil Engineers.

The City Attorney has reviewed the proposed Ordinance and has approved its content.

Copies of the Codes that are being considered for adoption are filed in the Clerk's Office of the City and are open to public inspection as required by Government Code Section 50022.6.

The required Notice of Hearing has been prepared pursuant to Government Code Section 50022.3.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1906

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA ADDING, AMENDING AND DELETING CERTAIN ARTICLES. SECTIONS AND SUBSECTIONS OF CHAPTER 5 OF THE CODE OF THE CITY OF FONTANA PERTAINING TO THE CONSTRUCTION AND MAINTENANCE OF **BUILDINGS, AND ADOPTING BY REFERENCE THE 2022 EDITION** OF THE CALIFORNIA BUILDING STANDARDS CODE, KNOWN AS THE CALIFORNIA CODE OF REGULATIONS. CONSISTING OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 & 2. BASED ON THE 2021 INTERNATIONAL BUILDING CODE: THE CALIFORNIA PLUMBING CODE, BASED ON THE 2021 UNIFORM PLUMBING CODE: THE CALIFORNIA ELECTRICAL CODE, BASED ON THE 2020 NATIONAL ELECTRICAL CODE; THE CALIFORNIA MECHANICAL CODE. BASED ON THE 2021 UNIFORM MECHANICAL CODE; THE CALIFORNIA EXISTING BUILDING CODE. BASED ON THE 2021 INTERNATIONAL EXISTING BUILDING CODE: THE CALIFORNIA GREEN BUILDING STANDARDS CODE; THE CALIFORNIA RESIDENTIAL CODE, **BASED ON THE 2021 INTERNATIONAL RESIDENTIAL CODE; AND** THE 2021 EDITION OF THE INTERNATIONAL PROPERTY **MAINTENANCE CODE**

WHEREAS, the City of Fontana, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in December 2021 and January 2022, the State Building Standards Commission reviewed and approved the 2022 edition of the California Building Standards Code (Title 24 of the California Code of Regulations); and

WHEREAS, Health and Safety Code Sections 18938 and 17958 make the California Building Standards Code applicable to all cities and counties throughout California, including the City of Fontana, 180 days after publication by the State Building Standards Commission or upon a later date established by the Building Standards Commission, which here is January 1, 2023, and

WHEREAS, Health and Safety Code Section 18941.5 provides that a City may establish more restrictive building standards if they are reasonably necessary due to local climatic, geological, or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.5 permits cities to make modifications to the requirements contained in the California Building Standards Code if such modifications are found to be reasonably necessary because of local climatic, geographic, or topographic conditions, and Health and Safety Code Section 17958.7 requires that the City Council, before making modifications to such requirements, make an express finding that such modifications are reasonably necessary because of local climatic, geographic, or topographic conditions; and

WHEREAS, the City Council of the City of Fontana hereby finds that it is reasonably necessary to amend certain portions of the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, to meet the particular climatic, geological, and topographical conditions existing in the City; and

WHEREAS, the City Council further finds that some changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider and review the California Building Standards Codes and local amendments, at which time hearing testimony and evidence was presented to and considered by the City Council.

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

<u>Section 1.</u> The City Council of the City of Fontana ("City") is informed and finds that it is reasonably necessary to amend certain portions of the 2022 Edition of The California Building Standards Code, known as the California Code of Regulations, Title 24, to meet the particular climatic, geological, and topographical conditions existing in the City. The City Council further finds that some changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City. The City Council hereby adopts the following (climatic, geological, and topographical, where applicable) findings to support the proposed amendments to the 2022 California Building Standards Code made herein in this Ordinance:

(a) The City is subject to relatively low amounts of precipitation, very low humidity levels, and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example, during July, August, and September, temperatures often exceed 100 degrees Fahrenheit. During the same months, humidity is usually less than 40%, and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.

(Finding applicable to Amendments to California Building Code Sections 903.2 and 1505.5; and California Residential Code Section R313.)

(b) The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which reach speeds in excess of 90 miles per hour. Extensive damage often occurs during such winds, including: fallen trees; blown sand and debris; downed utility poles, utility circuits, and utility service lines; and structural damage to buildings. These adverse conditions can cause: (1) fires; (2) impairment of emergency apparatus access; (3) delays in response times of emergency apparatus; and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.

(Finding applicable to Amendments to California Building Code Sections 502.1, 903.2, 1609.3, 1609.4.3, Table 1504.8, Table 1507.2.7.1(1), Table 1507.2.7.1(2) and I105.2; and California Electric Code Section 225.1; and California Residential Code Sections R301.2.1.4, R313, R319.1, Table R301.2, and AH105.2.)

(c) The City's neighboring foothills create a unique fire hazard. This is because fire service is provided to the City by the San Bernardino County Fire Department and fire units from the City are often sent to assist in the extinguishment of fast moving, wind-assisted fires in the neighboring foothills which destroy or damage many structures, and as such, these units are then unavailable for fire suppression in the City.

(Finding applicable to Amendments to California Building Code Sections 502.1, 903.2, and 1505.5; and California Residential Code Sections R313 and R319.1.)

(d) Development has occurred in the City and continues to occur in the City and such development has resulted in severe traffic congestion during peak business hours, weekends, and holidays, thus decreasing response time, particularly on the following streets and highways: Sierra Avenue, Valley Boulevard, Cherry Avenue, Foothill Boulevard, Base Line Road, Highland Avenue, Citrus Avenue, Slover Avenue, Jurupa Avenue, Arrow Route, San Bernardino Avenue, the I-15 Freeway and the I-10 Freeway. Such traffic and circulation congestion is an artificially created, obstructive topographical condition creating a situation which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic onsite fire-extinguishing systems and other protection measures to protect occupants and property from fire hazards. Automatic fire protection systems are the single greatest means of reducing the severity of structural fires; fire loss in un-sprinklered buildings is four times greater than fire loss in sprinklered buildings. Numerous fires have occurred within the City in residential structures (houses, apartments, hotels, and motels) over the past several years that have automatic fire protection systems, and in all of these fires, the automatic fire protection systems have successfully controlled and/or suppressed the fire before the emergency response personnel have been able to arrive at the structure.

(Finding applicable to Amendments to California Building Code Sections 502.1 and 903.2; and California Residential Code Sections R313 and R319.1.)

(e) An extreme and unusual fire hazard exists in the hillsides and other areas of the City south of Jurupa Avenue and north of the I-15 Freeway due to the presence of highly flammable vegetation, the region's dry climate, and frequent hot, dry Santa Ana winds.

(Finding applicable to Amendments to California Building Code Sections 903.2 and 1505.5; and California Residential Code Section R313.) Page 3 of 21 (f) The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake shaking in the recent past (earthquakes measuring larger than a magnitude 5 on the Richter Scale) and can be expected to experience significant strong ground shaking within

the foreseeable future; and

The seismotectonic setting of the City is dominated by the Sierra Madre-Cucamonga fault, which traverses the Northern portion of the City, and the City's close proximity to the San Andreas fault--7 miles to the East, San Jacinto fault--3 miles to the East and Whittier-Elsinore Fault--19 miles to the Southwest; and

In the event of a severe earthquake, these faults present the potential for catastrophic damage, including fire, damage to roadways and other impairments of emergency apparatus. (This information is according to maps used by Cal Tech, Pasadena and provided by the U.S. Geological Survey). Existing and planned developments are at risk from structural damage from earthquake faults. Improved standards are necessary to ensure that maximum safety is provided to persons and property.

(Finding applicable to Amendments to California Building Code Sections 502.1; and California Electric Code Section 225.1; and California Residential Code Sections R319.1 and Table R301.2.)

(g) Aluminum expands and shrinks at a much greater rate than other metals. This

property becomes critical for smaller wires of aluminum conductors, which may

break down at a termination point in a seismic event, causing a fire. As discussed above, the City is located in an extreme active seismic region.

(Finding applicable to Amendment to California Electric Code Section 110.5.)

(h) Additional amendments and deletions to the California Building Standards Code, known as the California Code of Regulations, Title 24; the International Building Code; and the International Residential Code; are administrative or procedural in nature and reasonable and necessary to safeguard life and property within the City.

(Finding applicable to Amendments to the California Building Code Sections 1.8.8, 102.1, 105.2, 113, 202, 502.1, 3109.2, J103.2, and J104.1; and California Residential Code Sections 1.8.8, R322.1, Table R301.2, and Appendix AX.)

(i) The topography of the City is mostly rocky with large boulders and stones below grade in much of the northern part of the City, which is rapidly being developed; and

Given the topography of the City, it is impractical and unreasonable to remove all rocks 12 inches or more in diameter from certain development areas or place these rocks at more than 10 feet below grade; and

Geotechnical, civil, and/or soil engineers have opined that due to the rocky topography of the City, the use of rocks with a maximum dimension larger than 12 inches and up to 24 inches as fill material at three feet or more below grade and rocks with a maximum dimension greater than 24 inches as fill material at ten feet or more below grade is safe and prudent.

(Finding applicable to Amendment to California Building Code Section J107.4.)

<u>Section 2.</u> Article III of Chapter 5 of the Code of the City of Fontana is hereby amended by rewriting the article in its entirety to read as follows:

"Article III. California Building Code

Sec. 5-61. Adoption; copy on file.

The 2022 Edition of the California Building Code, known as the California Code of Regulations, Title 24, Part 2, Volumes 1 & 2, based on the 2021 Edition of the International Building Code, published by the International Code Council, including Chapter 1 and Appendices B, C, I, and J, are hereby adopted as the Building Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-62. Changes and Amendments.

- (a) Section 105.2 Building Exemption 2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended to read as follows:
 - 2. Solid fences not over 3-1/2 feet high and open fences with an open surface area of not less than 90 percent (90%) not over 4 feet high.
- (b) Section 105.2 Building Exemption 4 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended to read as follows:
 - 4. Retaining walls which are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding flammable or combustible liquids.

(c) Section 202 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the definition for Swimming Pools to read as follows:

Swimming Pools. Any body of water or any structure that contains water over 18 inches (457 mm) deep. This includes without limitation all portable, moveable, collapsible, storable, and permanent in-ground, above-ground and on-ground swimming pools, garden ponds, spas, hot tubs, wading pools, and fountains.

(d) Section 502.1 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows:

Sec. 502.1 Address identification. New and existing buildings, apartment units, condominium units, suites, tenant spaces, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

(e) Section 903.2 of the California Building Code. Known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph after the first paragraph of the section to read as follows:

Notwithstanding the requirements of Sec. 903.2, an automatic fire-sprinkler system, approved by the Fire Prevention Division of the Fontana Fire Protection District, shall be installed, and maintained in new construction per the requirements of Article II of Chapter 11 of the Code of the City.

(f) Section 1505.5 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows:

Sec. 1505.5 Non-classified roofing. Non-classified roofing is material that is not listed as a Class A, B, or C roof covering. Non-classified roofing is not approved for use within the City.

(g) Section 1609.3 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph and table to the end of the section to read as follows:

Portions of the City are located within a special wind region. The basic design wind speed V in these special wind region areas shall be:

Risk Category	Basic Design Wind Speed, V
I	116 mph
II	129 mph
III & IV	135 mph

(h) Section 1609.4.3 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

> Exposure C, as a minimum, shall apply in all cases unless the architect or engineer in general responsible charge can justify to the building official that the building site and surrounding terrain conform to the criteria for Exposure B.

- (i) Section 115922(a) of Section 3109.2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code is hereby amended by rewriting the section in its entirety to read as follows:
 - (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool and/or spa or the remodeling of an existing pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two drowning prevention safety features, one of which shall be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)(4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement. In addition to the foregoing, the respective swimming pool or spa shall be equipped with at least one of the following four drowning prevention safety features:

- (1) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
- (2) An approved safety pool cover, as defined in subdivision (d) of Section 115921.
- (3) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
- (4) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).
- (j) Section 115923 of Section 3109.2 of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code is hereby amended by adding the wording to the enclosure characteristics:

Where the barrier is composed of horizontal and vertical members and the distance between the top of the horizontal member is less than 45 inches the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall be not greater than 1 3/4 inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall be not greater than 1 3/4 inches in width.

(k) Section I105.2 of Appendix I of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting the section in its entirety to read as follows: Sec. I105.2 Footings. A patio cover may be supported on a concrete slab on grade without footings, provided all of the following conditions are met:

- 1. The supporting slab is not less than 3 1/2 inches thick; and
- 2. The supporting columns do not support live and dead loads in excess of 750 pounds per column; and
- 3. The patio cover is constructed solely out of aluminum and/or other similar light weight material, and has a current valid International Code Council Evaluation Report or Council of American Building Officials National Evaluation Report (or equal) clearly stating that: (a), a slab 3 1/2 inches thick is structurally adequate; (b), footings are not required; and (c), how the patio cover is to be anchored/held-down to resist uplift forces based on a minimum nominal design wind speed of 100 miles per hour.
- (I) Section J103.2, Exemption 1 of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by rewriting in its entirety to read as follows:
 - 1. When approved by the building official, grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties.
- (m) Section J103.2, of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding the following 2 exemptions:
 - 8. An excavation that does not exceed 50 cubic yards (38.3 m*) on any one lot and does not obstruct a drainage course that is:
 - a. less than 2 feet (610 mm) in depth; or
 - b. does not create a cut slope greater than 5 feet (1524 mm) in height and steeper than 1 unit vertical in 1 1/2 units horizontal (66.7% slope).
 - 9. A fill that does not exceed 50 cubic yards (38.3 m^d) on any one lot and does not obstruct a drainage course that is:
 - a. less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope); or
 - less than 3 feet (914 mm) in depth, not intended to support structures.
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(n) Section J104.1, of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

All grading plans shall be prepared by a state licensed or registered design professional. Grading in excess of 5,000 cubic yards (3825 m^d) shall be prepared by a state registered civil engineer.

(o) Section J107.4 of Appendix J of the California Building Code, known as the California Code of Regulations, Title 24, Part 2 and the International Building Code, is hereby amended by adding thereto the following Exception:

Exception: The building official may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

- 1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
- Rock sizes greater than 12 inches (305 mm) and up to 24 inches (610 mm) in maximum dimension shall be three feet (914 mm) or more below grade, measured vertically. Rock sizes greater than 24
 - inches (610 mm) in maximum dimension shall be 10 feet (3048 mm) or
 - more below grade, measured vertically.
- 3. Rocks shall be placed so as to assure filling of all voids with well-graded soils."

Section 3. Article IV of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article IV. California Plumbing Code

Sec. 5-86. Adoption; copy on file.

The 2022 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24, Part 5, based on the 2021 Edition of the Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, including Appendices A, B, D, H, I, and K, are hereby adopted as the Plumbing Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-87. Changes and Amendments.

The 2022 Edition of the California Plumbing Code is hereby adopted with no amendments."

Section 4. Article V of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article V. California Electrical Code

Sec. 5-111. Adoption; copy on file.

The 2022 Edition of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3, based on the 2020 Edition of the National Electrical Code, published by the National Fire Protection Association is hereby adopted as the Electrical Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-112. Changes and Amendments.

(a) Section 110.5 of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3 and the National Electrical Code is hereby amended by adding thereto the following:

Aluminum conductors of No. 6 or smaller shall require continuous inspection by an approved independent testing agency for proper torqueing of connections at their termination point.

(b) Section 225.1 of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3 and the National Electrical Code is hereby amended by adding thereto the following:

All new outside wiring on private property shall be underground.

EXCEPTION No. 1: Temporary wiring installed per Article 590.

EXCEPTION No. 2: Services as defined by Article 100 and installed per Article 230, subject to approval by the Administrative Authority.

EXCEPTION No. 3: Wiring in approved conduit and raceways directly attached to a building."

<u>Section 5.</u> Article VI of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article VI. California Mechanical Code

Sec. 5-136. Adoption; copy on file.

The 2022 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24, Part 4, based on the 2021 Edition of the Uniform Mechanical Code, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted as the Mechanical Code of the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-137. Changes and Amendments.

The 2022 Edition of the California Mechanical Code is hereby adopted with no amendments."

Section 6. Article VIII of Chapter 5 of the Code of the City is hereby amended by rewriting the article in its entirety to read as follows:

"Article VIII. California Existing Building Code

Sec. 5-186. Adoption; copy on file.

The 2022 Edition of the California Existing Building Code, known as the California Code of Regulations, Title 24, Part 10, based on the 2021 Edition of the International Existing Building Code, published by the International Code Council, is hereby adopted as the Existing Building Code for the City and reference is hereby made to the copy now on file in the Clerk's office of the City.

Sec. 5-187. Changes and Amendments.

The 2022 Edition of the California Existing Building Code is hereby adopted with no amendments."

<u>Section 7.</u> Article XVIII of Chapter 5 of the Code of the City of Fontana is hereby amended by rewriting the Article in its entirety to read as follows:

"Article XVIII. California Green Building Standards Code

Sec. 5-550. Adoption; copy on file.

The 2022 Edition of the California Green Building Standards Code, known as the California Code of Regulations, Title 24, Part 11, is hereby adopted as the Green Building Standards Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-551. Changes and Amendments.

The 2022 Edition of the California Green Building Standards Code is hereby adopted with no amendments."

Section 8. Article XIX of Chapter 5 of the Code of the City of Fontana is hereby amended by rewriting the Article in its entirety to read follows:

"Article XIX. California Residential Code

Sec. 5-600. Adoption; copy on file.

The 2022 Edition of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5, based on the 2021 Edition of the International Residential Code, published by the International Code Council, including Appendix H and Appendix AX, is hereby adopted as the Residential Code of the City and reference is hereby made to the copy now on file in the Clerk's Office of the City.

Sec. 5-601. Changes and Amendments.

(a) Table R301.2, CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA, of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by filling in the blanks in the first row to read as follows:

CLIMATIC AND GEOGRAPHIC DESIGN **CRITERIA** GROUND SNOW LOADZero WIND DESIGN: Speed- Special wind region...129Vmph. Other areas... 96Vmph Topographic effectsNo SEISMIC DESIGN CATEGORYD2 or E SUBJECT TO DAMAGE FROM: Weathering......Negligible Frost line depth12-24 inches Termite......Verv Heavy WINTER DESIGN TEMP......43 ICE BARRIER UNDERLAYMENT REQUIRED......No FLOOD HAZARDS: Date of adoption of first ordinance (Ord 881) regarding Flood Damage Prevention: June 6, 1987 Date of latest update of the Flood Insurance Study: September

2, 2019

Currently Effective Flood Insurance Rate Maps (FIRMS):

Panel Numbers: 06071C7895J, 06071C7915H, 06071C8634J, 06071C8635J, 06071C8642J, 06071C8651H, 06071C8652H, 06071C8653H, 06071C8654H, 06071C8658H, 06071C8666H

Dates: October 3, 2022, for all panels

EREEZING INDEX

(b) Section R301.2.1.4 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

Exposure C, as a minimum, shall apply in all cases unless justification, to the satisfaction of the Building Official or his/her designee, is provided that the building site and surrounding terrain conform to the criteria for Exposure B.

(c) Section R313 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto the following Section:

Sec. R313.0 General. Notwithstanding the requirements of Section R313, an automatic fire-sprinkler system, approved by the Fire Prevention Division of the Fontana Fire Protection District, shall be installed, and maintained in all new construction per the requirements of Article II of Chapter 11 of the Code of the City.

(d) Section R319.1 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by rewriting the section in its entirety to read as follows:

Sec. R319.1 Site Address. New and existing buildings, apartment units, condominium units, suites, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

(e) Section R322.1 of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by adding thereto a paragraph to the end of the section to read as follows:

Notwithstanding the requirements of Sec. R322, all construction within a flood hazard area shall comply with the requirements of Article II of Chapter 12 of the Code of the City.

(f) Section AH105.2 of Appendix Chapter H of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code, is hereby amended by rewriting the section in its entirety to read as follows:

Sec. AH105.2 Footings. A patio cover may be supported on a concrete slab on grade without footings, provided all of the following conditions are met:

- 1. The supporting slab is not less than 3 1/2 inches thick; and
- 2. The supporting columns do not support live and dead loads in excess of 750 pounds per column; and
- 3. The patio cover is constructed solely out of aluminum and/or other similar light weight material, and has a current valid International Code Council Evaluation Report or Council of American Building Officials National Evaluation Report (or equal) clearly stating that: (a), a slab 3 1/2 inches thick is structurally adequate; (b), footings are not required; and (c), how the patio cover is to be anchored/held-down to resist uplift forces based on a minimum nominal design wind speed, of 100 miles per hour.
- (g) Section 115922(a) of Appendix AX of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5 and the International Residential Code is hereby amended by rewriting the section in its entirety to read as follows:
 - (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool and/or spa or the remodeling of an existing pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two drowning prevention safety features, one of which shall be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in 115922 (a)(4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement. In addition to the foregoing, the respective swimming pool or spa shall be equipped with at least one of the following four drowning prevention safety features:

- (1) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
- (2) An approved safety pool cover, as defined in subdivision (d) of Section 115921.
- (3) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
- (4) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME)."

<u>Section 9.</u> Article II of Chapter 5 of the Code of the City of Fontana is hereby amended by renaming and rewriting the Article in its entirety to read follows:

"Article II. International Property Maintenance Code

Sec. 5-36. Adoption; copy on file.

The 2021 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted and reference is hereby made to the copy now on file in the clerk's office of the city.

Sec. 5-37. Changes and Amendments.

(a) Section 303.2 of the 2021 International Property Maintenance Code is hereby amended by rewriting the section in its entirety to read as follows:

Section 303.2 Enclosures must comply with Section 115922(a) of Appendix AX of the 2022 California Residential Code as amended by the City of Fontana.

(b) Section 304.3 of the 2021 International Property Maintenance Code is hereby amended by rewriting the section in its entirety to read as follows:

Section 303.2 Site Address. New and existing buildings, apartment units, condominium units, suites, and similar other units or spaces shall be provided with approved address numbers or letters per Section 5-239 of the Fontana Municipal Code.

Section 10. Severability/Interpretation. If any provision of this Ordinance, or the application of this Ordinance to any person or circumstance is held to be invalid or void by a court of competent jurisdiction, such invalidity or voidance shall not affect the other provisions or applications which can be given effect without the invalid provision or application; and to this end, the provisions of this Ordinance are required to be severable. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity. If any provision of Chapter 5 of the Code of the City or the application thereof to any person or circumstance is determined to be in conflict with any other applicable code, law, or ordinance, the most restrictive requirements shall be deemed applicable and enforced.

Section 11. The adoption of the 2022 Edition of the California Building Standards Code, known as the California Code of Regulations, Title 24, consisting of the California Building Code, Volumes 1 & 2, based on the 2021 International Building Code; the California Plumbing Code, based on the 2021 Uniform Plumbing Code; the California Electrical Code, based on the 2020 National Electrical Code; the California Mechanical Code, based on the 2021 Uniform Mechanical Code; the California Existing Building Code, based on the 2021 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2021 International Residential Code, and the 2021 International Property Maintenance Code, does not commit the City to any action that may have a significant effect on the environment, and as per Section 15378 of the State CEQA Guidelines, such action does not constitute a project subject to the requirements of CEQA. Staff is directed to file a Notice of Exemption.

<u>Section 12.</u> This ordinance shall take effect thirty (30) days after the date of its adoption.

Section 13. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published at least five (5) days prior to the meeting at which the proposed Ordinance is to be adopted in the Herald News, a newspaper of general circulation in the City, and shall post a certified copy of the proposed Ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published in the same manner as specified above, including the vote for and against the same, and shall post a certified copy of the adopted Ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933.

APPROVED AND ADOPTED this 25th day of October, 2022.

READ AND APPROVED AS TO LEGAL I	FORM:
City Attorney	
I, Germaine McClellan Key, City Cl Clerk of the City Council, do hereby certify Ordinance adopted by the City Council an the 11th day of October, 2022, and was fin- days thereafter on the 25 th day of October,	d was introduced at a regular meeting on ally passed and adopted not less than five
AYES: NOES: ABSENT: ABSTAIN: ATTEST:	
City Clerk of the City of Fontana	
Mayor of the City of Fontana	
City Clerk	



8353 Sierra Avenue Fontana, CA 92335

Action Report

City Council Meeting

File #: 21-1793Agenda Date: 10/25/2022Agenda #: A.Category: Consent Calendar

FROM:

Management Services

SUBJECT:

Fiscal Year 2022-23 First Quarter Budget Status Report

RECOMMENDATION:

- 1. Approve the recommended Fiscal Year 2022-23 First Quarter Budget Adjustments
- 2. Adopt **Resolution No. 2022-130**, of the City Council of the City of Fontana adopting new job descriptions and salary ranges for the following classifications:
 - Section 1. Director of Building & Safety at range EXE01 (\$135,000/year -\$188,958.39/year) and the updated Executive Group salary table.
 - Section 2. Deputy Finance Officer at range MC86 (\$10,987.60/month \$13,357.07/month), Homeless Solutions Manager at range MC87 (\$8,578.27/month \$10,429.47/month), Purchasing Manager at range MC88 (\$7,735.87/month \$9,408.54/month), Revenue Operations Manager at range MC89 (\$7 735.87/month \$9,408.54/month), Risk Manager at range MC90 (\$9,597.47/month \$11,668.80/month) and the updated Management Confidential Group salary table.
 - Section 3. Buyer I/II at ranges CH23 (\$4,251.87/month \$5,172.27/month) and CH78 (\$4,803.07/month \$5,841.34/month) respectively and the updated Teamsters Local 1932 City Hall Unit salary table.
- 3. Adopt **Resolution No. 2022-131**, of the City Council of the City of Fontana eliminating the classification of Building Official and adopting the updated Management Confidential salary table.
- 4. Adopt **Resolution No. 2022-132**, of the City Council of the City of Fontana adopting the updated salary range for classifications of Senior Civil Engineer at range MC55 (\$9,035.87/month \$10,985.87/month) and Senior Traffic Engineer at range MC74 (\$9,035.87/month \$10,985.87/month) and the updated Management Confidential salary table.
- 5. Adopt **Resolution No. 2022-133**, of the City Council of the City of Fontana adopting the updated salary table for Non-Classified, Part-time classification due to minimum wage order.

COUNCIL GOALS:

- To operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- To practice sound fiscal management by producing timely and accurate financial information.
- To practice sound fiscal management by living within our means while investing in the future.

File #: 21-1793 Agenda Date: 10/25/2022 Category: Consent Calendar Agenda #: A.

- To practice sound fiscal management by fully funding liabilities and reserves.
- To practice sound fiscal management by developing long-term funding and debt management plans.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:

The City's budget is an important policy document, serving as the annual financial plan that identifies the spending priorities for the organization. Quarterly budget status reports are developed and presented to the City Council to provide the most current information on the financial activities of the City upon which to base decisions. Additionally, quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as compared to actual revenue and expenditures. This report includes requested departmental budget adjustments and preliminary year-to-date actuals through the first quarter of 2022-23, covering the period through September 30, 2022.

The current citywide fiscal year 2022-23 budget is comprised of a total of 186 funds including the General Fund, Other General Funds (9 funds), Special Revenue Funds (126 funds), Enterprise Funds (4 funds), Capital Project Funds (33 funds), a Debt Service Fund, an Internal Service Fund, and Other Agency Funds (11 funds). The current total citywide fiscal year 2022-23 budget (excluding other agency funds) includes total uses (expenditures and transfers out) for all City funds of \$264.7 million and total sources (revenues and transfers in) of \$282.6 million. The Recommended Budget includes an increase in total sources of \$10.5 million for a total of \$293.1 million and an increase in total uses of \$32.3 million for a total of \$297.0 million.

2022-23 Budget **All City Funds**

		Proposed		
	Current	Revisions	Recommended	
Revenues	\$247,089,650	\$10,372,905	\$257,462,555	
Transfers In	35,550,070	81,170	35,631,240	
Total Sources	\$282,639,720	\$10,454,075	\$293,093,795	
Expenditures	(\$229,178,670)	(\$32,329,203)	(\$261,507,873)	
Transfers Out	(35,550,070)	28,890	(35,521,180)	
Total Uses	(\$264,728,740)	(\$32,300,313)	(\$297,029,053)	
Results from Operations	\$17,910,980	(\$21,846,238)	(\$3,935,258)	

GENERAL FUND

The current Fiscal Year 2022-23 General Fund Operating Budget includes total uses of \$142.5 million and total sources of \$149.7 million. The Recommended Budget includes an increase in total sources of \$69.399 for a total of \$149.8 million and an increase in total uses of \$5.9 million for a total of \$148.4 million.

2022-23 Budget **General Fund (Fund 101)**

		Proposed		
	Current	Revisions	Recommended	
Revenues	\$138,069,890	\$59,399	\$138,129,289	
Transfers In	11,613,510	10,000	11,623,510	
Total Sources	\$149,683,400	\$69,399	\$149,752,799	
Expenditures	(\$121,117,060)	(\$5,891,145)	(\$127,008,205)	
Transfers Out	(21,384,820)	28,890	(21,355,930)	
Total Uses	(\$142,501,880)	(\$5,862,255)	(\$148,364,135)	
Results from Operations	\$7,181,520	(\$5,792,856)	\$1,388,664	

Notable Changes

- Personnel Expenses an increase in personnel expense of \$2.0 million due to recurring proposed organizational changes detailed below (\$1.2 million) and one-time expenses primarily associated with labor negotiations (\$918,341) which will be funded through American Rescue Plan Act (ARPA) funding.
- Recurring Operational Expenses an increase in citywide operational expenses of \$798,925 primarily due:
 - Planning increase in legal fees (\$100,000) for the Planning Commission.
 - o Police increase in professional services (\$539,160) primarily for maintenance services and insurance for the new helicopter as well as a crossing guard agreement with Fontana Unified School District.
 - Finance increase in other professional services (\$62,900) for an increase in trustee fees and arbitrage calculations.
 - o Community Services increase in departmental expense (\$40,000) for annual employee engagement activities.
- One-time Requests an increase in various operating accounts of \$319,438 to fund one-time expenditures. Notable requests include:
 - o Marketing and Communications increase in professional services (\$40,000) for recruitment videos.
 - o Economic Development increase in various accounts (\$101,000) for economic data and various programs.
 - o Development Services increase in departmental expense (\$85,000) for department

reconfiguration and relocation.

- Engineering increase in professional services (\$100,000) for surveying and plan review.
- o Police increase in professional services (\$65,930) for the helicopter service agreement.
- o Building & Safety decrease in professional services (\$200,000) to reduce the consulting budget as a result of requested organizational changes.
- Carryovers an increase in various operating accounts of \$2.6 million to fund one-time expenditures that were originally budgeted in the previous fiscal year. Notable requests include:
 - Human Resources increase in professional services (\$500,000) for an anticipated classification and compensation study.
 - Finance increase in professional services (\$267,166) for various purchase orders and for finance support services.
 - Development Services increase in professional services (\$150,000) department reconfiguration and relocation.
 - Engineering increase in capita acquisitions (\$278,832) for various purchase orders.
 - o Public Works increase in professional services (\$214,912) for various purchase orders.
 - Police increase in various operating accounts (\$473,428) for various purchase orders.

Fund Balance Analysis

The recommended fund balance of \$56.9 million reflects an increase of \$9.1 million as a result of prior year operations.

The current fund balance of \$47.9 million includes total operating reserves of \$27.6 million. Total operating reserves includes Contingencies of \$18.2 million (which reflects 15% of recurring annual expenditures) and an Economic Uncertainty Reserve of \$9.5 million (which reflects 10% of adopted revenues). It is recommended to increase total operating reserves to equal 25% of the City's General Fund recurring Operating Budget or \$32.4 million and the recommended fund balance includes an increase in Contingencies of \$4.8 million to achieve this.

Additionally, the recommended fund balance also includes an increase in unappropriated fund balance of \$4.3 million for a total of \$10.9 million, and staff will return to Council at mid-year with a proposed plan to address such items as the City's retirement unfunded accrued liability and the general liability/ risk program.

2022-23 Budget General Fund Balance

	Proposed Current Revisions		Recommended
			_
Reserved	\$2,753,532	-	\$2,753,532
Designated			
Economic Uncertainty	9,469,586	-	9,469,586
PERS Rate Stability	10,886,393	-	10,886,393
Contingencies	18,168,000	4,773,910	22,941,910
Unappropriated	6,600,419	4,291,222	10,891,641
Ending Fund Balance	47,877,930	9,065,132	56,943,062

OTHER GENERAL FUNDS

Other General Funds includes a total of 9 funds which are funded by the General Fund for services that support the City's general operations. The most notable funds include City Technology, Facility Maintenance, Self-Insurance, Retiree Medical Benefits, and General Fund Operating Projects.

The current 2022-23 Other General Funds Operating Budget includes total uses of \$24.5 million and total sources of \$23.0 million. The Recommended Budget includes an increase in total sources of \$168,705 for a total of \$23.2 million and an increase in total uses of \$696,601 for a total of \$25.2 million.

2022-23 Budget Other General Funds

		Proposed		
	Current	Revisions	Recommended	
Revenues	6,860,160	\$142,535	7,002,695	
Transfers In	16,127,210	26,170.0	16,153,380	
Total Sources	\$22,987,370	\$168,705	\$23,156,075	
Expenditures	(24,515,360)	(\$696,601)	(\$25,211,961)	
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	
Total Uses	(\$24,515,360)	(\$696,601)	(\$25,211,961)	
Results from Operations	(\$1,527,990)	(\$527,896)	(\$2,055,886)	

Notable Changes

- City Technology increase in appropriations of \$207,845 primarily due to carry over purchase orders for purchases not completed in the previous fiscal year.
- Facility Maintenance increase in appropriations of \$95,611 primarily due to increases

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Category: Consent Calendar

various operating expenses for carry over purchase orders for purchases not completed in the previous fiscal year and the purchase of a badge card reader for the Public Works Yard.

- Office of Emergency Services increase in appropriations and revenues of \$151,415 to reappropriate prior year grant funding.
- **Self Insurance** increase in appropriations of \$211,890 primarily due to organizational changes discussed below.

OTHER CITY FUNDS

Other City Funds includes a total of 164 funds which Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds.

The current 2022-23 Other City Funds Operating Budget includes total uses of \$97.7 million and total sources of \$110.0 million. The Recommended Budget includes an increase in total sources of \$10.2 million for a total of \$120.2 million and an increase in total uses of \$25.7 million for a total of \$123.5 million.

2022-23 Budget Other City Funds

		Proposed		
	Current	Revisions	Recommended	
Revenues	\$102,159,600	\$10,170,971	\$112,330,571	
Transfers In	7,809,350	45,000	7,854,350	
Total Sources	\$109,968,950	\$10,215,971	\$120,184,921	
Expenditures	(\$83,546,250)	(\$25,741,457)	(\$109,287,707)	
Transfers Out	(14,165,250)	<u>-</u>	(14,165,250)	
Total Uses	(\$97,711,500)	(\$25,741,457)	(\$123,452,957)	
Results from Operations	\$12,257,450	(\$15,525,486)	(\$3,268,036)	

Notable Changes

- Special Revenue Funds decrease in fund balance of \$16.4 million primarily due to:
 - Measure I Local (Fund 246) increase in appropriations of \$3.6 million primarily due to the increase in construction costs for various projects (\$1.7 million), to fund carry over purchase orders for purchases not completed in the previous fiscal year (\$100,673), the Arrow Blvd Traffic Signal project (\$1.0 million), Randall Ave. Improvement project (\$880,000), and the Heritage RRFBs (\$200,000).
 - ARPA (fund 302) increase in appropriations of \$4.2 million primarily due to the carry forward of prior year projects.
 - CDBG (Fund 362) increase in appropriations of \$1.4 million primarily due to the receipt of annual ESG CV-3 Funds.
 - After School Program (Fund 385) increase in appropriations of \$2.2 million primarily due to the carry over of the prior year ASES Grant.
 - o ASES ELOP Grant (Fund 386) increase in appropriations of \$4.3 million to account for

the carry over of the prior year ASES Program Services Agreement.

- Capital Project Funds decrease in fund balance of \$6.0 million primarily due to:
 - Capital Improvements (Fund 602) increase in appropriations of \$3.6 million primarily due to Council approved land acquisitions.
 - Storm Drain (Fund 622) increase in appropriations of \$526,814 primarily due to an increase in debt service costs.
 - o Sewer Expansion (Fund 623) increase in appropriations of \$680,000 to fund sewer main projects.
 - o Police Capital Facilities (Fund 636) increase in appropriations of \$150,000 to fund fence project that came in higher than budgeted and for future project planning.
- Debt Service Fund zero net change to fund balance as a result of an increase in both appropriations and revenue of \$896,060 to fund the debt service of the 2021A Lease Revenue Bonds issued in October 2021 to refinance the 2010 lease revenue bonds as well as provide funding for the construction of Fire Station No. 81, and the fire training facility. Debt service is funded by the Fontana Fire Protection District.
- Enterprise Funds (Sewer) decrease in fund balance of \$145,574 due to an increase in appropriations of \$145,574 mainly due to carry over purchase orders for purchases not completed in the previous fiscal year.
- Internal Service Fund (Fleet Operations) decrease in fund balance of \$2.5 million due to increase in appropriations of \$2.6 million primarily due to carry over purchase orders for purchases not completed in the previous fiscal year.

CAPITAL PROJECTS

Included in the 2022-23 First Quarter Budget Status Report is the reappropriation of prior year project budgets for projects not completed by June 30, 2022. These capital projects are budgeted in 37 different funds and amount to \$181.2 million of prior year budgets plus encumbrances and contracts of \$22.2 million. The funds and the associated amounts are detailed in the report.

ORGANIZATIONAL CHANGES

Included in the 2022-23 First Quarter Budget Status Report are organizational changes that are summarized at the departmental level below. The net impact of all requests is a decrease of \$199,970 (\$481,420 General Fund decrease and \$281,450 Other Funds increase).

- Building & Safety General Fund increase of \$6,540
 - Reclassify one (1) Building Official to Director of Building & Safety
- City Administration General Fund increase of \$105,510
 - Add one (1) Senior Administrative Secretary
- Development Services General Fund increase of \$168,790; Other Fund increase of \$72,810
 - Add one (1) Homeless Solutions Manager
 - Add one (1) Secretary
- Engineering General Fund increase of \$5,170; Other Fund increase \$3,720
 - Salary Adjustment for two (2) Senior Civil Engineers
 - Salary Adjustment for one 91) Senior Traffic Engineer
- Finance General Fund increase of \$153,230; Other Fund decrease \$12,730
 - Eliminate one (1) Accounting Technician
 - Add one (1) Deputy Finance Director

- Reclassify one (1) Purchasing Supervisor to Purchasing Manager
- Reclassify one (1) Account Clerk II to Buyer I
- Reclassify one (1) Administrative Technician to Buyer I
- Reclassify one (1) Accountant II to Revenue Manager
- Human Resources Other Fund increase of \$203.390
 - Add one (1) Risk Manager
- Planning General Fund increase of \$5,880
 - o Reclassify one (1) Administrative Secretary to Senior Administrative Aide
- Police General Fund decrease of \$926.540
 - Eliminate three (3) Officer/Advanced (previously grant funded)
 - Eliminate one (1) Corporal/Advanced (previously grant funded)
- Public Works Other Funds increase of \$14.260
 - Reclassify one (1) Secretary to Administrative Technician
 - Reclassify one (1) Administrative Analyst I to Sr Administrative Analyst
 - o Reclassify two (2) Maintenance Service Worker II to Senior Maintenance Service Worker

FISCAL IMPACT:

The fiscal impact associated with this item is summarized below and details are provided in the First Quarter Budget Status Report.

		Sources Inc/(Dec)		Uses (Inc)/Dec	Fund Bal Impact Icr/(Dec)	
General Fund	\$	69,399	\$	(5,862,255)	\$	(5,792,856)
Other General Funds		168,705		(696,601)		(\$527,896)
Other City Funds Total		10,215,971		(25,741,457)		(\$15,525,486)
		\$10,454,075	\$	(32,300,313)	\$	(21,846,238)

The General Fund projected ending fund balance reflects a net increase of \$9.1 million to a total of \$56.9 million as a result of prior year operations and the net impact of the recommended budget adjustments.

MOTION:

Approve staff recommendation.



First Quarter Budget Status Report

Fiscal Year 2022/2023

Quick Look Indicators	First Quarter	See Page
Revenues	†	8
Expenditures	†	9
Fund Balance	†	12

Finance Department

October 25, 2022

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Report Objectives

The purpose of the First Quarter Budget Status Report is to:

- Report on the results of the prior fiscal year;
- Comment on significant economic trends;
- Recommend budget changes to address known budget deficiencies which will materially impact fund balance; and
- Recommend the reappropriation of prior year project budgets that were not completed as of June 30.

Summary of Key Points

General Fund:

- Net increase in General Fund inflows of \$59.399:
 - o Increase to Reimbursables of \$61,209
 - o Decrease to Miscellaneous Revenues of \$500
 - o Decrease to From Other Agencies of \$1,310
- Net increase in General Fund outflows of \$5,891,145:
 - o Net personnel adjustments of \$2,124,141
 - o New requests of \$1,189,572
 - o Carryover appropriations from prior year of \$2,577,432
- Contingency Reserve has been increased by \$4,773,910 bringing the balance to \$22.9 million

Other Funds:

• Additional funding for the following projects:

0	\$ 1,747,300	Various Traffic Signal Projects throughout the City (Measure I 2010-2040 Local Fund #246)
0	\$ 1,020,000	Various Sidewalk Improvement Projects throughout the City (Measure I 2010-2040 Local Fund #246)
0	\$ 680,000	Catawba & Spring St Sewer Main Project (Sewer Expansion Fund #623)
0	\$ 460,000	Alder Locust Ramona SRTS Project (Measure I 2010-2040 Local Fund #246)
0	\$ 323,000	Fontana SRTS Gap Closure Project (Measure I 2010-2040 Local Fund #246)
0	\$ 250,000	Slovene Hall Demolition Project (Capital Reinvestment Fund #601)
0	\$ 200,000	Heritage RFRBs Project (Measure I 2010-2040 Local Fund #246)
0	\$ 140,000	Westgate @ Cherry & Victoria Project (Measure I 2010-2040 Local Fund #246)
0	\$ 75,000	PD Fence @ Seville Ave Project (Police Capital Facilities Fund #636)

• This report recommends to carryover encumbrances from prior year in the amount of \$2.3 million and also recommends the reappropriation of \$203.3 million of prior year project budgets that were not completed as of June 30.

Results of General Fund Operations for Prior Fiscal Year

	FY21/22	FY21/22	FY21/22		Variance from	Variance from
	Adopted	Revised			Adopted	Revised
Revenue Source	Budget	Budget	Actuals	Percentage	Budget	Budget
Sales Tax	\$47,130,000	\$48,955,608	\$56,723,473	115.87%	\$9,593,473	\$7,767,865
Property Tax	31,981,550	32,378,383	33,306,316	102.87%	1,324,766	927,933
Interest and Rentals	3,933,540	3,933,540	3,910,048	99.40%	(23,492)	(23,492)
Franchises	7,000,000	7,494,940	8,818,785	117.66%	1,818,785	1,323,845
Business Related	7,012,000	7,012,000	8,697,621	124.04%	1,685,621	1,685,621
Development Related	10,410,500	11,110,500	12,582,648	113.25%	2,172,148	1,472,148
Recreation	2,887,590	2,887,590	3,139,511	108.72%	251,921	251,921
Motor Vehicle in-Lieu	1,000,000	1,000,000	247,160	24.72%	(752,840)	(752,840)
Miscellaneous Revenues	2,650,880	2,801,380	2,416,177	86.25%	(234,703)	(385,203)
Reimbursables	1,603,150	2,126,510	1,491,175	70.12%	(111,975)	(635,335)
From Other Agencies	4,278,700	4,278,700	4,278,700	100.00%	0	0
Total Revenues	\$119,887,910	\$123,979,151	\$135,611,614	109.38%	\$15,723,704	\$11,632,463
Transfers in	\$11,469,370	\$11,704,771	\$11,663,165	99.64%	\$193,795	(\$41,606)
Total Expenditures	\$110,031,890	\$117,891,557	\$108,997,167	92.46%	\$1,034,723	\$8,894,390
Transfers out	\$20,704,390	\$26,445,903	\$26,312,321	99.49%	(\$5,607,931)	\$133,582
Results of Operations	\$621,000	(\$8,653,538)	\$11,965,290			

Significant Economic Trends

Nationally:

- Most experts agree that the future trajectory of the U.S. economy has become more uncertain. They seem to agree on the fact that the economy is not in recession right now, but the odds of a recession in 2023 continue to climb. The most reliable model now shows a 50% change of a downturn within the next year, still leaving a 50% chance that the U.S. will avoid recession, which is encouraging. Economists expect GDP to expand by 1.7% in the third quarter of this year and a 2% in the fourth quarter.
- The U.S. economy added 315,000 jobs in August, extending a hiring streak that has led to a full employment recovery. The unemployment rate is near historic lows and wages are rising quickly. Economists expect the unemployment rate to average 3.7% at the end of 2022, slightly higher than the 3.5% observed earlier in the year.

The State of California:

• Despite the long stretch of superior job growth, California has thus far recreated just over 97% of the 2.76 million jobs that were lost in the spring of 2020. While sizeable progress has been made to reach the pre-pandemic level of total nonfarm jobs, the state trails the U.S. which exceeded its previous peak of February 2020 in July. The state unemployment rate is projected to average 4.4% in 2022 and rise marginally to 4.6% next year on moderating job growth.

City of Fontana

- Fiscal Year 2021/22 ended with 832 single family dwelling permits being issued. For the first quarter of 2022/23, 142 residential permits have been issued compared to 151 for the same period last year.
- Second quarter 2022 sales were 6% higher than the same quarter one year ago. Strong growth continues and sales tax receipts are actually higher than pre-pandemic levels.
- The Local Agency Investment Fund is currently paying 1.63% (daily rate) on City investments, up from 0.2% for the same time last year. The 2-year treasury benchmark rate is 4.22%, up from 0.28% last year.

Summary of Proposed General Fund Adjustments

The First Quarter Budget Report recommends the following General Fund budget adjustments:	Fund Balance Impact
Results from prior year operations (net):	
Fund balance available at the beginning of the fiscal year	\$14,857,988
Revenue adjustments:	
Increase reimbursables 61,209	
Correct contribution to city from FFD & FHA (1,310)	
Eliminate jail svc phone revenue since FCC changed regulations (500)	59,399
Personnel adjustments:	
Recurring FY21/22 Fourth Quarter personnel requests (\$636,890)	
Recurring FY22/23 new personnel requests 408,750	
Recurring FY22/23 PMA/POA Contract increases (743,090)	
Recurring SANCATT Task Force MOU termination (234,570)	
FY22/23 PMA/POA one-time bonus (887,901)	
Additional one-time O/T due to SANCATT MOU elimination (30,440)	(2,124,141)
Expenditure adjustments:	
New recurring departmental requests (\$798,925)	
New one-time departmental requests (319,438)	
Offsetting adjustments (71,209)	(1,189,572)
Carryover appropriations from prior year:	(2,577,432)
<u>Transfers</u>	
From Foundation Fund #299 for Mayor's Education Coalition 10,000	
Reverse xfer to Grant Fund #301 due to elimination of SANCATT Grant 100,060	
To Fleet Fund #751 for new vehicle for Homeless Solution Manager (45,000)	
To GF Project Fund #110 to cover decrease in CDBG allocation (26,170)	38,890
Changes to reserves:	
Contingency Reserve	(4,773,910)
Unappropriated Fund Balance	(4,291,222)
	\$0

General Fund Revenues

Revenues continue to be monitored on a monthly basis. Staff recommends a net increase in revenues of \$59,399 as part of the First Quarter Budget Status Report. See page 24 through 27 for details of the revenue adjustments.

Revenue Source	Adopted Budget	Current Budget Before Adjustments	Received as of 9/30/2022	Percent of Current Budget Received	Recommended First Quarter Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Received
Sales Tax	\$48,206,100	\$55,656,480	\$14,770,523	26.54%		\$55,656,480	26.54%
Property Tax	32,745,000	33,545,000	251,618	0.75%		33,545,000	0.75%
Interest and Rentals	3,785,850	4,185,850	168,860	4.03%		4,185,850	4.03%
Franchises	7,100,000	8,515,270	1,416,947	16.64%		8,515,270	16.64%
Business Related	7,062,200	8,066,230	2,295,167	28.45%		8,066,230	28.45%
Development Related	10,682,200	14,287,220	1,738,596	12.17%		14,287,220	12.17%
Recreation	3,966,690	3,916,690	503,025	12.84%		3,916,690	12.84%
Motor Vehicle in-Lieu	1,000,000	1,000,000	0	0.00%		1,000,000	0.00%
Miscellaneous Revenues	2,912,870	2,935,050	10,023,315	341.50%	(500)	2,934,550	341.56%
Reimbursables	1,543,550	1,606,050	356,940	22.22%	\$61,209	1,667,259	21.41%
From Other Agencies	4,356,050	4,356,050	329,537	7.57%	(1,310)	4,354,740	7.57%
Total General Fund	\$123,360,510	\$138,069,890	\$31,854,526	23.07%	\$59,399	\$138,129,289	23.06%

NOTE: Property Tax in-lieu of VLF collections are lagging due to the State's distribution which provides for lump-sum payments in January and May. Interest revenue is received starting in October and is followed by a year-end accrual for a full twelve months of interest. A large number of Business Licenses are renewable in December. A large share of Franchise revenues is received annually in the month of April. When adjusted for these anomalies, the percent of recommended budget received is 29.95%.

General Fund Expenditures

General Fund expenditures for first quarter are on track and within budget. Staff recommends a net increase in appropriations of \$5,891,145. See page 24 through 27 for details of the expenditure adjustments.

Department	Adopted Budget	Current Budget Before Adjustments	Spent as of 9/30/2021	Percent of Current Budget Spent	Recommended First Quarter Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Spent
City Administration	\$3,889,790	\$4,151,120	\$932,963	22.47%	\$335,113	\$4,486,233	20.80%
Human Resources	1,191,030	1,316,770	225,791	17.15%	520,147	1,836,917	12.29%
Administrative Services	328,700	488,120	76,004	15.57%	509	488,629	15.55%
City Clerk	818,490	947,170	158,039	16.69%	37,375	984,545	16.05%
Community Services	14,933,760	15,072,110	2,882,983	19.13%	77,721	15,149,831	19.03%
Innovation & Technology	3,873,710	4,063,980	747,030	18.38%	36,600	4,100,580	18.22%
Finance	3,120,890	3,492,400	732,032	20.96%	1,002,866	4,495,266	16.28%
Development Services	812,590	701,880	266,301	37.94%	537,543	1,239,423	21.49%
Building and Safety	2,134,980	2,902,360	664,789	22.91%	26,355	2,928,715	22.70%
Planning	2,511,990	2,709,610	489,623	18.07%	216,241	2,925,851	16.73%
Engineering	3,731,200	4,134,130	796,940	19.28%	641,892	4,776,022	16.69%
Public Works	7,386,950	7,519,110	1,579,293	21.00%	234,532	7,753,642	20.37%
Police	68,883,630	73,618,300	13,723,373	18.64%	2,224,252	75,842,552	18.09%
_Total General Fund _	\$113,617,710	\$121,117,060	\$23,275,161	19.22%	\$5,891,145	\$127,008,205	18.33%

NOTE: The above amounts do not include projects.

Carryover Projects

Staff recommends the reappropriation of prior year project budgets that were not completed as of June 30.

	Fund	Amount
102	City Technology	\$4,867,780
103	Facility Maintenance	\$4,584
110	GF Operating Projects	325,576
223	Federal Asset Seizure	452,697
241	Air Quality Mgmt District	758,060
245	Measure I 2010-2040 Reimb	15,400,497
246	Measure I 2010-2040 Local	14,335,934
281	Gas Tax (State)	25
282	Solid Waste Mitigation	3,058
283	Road Maintenance & Rehab	377,662
295	Permanent Local Hsg Alloc	2,113,917
297	Housing Authority LMIHF	3,867,183
301	Grants	10,770,176
302	ARPA	44,304,267
303	TDA/Article 3	281,570
321	Federal Law Enf Block Grant	53,687
362	CDBG	3,204,264
363	Home Program	4,765,650
401	CFD #1 Southridge Village	432,767

	Fund	Amount
601	Capital Reinvestment	8,336,786
602	Capital Improvement	4,221,699
603	Future Capital Projects	205,804
610	Fire Capital Project	19,006,903
622	Storm Drain	5,725,438
630	Circulation Mitigation	18,573,768
631	Fire Assessment	423,922
632	General Government	1,017,764
633	Landscape Medians	4,482,689
634	Library Capital Improvement	204,255
635	Parks Development	756,643
636	Police Capital Facilities	696,691
664	CFD #86 Etiwanda Ridge	72,862
666	CFD #88 Sierra Crest II	203,727
667	CFD #89 Belrose	82,259
668	CFD #90 Summit @ Rosena Ph I	354,861
698	Affordable Housing Trust	3,965,210
703	Sewer Replacement	6,517,696
		\$181,168,331

Carryover Projects – Encumbrances & Contracts

Staff recommends the reappropriation of prior year encumbrance and contract project budgets that were not completed as of June 30.

	Fund	Amount
102	City Technology	\$885,020
110	GF Operating Projects	48,705
223	Federal Asset Seizure	128,990
241	Air Quality Mgmt District	212,358
245	Measure I 2010-2040 Reimb	1,803,041
246	Measure I 2010-2040 Local	2,211,842
282	Solid Waste Mitigation	1,165,176
283	Road Maintenance & Rehab	650,387
301	Grants	736,764
302	ARPA	38,300
303	TDA/Article 3	62,490
362	CDBG	957,087
601	Capital Reinvestment	1,972,747
602	Capital Improvement	3,872,626

	Fund	Amount
603	Future Capital Projects	458,312
610	Fire Capital Project	555,270
622	Storm Drain	65,254
630	Circulation Mitigation	874,980
633	Landscape Medians	116,534
634	Library Capital Improvement	8,675
635	Parks Development	967,475
636	Police Capital Facilities	36,177
664	CFD #86 Etiwanda Ridge	395,260
666	CFD #88 Sierra Crest II	472,900
667	CFD #89 Belrose	446,237
668	CFD #90 Summit @ Rosena Ph I	1,925,000
703	Sewer Replacement	1,102,437
		\$22,170,043

This list includes all carryover projects city-wide. Carryover projects for Low/Mod Income Hsg Successor Agency, Fontana Housing Authority and Fontana Fire Protection District will also be included in the reports for those separate entities.

The Mid Year Budget Report will contain a progress update for capital projects.

Fund Balance Review

The City Council has established an Undesignated General Fund Balance goal of 15% of adopted recurring annual appropriations. The First Quarter Report recommendations maintain this balance. The City's Undesignated General Fund Balance represents the available resources to provide funding for future contingencies such as earthquakes, economic fluctuations, major infrastructure repairs and investment in capital for improved productivity and efficiencies.

The First Quarter Budget Report recommends the following:

- \$4,773,910 Increase to Contingency Reserve
- \$4,291,222 Increase to Unappropriated Fund Balance

Fund Balance Reserves After Adjustments

Contingency Reserve	\$22,941,910
Economic Uncertainty Reserve	9,469,586
PERS Stability Reserve	10,886,393
Unappropriated Fund Balance	10,891,641
Total	\$54,189,530

Organizational Changes

Quarterly Budget Reports are routinely used to recommend organizational and/or personnel changes within a fiscal year. Upon approval, the total recurring costs for these organizational changes will be added to the department's target numbers.

The following organizational changes are recommended as part of the First Quarter Budget Status Report:

2 2		U	1		C	1			
Department	Position	Action	Description	General Fr	General Fund Impact		ls Impact	Total 1	mpact
Department	Number	Action	Description	FY 22/23	Annual	FY 22/23	Annual	FY 22/23	Annual
City Administration	New	Add	Senior Administrative Secretary	105,510	105,510			105,510	105,510
Human Resources	New	Add	Risk Manager			203,390	203,390	203,390	203,390
Finance	28,023	Eliminate	Accounting Technician	(68,950)	(81,020)	(16,420)	(20,260)	(85,370)	(101,280)
Finance	New	Add	Deputy Finance Officer	211,930	211,930			211,930	211,930
Finance	28019	Reclass	Purchasing Supervisor to Purchasing Manager	12,500	12,500			12,500	12,500
Finance	28,007	Reclass	Account Clerk II to Buyer I	7,140	7,140			7,140	7,140
Finance	28013	Reclass	Administrative Tech to Buyer I	1,340	1,340			1,340	1,340
Finance	28009	Reclass	Accountant II to Revenue Manager	1,340	1,340	7,530	7,530	8,870	8,870
Development Svcs	New	Add	Homeless Solutions Manager	168,790	168,790			168,790	168,790
Building & Safety	32001	Reclass	Building Official to Director of Building & Safety	6,540	6,540			6,540	6,540
Development Svcs	New	Add	Secretary			72,810	72,810	72,810	72,810
Planning	34007	Reclass	Admin Secretary to Sr Administrative Aide	5,880	5,880			5,880	5,880
Engineering	36015	Salary Adjustment	Senior Civil Engineer			2,970	2,970	2,970	2,970
Engineering	36033	Salary Adjustment	Senior Civil Engineer	2,950	2,950			2,950	2,950
Engineering	36034	Salary Adjustment	Senior Traffic Engineer	2,220	2,220	750	750	2,970	2,970
Public Works	38050	Reclass	Secretary to Admin Technician			4,410	4,410	4,410	4,410
Public Works	38063	Reclass	Admin Analyst I to Sr Administrative Analyst			1,730	1,730	1,730	1,730
Public Works	38030	Reclass	Maint Svc Worker II to Sr Maint Svc Worker			4,060	4,060	4,060	4,060
Public Works	38086	Reclass	Maint Svc Worker II to Sr Maint Svc Worker			4,060	4,060	4,060	4,060
Police	40147	Eliminate	Officer/Advanced	(245,380)	(245,380)			(245,380)	(245,380)
Police	40165	Eliminate	Officer/Advanced	(207,410)	(207,410)			(207,410)	(207,410)
Police	40241	Eliminate	Officer/Advanced	(231,950)	(231,950)			(231,950)	(231,950)
Police	40990	Eliminate	Corporal/Advanced	(241,800)	(241,800)			(241,800)	(241,800)
				(\$469,350)	(\$481,420)	\$285,290	\$281,450	(\$184,060)	(\$199,970)

First Quarter Budget Status Report – 2022/2023

October 25, 2022

Liability Claims

The City Council has authorized the Director of Human Resources and the City Manager to settle liability claims within specified dollar amounts as follows:

City Manager with the concurrence of the City Attorney \$25,000
Director of Human Resources/Risk Management with concurrence of the City Attorney \$10,000

The City Council has directed staff to report claim settlements as part of each quarterly budget report. There were no claims settled during the First Quarter of Fiscal Year 2022/2023:

American Rescue Plan Act (ARPA) Expenditure Plan

CITY OF FONTANA AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN As of September 30, 2022

75 01 00 00	iber 50, 2022	
Project	Federal Eligible Use Category	Current
Leveraged Project Support Government Employment (hiring above the pre-pandemic baseline)	Public Health & Economic Response	5,872,530
Leveraged Project To Be Determined	To Be Determined	2,127,470
· ·		
Administrative Costs	Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200)	250,000
Cypress Storm Drain Project	Water, Sewer, and Broadband Infrastrucre	5,840,000
Data Security & Threat Detection	Water, Sewer, and Broadband Infrastrucre	250,000
Employee Retention/Incentive	Public Health & Economic Response	1,200,221
Endpoint Detection & Response Solution	Water, Sewer, and Broadband Infrastrucre	75,000
Fiber to City facilities	Water, Sewer, and Broadband Infrastrucre	2,000,000
Fontana Forward Grant Program	Public Health & Economic Response	3,000,000
Homelessness Prevention Resources and Care Center	Public Health & Economic Response	8,000,000
Metrolink Station Security Cameras	Public Health & Economic Response	60,000
Network Detection & Response Solution	Water, Sewer, and Broadband Infrastrucre	75,000
Parking Improvements	Public Health & Economic Response	4,079,892
Parking Structure	Revenue Loss	10,000,000
Public Safety Retenion Bonus - Premium Pay	Premium Pay	1,549,486
Septic to Sewer	Water, Sewer, and Broadband Infrastrucre	2,000,000
Sewer and Storm Drain Infrastructure Masterplan	Water, Sewer, and Broadband Infrastrucre	375,130
Supervisory Control and Data Acquisition (SCADA) - Sewer	Water, Sewer, and Broadband Infrastrucre	155,000
Update Master Infrastructure Plans	Water, Sewer, and Broadband Infrastrucre	424,870
Ventilation Upgrade for City Facilities	Public Health & Economic Response	2,500,000
	Total	49,834,600
	Total Unappropriated Available Balaince	422,513
	Total Allocation	50,257,113

Conclusion

The City Council has provided fiscal policy direction that has laid the foundation for the 2022/2023 Operating Budget's conservative approach to revenues and expenditures. The recommended budget changes included in the First Quarter Budget Report continue to adhere to City Council Policy.

As stated by the City Council's Mission Statement below, the City of Fontana embraces every opportunity to enrich the lives of those who reside in this community and this is possible due to its committed elected leadership and the talents and ingenuity of the individuals in this community and organization. The key is through a well-planned, long-term fiscal plan, based upon economic development that will continue to generate high paying long-term employment opportunities, bring in new and stable sales tax revenue sources, and maintaining intergovernmental relations. Though there are still great challenges ahead, the City is firmly committed to meeting each and every challenge that comes our way.

"We seek and embrace every opportunity to enrich the lives of those who live, work, play and invest in the City of Fontana."

Mission Statement Adopted April 26, 2022

General Fund - Fund Balance Reconciliation

Five-Year Summary

	2018-19	2019-20	2020-21	2021-22		2022	/23	
	Audited Actuals	Audited Actuals	Audited Actuals	Estimted Actuals	Adopted Budget	Adjusted Budget	Proposed Adjustments	Proposed Budget
Revenues Expenditures	\$115,286,615 97,069,126	\$114,334,026 101,318,229	\$128,044,517 100,324,532	\$135,611,614 108,997,167	\$123,360,510 113,617,710	\$138,069,890 121,117,060	\$59,399 5,891,145	\$138,129,289 127,008,205
Revenues over (under) expenditures	18,217,489	13,015,797	27,719,985	26,614,447	9,742,800	16,952,830	(5,831,746)	11,121,084
Other sources & uses: Operating transfers in Operating transfers out	11,903,826 (22,332,286)	11,199,568 (24,459,727)	10,455,858 (27,553,964)	11,663,165 (26,312,321)	11,613,510 (20,818,310)	11,613,510 (21,384,820)	10,000 28,890	11,623,510 (21,355,930)
Total other sources & uses	(10,428,460)	(13,260,159)	(17,098,107)	(14,649,157)	(9,204,800)	(9,771,310)	38,890	(9,732,420)
Revenues & other sources over (under) expenditures and other uses	7,789,029	(244,362)	10,621,878	11,965,290	538,000	7,181,520	(5,792,856)	1,388,664
Fund balance, beginning of year Projected expenditure savings from current year	32,116,136	39,272,847	38,692,079	43,584,090	33,716,101	40,696,410 0	14,857,988 0	55,554,398 0
GASB 31 adjustment Eliminate RDA receivables Prior period adjustment	(632,318)	(336,406)	41,009	5,018				
Fund balance, end of year	\$39,272,847	\$38,692,079	\$49,354,966	\$55,554,398	\$34,254,101	\$47,877,930	\$9,065,132	\$56,943,062
FUND BALANCE Reserved Inventories Jr. Lien Bonds	\$330,543 2,500,000	\$327,065 2,500,000	\$253,532 2,500,000	\$253,532 2,500,000	\$327,065 2,500,000	\$253,532 2,500,000		\$253,532 2,500,000
Total reserved	2,830,543	2,827,065	2,753,532	2,753,532	2,827,065	2,753,532	0	2,753,532
Unreserved Economic Uncertainty Designated for ECB PERS	6,919,867 1,578,985	8,500,057 0	8,514,643 0	9,469,586	8,514,643 0	9,469,586		9,469,586
Future projects and commitments	4,588,085	6,038,085	5,869,393	10,886,393	5,869,393 0	10,886,393	4 00 4 000	10,886,393
Unappropriated	8,685,367	6,029,872	16,333,398	15,939,887	0	6,600,419	4,291,222	10,891,641
	\$24,602,847	\$23,395,079	\$33,470,966	\$39,049,398	\$17,211,101	\$29,709,930	\$4,291,222	\$34,001,152
Contingencies	\$14,670,000	\$15,297,000	\$15,884,000	\$16,505,000	\$17,043,000	\$18,168,000	\$4,773,910	\$22,941,910
	0	0	0	0	0	0	0	0

Unreserved Fund Balance

		Unaudited			Budget			Net	Estimated
		Fund Balance						Proposed	Fund Balance
		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
Oth	er General Funds:								
102	City Technology	\$646,605	\$0	\$4,710,770	(\$4,346,080)	\$0	\$1,011,295	(\$207,845)	\$803,450
102	Facility Maintenance	519,787	\$0 0	7,410,170	(7,634,030)	0	295,927	(95,611)	200,316
103	Office of Emergency Services	1,059,616	0	7,410,170	(37,390)	0	1,022,226	(95,611)	1,022,226
104	KFON	1,641,135	250,000	0	(254,540)	0	1,636,595	0	1,636,595
106	Self Insurance	9,628,903	6,168,460	0	(8,141,840)	0	7,655,523	(220,770)	7,434,753
107	Retirees Medical Benefits	25,960,710	220,000	2,500,000	(2,500,000)	0	26,180,710	(220,770)	26,180,710
108	Supplemental Retirement	1,642	0	32,000	(32,000)	0	1,642		1,642
110	General Fund Operating Projects	480,172	0	1,474,270	(1,397,920)	0	556,522	0	556,522
125	Storm Water Compliance	430,549	221,700	0	(171,560)	0	480,689	(3,670)	477,019
120	Total Other General Funds	\$40,369,119	\$6,860,160	\$16,127,210	(\$24,515,360)	\$0	\$38,841,129	(\$527,896)	\$38,313,233
	rotar other contrar rando	Ψ10,000,110	ψο,σοσ, τοσ	Ψ10,121,210	(ψΣ 1,010,000)	ΨΟ	φου,στι,τ2υ	(\$027,000)	φοσ,σ1σ,2σσ
Spe	cial Revenue Funds:								
201	Muni Svcs Fiscal Impact Fee	\$22,480,397	\$1,484,000	\$0	\$0	(\$859,000)	\$23,105,397		\$23,105,397
222	Crime Prev Asset Seizure	67,298	19,750	0	(38,100)	0	48,948		48,948
223	Federal Asset Seizure	2,600,417	1,076,000	0	(2,099,790)	0	1,576,627	(22,265)	1,554,362
224	State Asset Seizure	567,246	80,600	0	(57,200)	0	590,646		590,646
225	PD Traffic Safety	2,583,079	399,500	0	(220,500)	0	2,762,079	(102,001)	2,660,078
241	Air Quality Mgmt District	342,437	310,500	0	(136,000)	(16,420)	500,517	(18,360)	482,157
242	Measure I - TCR	0	0	0	0	0	0		0
243	Traffic Safety	38,513	45,350	0	(49,020)	0	34,843		34,843
244	Prop 1B	139,393	1,200	0	0	0	140,593		140,593
245	Measure I Reimb 2010-2040	85,401	0	0	0	0	85,401	3,670	89,071
246	Measure I Local 2010-2040	4,473,083	3,704,800	0	(2,478,860)	(99,900)	5,599,123	(3,585,332)	2,013,791
281	Gas Tax (State)	2,030,688	6,222,760	0	(3,813,970)	(815,430)	3,624,048	(40,403)	3,583,645
282	Solid Waste Mitigation	2,044,799	3,029,400	0	(3,863,210)	(578,080)	632,909	301,407	934,316
283	Road Maintenance & Rehab	66,645	4,887,580	0	(4,876,780)	0	77,445		77,445
301	Grants	1,564,733	1,813,860	100,060	(1,913,920)	0	1,564,733	0	1,564,733
302	ARPA 2021	7,478,613	0	0	0	0	7,478,613	(4,243,632)	3,234,981
303	TDA/Article 3	0	0	0	0	0	0		0
321	Fed Law Enf Block Grant	37,733	208,330	0	(196,570)	0	49,493		49,493
322	State COPS AB 3229	783,886	400,000	0	(404,430)	0	779,456	(48,130)	731,327
362	CDBG	1,712,445	2,304,980	0	(2,315,130)	(91,800)	1,610,495	221,053	1,831,548
363	Home Program	805,006	770,000	0	(765,890)	0	809,116	64,032	873,148
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Unreserved Fund Balance

FY 2022/2023

		Unaudited			Budget			Net	Estimated
		Fund Balance						Proposed	Fund Balance
		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
Spe	cial Revenue Funds:	_							
365	Down Pymt Assistance Prgm	\$2,505	\$0	\$0	\$0	\$0	\$2,505		\$2,505
385	After School Program	(23,590)	3,854,890	0	(3,501,740)	(329,560)	0	0	0
386	ASES ELO-P Grant	(184,550)	0	0	0	0	(184,550)	184,550	0
387	ASES ELO-P TK Grant	0	0	0	0	0	0	0	0
395	LMD #1 City Wide	1,926,475	\$925,700	\$0	(\$958,450)	(\$142,390)	1,751,335	(112,861)	1,638,474
396	LMD #2 Village of Heritage	149,658	2,497,000	510,300	(2,869,670)	(314,360)	(27,072)	27,072	0
397	LMD #3 Empire Center	260,863	64,150	0	(62,770)	(4,490)	257,753	(2,676)	255,077
398	LMD #3 Hunter's Ridge	2,616,532	820,900	118,090	(984,420)	(97,100)	2,474,002	(25,761)	2,448,241
399	LLMD #3 Hunter's Ridge	34,993	34,350	0	(32,000)	(2,860)	34,483		34,483
401	CFD #1 Southridge Village	6,361,495	5,567,400	0	(4,058,300)	(2,074,820)	5,795,775	(78,923)	5,716,852
403	CFD #6-3A Bellgrove II	454,515	231,000	0	(158,660)	(35,550)	491,305	(1,637)	489,668
404	CFD #6-2 N Morningside	327,206	92,350	0	(73,510)	(7,240)	338,806	(778)	338,028
405	CFD #6-1 Stratham	588,962	189,800	0	(145,250)	(102,950)	530,562	(2,881)	527,681
406	CFD #6 The Landings	3,098,082	349,200	98,610	(492,450)	(51,310)	3,002,132	(14,273)	2,987,859
407	CFD #7 Country Club Estates	357,446	115,450	12,000	(151,890)	(14,790)	318,216	(3,040)	315,176
408	CFD #8 Presley	839,769	80,700	97,200	(250,230)	(22,240)	745,199	(10,466)	734,733
409	CFD #9M Morningside	260,785	165,700	0	(143,970)	(101,170)	181,345	(3,661)	177,684
410	CFD #10M Jurupa Industrial	276,039	39,900	0	(34,430)	(3,470)	278,039	(560)	277,479
412	CFD #12 Sierra Lakes	1,449,245	902,200	144,700	(1,050,850)	(121,790)	1,323,505	(52,907)	1,270,598
413	CFD #13M Summit Heights	986,560	439,300	92,930	(758,280)	(75,070)	685,440	(23,435)	662,005
414	CFD #14M Sycamore Hills	191,585	477,020	0	(282,170)	(204,340)	182,095	(11,586)	170,509
415	CFD #15M Silver Ridge	322,537	278,600	0	(151,010)	(194,380)	255,747	(2,095)	253,652
416	CFD #16M Ventana Pointe	136,169	44,400	0	(43,350)	(27,070)	110,149	(859)	109,290
418	CFD #18M Badiola Homes	44,293	7,150	0	(2,750)	(3,900)	44,793	(200)	44,593
420	CFD #20M	115,011	33,400	0	(35,930)	(17,850)	94,631		94,631
421	CFD #21M	228,519	40,900	0	(15,760)	(19,930)	233,729		233,729
423	CFD #23M	41,493	7,900	0	(1,640)	(10,210)	37,543	(291)	37,252
424	CFD#24M	184,662	46,000	0	(22,530)	(25,520)	182,612		182,612
425	CFD #25M	316,144	84,100	0	(40,850)	(47,970)	311,424	(3,522)	307,902
427	CFD #27M	23,979	83,500	0	(58,350)	(4,180)	44,949	(2,078)	42,871
428	CFD #28M	559,436	149,300	0	(77,240)	(98,810)	532,686	(554)	532,132
429	CFD #29M	38,420	23,600	0	(24,110)	(17,430)	20,480		20,480
430	CFD #30M	809,783	240,900	0	(137,570)	(144,540)	768,573	(3,394)	765,179
431	CFD #31 Citrus Heights North	598,566	299,800	0	(203,150)	(168,260)	526,956	(14,465)	512,491
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Unreserved Fund Balance

		Unaudited			Budget			Net	Estimated
		Fund Balance					<u> </u>	Proposed	Fund Balance
		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
Spe	cial Revenue Funds:								
432	CFD #32M	\$95,921	\$18,600	\$0	(\$5,250)	(\$13,600)	\$95,671		\$95,671
433	CFD #33M Empire Lighting	141,647	42,100	0	(38,380)	(2,140)	143,227	(1,396)	141,831
434	CFD #34 Empire Detention Basin	245,372	22,900	0	(10,560)	(1,020)	256,692	(65)	256,627
435	CFD #35M	1,451,697	512,700	0	(632,110)	(157,360)	1,174,927	(26,348)	1,148,579
436	CFD #36M	59,384	22,600	0	(8,710)	(17,410)	55,864	(484)	55,380
437	CFD #37 Montelago	295,127	89,700	0	(49,000)	(46,050)	289,777	(2,196)	287,581
438	CFD #38M	846,928	182,150	0	(69,710)	(106,020)	853,348	(15,787)	837,561
439	CFD #39M	52,837	21,900	0	(10,760)	(15,030)	48,947	(475)	48,472
440	CFD #40M	67,364	10,900	0	(1,150)	(7,400)	69,714		69,714
441	CFD #41M	121,259	16,000	0	(11,950)	(7,110)	118,199		118,199
442	CFD #42M	266,979	45,950	0	(63,690)	(5,510)	243,729	(3,558)	240,171
444	CFD #44M	33,019	9,200	0	(5,600)	(5,310)	31,309	(1,000)	30,309
445	CFD #45M	383,871	102,600	0	(59,170)	(49,300)	378,001	(8,446)	369,555
446	CFD #46M	299,393	50,800	0	(35,000)	(20,630)	294,563	(430)	294,133
447	CFD #47M	17,405	11,600	0	(8,380)	(5,420)	15,205	(1,331)	13,874
448	CFD #48M	424,818	77,200	0	(50,740)	(28,180)	423,098	(5,247)	417,851
449	CFD #49M	36,210	13,050	0	(10,580)	(5,420)	33,260	(1,784)	31,476
450	CFD #50M	94,503	35,850	0	(15,210)	(27,430)	87,713	(446)	87,267
451	CFD #51M	156,817	66,700	0	(49,680)	(33,690)	140,147	(2,238)	137,909
453	CFD #53M	70,032	9,350	0	(4,220)	(4,400)	70,762		70,762
454	CFD #54M	75,147	24,800	0	(12,570)	(11,830)	75,547	(2,476)	73,071
455	CFD #55M	53,150	7,400	0	(6,720)	(2,600)	51,230		51,230
456	CFD #56M	116,464	27,000	0	(400)	(23,600)	119,464		119,464
457	CFD #57M	65,910	14,600	0	(10,400)	(5,620)	64,490	(651)	63,839
458	CFD #58M	16,833	4,500	0	(600)	(3,800)	16,933	(891)	16,042
459	CFD #59M	6,193	2,400	0	(600)	0	7,993		7,993
460	CFD #60M	83,944	13,200	0	(13,240)	(5,010)	78,894		78,894
461	CFD #61M	371,727	56,600	0	(20,730)	(26,240)	381,357	(1,841)	379,516
462	CFD #62M	39,779	5,900	0	(2,250)	0	43,429		43,429
463	CFD #63M	516,866	57,750	0	(24,520)	(410)	549,686		549,686
464	CFD #64M	66,549	5,400	0	0	0	71,949		71,949
465	CFD #65M	186,490	21,400	0	(6,690)	(9,820)	191,380		191,380

Unreserved Fund Balance

		Unaudited			Budget			Net	Estimated
	Fund Balance							Proposed	Fund Balance
		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
Spe	cial Revenue Funds:								
467	CFD #67M	\$189,099	\$43,700	\$0	(\$19,100)	(\$21,530)	\$192,169	(3,072)	\$189,097
468	CFD #68M	131,549	25,100	0	(14,570)	(11,110)	130,969	(1,677)	129,292
469	CFD #69M	636,626	169,700	0	(80,360)	(94,140)	631,826		631,826
470	CFD #70M Avellino	242,193	79,200	0	(60,490)	(36,140)	224,763	(3,540)	221,223
471	CFD #71M Sierra Crest	382,593	120,400	0	(94,430)	(40,860)	367,703	(4,991)	362,712
472	CFD #72M	32,928	11,000	0	(5,430)	(5,710)	32,788	(130)	32,658
473	CFD #73M	267,403	67,400	0	(28,110)	(33,730)	272,963	(1,964)	270,999
474	CFD #74M	400,025	85,900	0	(33,870)	(510)	451,545	(849)	450,696
475	CFD #75M	53,807	14,450	0	(8,670)	(7,800)	51,787		51,787
476	CFD #76M	95,383	34,000	0	(28,400)	(13,860)	87,123	(1,670)	85,453
477	CFD #77M	47,898	12,400	0	(6,300)	(6,010)	47,988		47,988
478	CFD #78M	202,953	70,400	0	(11,320)	(1,020)	261,013	(228)	260,785
479	CFD #79M	135,349	21,700	0	(300)	0	156,749		156,749
480	CFD #80M	455,415	215,300	0	(88,500)	(110,270)	471,945	(9,290)	462,655
481	CFD #81M	115,735	110,400	0	(52,430)	(51,530)	122,175	(7,745)	114,430
482	CFD #82M	114,441	27,200	0	0	0	141,641		141,641
483	CFD #83M	163,642	62,050	0	(30,100)	(26,100)	169,492	(1,053)	168,439
484	CFD #84M	37,717	19,250	0	(8,260)	(8,710)	39,997	(1,813)	38,184
485	CFD #85 THE MEADOWS	741,145	419,600	0	(256,660)	(88,500)	815,585	(14,883)	800,702
486	CFD #86 ETIWANDA RIDGE	187,421	63,800	0	(54,920)	(27,560)	168,741	(1,277)	167,464
487	CFD #87 El Paseo	143,850	73,000	0	0	0	216,850		216,850
488	CFD #88 SIERRA CREST II	217,676	113,400	0	(51,330)	(33,000)	246,746	(2,070)	244,676
489	CFD #89 BELROSE	173,338	60,400	0	(19,140)	0	214,598		214,598
490	CFD #90 SUMMIT @ ROSENA PH i	991,062	351,800	0	(157,690)	0	1,185,172	(3,679)	1,181,493
491	CFD #91M	20,200	6,900	0	0	0	27,100		27,100
492	CFD #92M	50,462	16,500	0	0	0	66,962		66,962
493	CFD #93M	33,519	11,000	0	0	0	44,519		44,519
494	CFD #94M	6,364	2,000	0	0	0	8,364		8,364
495	CFD #95 SUMMIT @ ROSENA PH II	417,105	160,600	0	(156,310)	0	421,395		421,395
496	CFD #96M Tr. 19957	11,199	0	0	0	0	11,199		11,199
497	CFD #97M	15,782	5,100	0	0	0	20,882		20,882
498	CFD #98M	12,098	6,000	0	0	0	18,098		18,098

Unreserved Fund Balance

		Unaudited			Budget			Net	Estimated
		Fund Balance						Proposed	Fund Balance
•		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
	cial Revenue Funds:								
500	CFD #100M	\$80,770	0	0	(28,000)	0	52,770		52,770
501	CFD #101M	15,756	7,800	0	0	0	23,556		23,556
502	CFD #102M	10,053	5,000	0	0	0	15,053		15,053
503	CFD #103M Estrada	55,011	0	0	0	0	55,011		55,011
504	CFD #104M	13,791	0	0	0	0	13,791		13,791
505	CFD #105M	4,202	0	0	0	0	4,202		4,202
506	CFD #106M	87,163	0	0	0	0	87,163	(35,440)	51,723
	Total Special Revenue Funds	\$87,047,757	\$49,040,420	\$1,173,890	(\$42,585,910)	(\$8,211,630)	\$86,464,527	(\$7,803,703)	\$78,660,825
Dek	t Service Funds:								
580	General Debt Service	\$2	\$186,450	\$2,946,440	(\$3,132,890)	\$0	\$2	\$0	\$2
	Total Debt Service Funds	\$2	\$186,450	\$2,946,440	(\$3,132,890)	\$0	\$2	\$0	\$2
•	Sel Burbar Eller								
	ital Project Funds:								
601	Capital Reinvestment	\$960,368	\$37,000	\$2,400,000	(\$2,400,000)	(\$137,000)	\$860,368	\$0	\$860,368
602	Capital Improvements	8,658,168	79,000	0	0	(360,980)	8,376,188	(3,750,000)	4,626,188
603	Future Capital Projects	7,199,612	180,000	0	0	(462,470)	6,917,142		6,917,142
620	San Sevaine Flood Control	1,450,369	737,500	0	(126,580)	(13,670)	2,047,619		2,047,619
621	Upper Etiwanda Flood Control	47,153	400	0	0	0	47,553		47,553
622	Storm Drain	15,460,957	3,387,500	0	(126,110)	(125,460)	18,596,887	(526,814)	18,070,073
623	Sewer Expansion	17,055,165	2,620,000	0	(1,575,000)	(120,000)	17,980,165	(680,000)	17,300,165
630	Circulation Mitigation	24,198,305	7,364,500	0	(12,620)	(185,130)	31,365,055		31,365,055
631	Fire Assessment	265,739	276,300	0	0	(322,890)	219,149		219,149
632	General Government	11,379,531	834,000	0	0	0	12,213,531		12,213,531
633	Landscape Medians	1,514,035	689,800	0	(1,460)	(47,840)	2,154,535	(50,000)	2,104,535
634	Library Capital Improvement	1,010,160	403,500	0	0	0	1,413,660		1,413,660
635	Parks Development	16,804,764	2,107,000	0	(293,320)	(223,690)	18,394,754	81,968	18,476,722
636	Police Capital Facilities	2,978,830	673,500	0	(207,210)	(175,870)	3,269,250	(150,000)	3,119,250
637	Underground Utilities	300,603	67,200	0	0	0	367,803		367,803
650	CFD #2 Village of Heritage	0	0	0	0	0	0		0
651	CFD #3 Hunter's Ridge	0	0	0	0	0	0		0
653	CFD #7 Club Estates	5,573	0	0	0	0	5,573		5,573
654	CFD #11 Heritage West	905	0	0	0	0	905		905
655	CFD #12 Sierra Lakes	8,153	0	0	0	0	8,153		8,153

Unreserved Fund Balance

FY 2022/2023

		Unaudited			Budget			Net	Estimated
		Fund Balance						Proposed	Fund Balance
		July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Available	Adjustments	June 30, 2022
Сар	ital Project Funds:								
657	CFD #31 Citrus Heights North	\$2,898,452	100	0	0	0	2,898,552		2,898,552
658	CFD #37 Montelago	7,539	0	0	0	0	7,539		7,539
659	CFD #70 Avellino	1,203	0	0	0	0	1,203		1,203
660	CFD #71 Sierra Crest	2,722	0	0	0	0	2,722		2,722
661	CFD #80 Bella Strada	7,024	0	0	0	0	7,024		7,024
662	CFD #81 Gabriella	22	0	0	0	0	22		22
663	CFD #74B Citrus/Summit	181,914	0	0	0	0	181,914		181,914
664	CFD #86 Etiwanda Ridge	921,108	0	0	0	0	921,108		921,108
665	CFD #85 The Meadows	5,764	0	0	0	0	5,764		5,764
666	CFD #88 Sierra Crest II	6,585	0	0	0	0	6,585		6,585
667	CFD #89 Belrose	39,001	0	0	0	0	39,001		39,001
668	CFD #90 Summit @ Rosena Ph I	12,240,364	0	0	0	0	12,240,364		12,240,364
670	CFD #87 El Paseo	1,626,406	0	0	0	0	1,626,406		1,626,406
	Total Capital Project Funds	\$127,236,494	\$19,457,300	\$2,400,000	(\$4,742,300)	(\$2,175,000)	\$142,176,494	(\$5,074,846)	\$137,101,648
Ente	erprise Funds:								
701	Sewer Maintenance & Operations	\$6,196,320	\$23,786,500	\$0	(\$22,463,810)	(\$2,836,110)	\$4,682,900	(\$70,394)	\$4,612,506
702	Sewer Capital Projects	1,227,622	238,500	502,240	(161,380)	(9,280)	1,797,702		1,797,702
703	Sewer Replacement	4,249,060	1,118,000	0	(2,025,930)	(933,230)	2,407,900	(75,180)	2,332,720
710	Water Utility	710,826	4,700	0	0	0	715,526		715,526
	Total Enterprise Funds	\$12,383,828	\$25,147,700	\$502,240	(\$24,651,120)	(\$3,778,620)	\$9,604,028	(\$145,574)	\$9,458,454
Inte	rnal Service Fund:								
751	FLEET OPERATIONS	\$11,783,271	\$8,327,730	\$786,780	(\$8,434,030)	\$0	\$12,463,751	(\$2,501,363)	\$9,962,388
TOT	AL ALL FUNDS	\$278,820,471	\$109,019,760	\$23,936,560	(\$108,061,610)	(\$14,165,250)	\$289,549,931	(\$16,053,381)	\$273,496,550

Total Transfers Including General Fund

\$35,550,070

(\$35,550,070)

Recommended Adjustments

	Budget Unit							Transfers	Transfers		
	Project #	Dept	Description	Accour	nt Description	Appropriations	Revenues	In	Out	FB Impact	Reason
101	General	Fund				5,891,145	59,399	10,000	(28,890)	(5,792,856)	
Reve	nue adjustm	ents:									
	10128000	MS	MS Administration	6835	Contribution from FFD		(660)			(660) }	Correct contributions to the City from Fire District and
	10128000	MS	MS Administration	6833	Contribution from FHA		(650)			(650) }	Housing Authority
	10140108	POL	Jail Services	6450	Miscellaneous Income		(500)			(500)	Rev no longer collected as FCC changed regulations
Porce	onnel reques	ets (roc	urring):								
1 6130	•	•	•	14-3-		000 000				(000,000)	EVOCATION Founth Quarter Quarties in all Quarter
	Various	Variou			personnel accounts	636,890				(636,890)	FY2021/22 Fourth Quarter Organizational Changes
	10110100	CA	Elected Officials		personnel accounts	105,510				(105,510)	Add new Senior Administrative Secretary
	10126100	IT	IT Systems	7111	Part-time	36,600				(36,600)	Funding for two part-time service desk staff Add new Deputy Finance Officer position
	10128100	MS	Ms Administration		personnel accounts	211,930				(211,930)	
	10128200	MS	Accounting		personnel accounts	(68,950)				68,950	Eliminate PC#28023 - Accounting Technician
	10128200	MS	Accounting	7111	Part-time	24,000				(24,000)	Additional part-time funding needed
	10128300	MS	Purchasing		personnel accounts	12,500				(12,500)	Reclass PC#28019 to Purchasing Manager
	10128300	MS	Purchasing		personnel accounts	7,140				(7,140)	Reclass PC#28007 to Buyer I
	10128300	MS	Purchasing		personnel accounts	1,340				(1,340)	Reclass PC#28013 to Buyer I
	10128500	MS	Customer Service		personnel accounts	1,340				(1,340)	Reclass PC#28009 to Revenue Manager
	10130000	DS	Development Svc Admin		personnel accounts	168,790				(168,790)	Add new Homeless Solutions Manager position
	10132000	BS	Bldg & Safety Admin	Various	personnel accounts	6,540				(6,540)	Reclass PC#32001 to Director of Bldg & Safety
	10134100	CD	Planning	Various	personnel accounts	5,880				(5,880)	Reclass PC#34007 to Sr Administrative Aide
	10136004	ENG	Land Development	Various	personnel accounts	2,950				(2,950)	Salary pay adjustment for Sr Civil Engineer
	10136004	ENG	Land Development	Various	personnel accounts	2,220				(2,220)	Salary pay adjustment for Sr Traffic Engineer
	10140231	POL	Patrol Units	Various	personnel accounts	(245,380)				245,380	Eliminate PC#40147 - Officer/Adv
	10140231	POL	Patrol Units	Various	personnel accounts	(207,410)				207,410	Eliminate PC#40165 - Officer/Adv
	10140231	POL	Patrol Units	Various	personnel accounts	(231,950)				231,950	Eliminate PC#40241 - Officer/Adv
	10140226	POL	Investigations	Various	personnel accounts	(241,800)				241,800	Eliminate PC#40990 - Corporal/Adv
	Various	POL	Various	Various	personnel accounts	743,090				(743,090)	New contract increases - PMA/POA
	10140231	POL	Patrol Units	Various	personnel accounts	234,570				(234,570)	SANCATT Task Force MOU (Fund 301) terminated in May '22, transfer PC# 40198 back to the GF
Perso	onnel reques	sts (one	e-time):								
	Various	POL	Various	Various	personnel accounts	226,447				(226,447)	FY2022/23 PMA one-time bonus
	Various	POL	Various		personnel accounts	661,454				(661,454)	FY2022/23 POA one-time bonus
	10140231	POL	Patrol Units	7113	Part-time empoyees	30,440				(30,440)	Addtl O/T due to SANCATT MOU elimination
	10140231	I OL	i and offic	1113	i air tiirie empoyees	30,440				(30,440)	Addit Of Fade to SANOATT WOO GIITIIII atiot

Recommended Adjustments

Budget Projec		Description	Accoun	t Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
	·	·							· ·	
Offsetting ad	justments:									
1011050		Economic Development	6900	Operating transfers in			10,000		10,000	
1011050	00 CA	Economic Development	8010	Departmental expense	10,000				(10,000)	to be used for Mayor's Education Coalition
1012430	00 CS	Recreation - Admin	Various _I	personnel accounts	(186,970)				186,970	Full-time personnel cost transferred to IT since KFON staff
1012620	05 IT	IT Audio Visual	Various _I	personnel accounts	186,970				(186,970)	reassigned to IT Department
1012430		Recreation - Admin	Various _I	personnel accounts	(107,589)				107,589	Part-time personnel cost transferred to IT since KFON staff
1012620	05 IT	IT Audio Visual	Various _I	personnel accounts	107,589				(107,589)	reassigned to IT Department
1013600	5 ENG	Traffic/Streets	6473	Reimb exp - engineering		57,980			57,980	Developer funded traffic signal cabinets at Citrus Ave & S
1013600	5 ENG	Traffic/Streets	8320	Capital acquisition	57,980				(57,980)	Highland Ave
1011030	00 CA	City Attorney	8110	Legal Fees	(60,000)				60,000	Xfer from City Attorney budget to Planning for services for
1013410	00 CD	Planning	8110	Legal Fees	60,000				(60,000)	Commission & City on land-use related matters
1014023	31 POL	Patrol Units	6483	Reimb exp - personnel		3,229			3,229	Approve State and Local Task Force Agreement as approved
1014023	31 POL	Patrol Units	7113		3,229				(3,229)	by Council on 9/13/22 File #21-1669
M	- (۸-								
New requests	s (recurring	•								
1011010		Elected Officials	8011	Advertising	10,000				(10,000)	Council budget to use for sponsorships
1011020		City Adminisration	8010	Departmental expense	3,000				(3,000)	California Contract Cities Association enrollment
1011020		City Adminisration	8130	Other professional services	2,355				(2,355)	Increase to SCAG Membership
1012820		Accounting	8018	Conference & meetings	5,000				(5,000)	Additional training budget needed
1012820		Accounting	8130	Other professional services	62,900				(62,900)	Trustee fees and arbitrage calcs - special districts
1012431	10 CS	Special Events-Gen	8010	Departmental expense	40,000				(40,000)	Annual employee engagement activitites
1013410	00 CD	Planning	8110	Legal Fees	100,000				(100,000)	Planning Commission agenda reviews, environmental study and real estate related negotiations
1013810	7 PW	Roadside Maintenance	8130	Other professional services	19,620				(19,620)	Weed abatement svcs for newly added streets Area 1
1014010	04 POL	Communications/Disp	8019	Communications	3,340				(3,340)	To cover CLETS/PETS annual service increase
1014010	08 POL	Jail Services	8130	Other professional services	3,600				(3,600)	Phone services in jail facility
1014023	33 POL	Air Support	8130	Other professional services	65,800				(65,800)	Increase in helicopter liability insurance coverage
1014023	31 POL	Patrol Units	8220	Risk liability	13,550				(13,550)	Addtl funding due to SANCATT grant elimination
1014023	31 POL	Patrol Units	8790	Operating transfers out				(100,060)	100,060	Xter to Grant Fund #301 to cover PC# 40198 no longer needed since SANCATT grant was eliminated
1014023	33 POL	Air Support	8130	Other professional services	319,500				(319,500)	Helicopter Svc Agreement as approved by City Council on 9/27/22 File # 21-1721
1014035	52 POL	Community Programs	8130	Other professional services	150,260				(150,260)	Crossing Guard Svc Agreement with FUSD as approved by CC on 9/13/22, File # 21-1671

Recommended Adjustments

Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
		·			11 11 11 11 11				1,000	
New requests (on	e-time));								
10110400	CA	Mktg & Communications	8130	Other professional services	40,000				(40,000)	Addtl funding for recruitment videos
10110500	CA	Economic Development	8032		4,484				(4,484)	Addtl funding for subscription services increase
10110500	CA	Economic Development	8130	Other professional services	38,000				(38,000)	UCR Economic Data Research & EDD Data
10110500	CA	Economic Development	Various o	perating accounts	63,000				(63,000)	Street Vendor Compliance Prog and Retail & Restaurant Economic Development factors
10115000	HR	HR Administration	8011	Advertising	12,000				(12,000)	Addtl funding for recruitment & advertising
10115000	HR	HR Administration	8010	Departmental expense	8,000				(8,000)	Furniture & technical equip for new HR employees
10128100	MS	MS Administration	8013	Equip (Non-Comp) <\$5000	7,000				(7,000)	Equipment for new Deputy Finance Officer
10128200	MS	Accounting	8013	Equip (Non-Comp) <\$5000	3,500				(3,500)	Equipment for new Senior Accountant
10128200	MS	Accounting	8130	Other professional services	4,400				(4,400)	SCO's assistance in preparing the Annual Street Report
10128400	MS	Budget	8013	Equip (Non-Comp) <\$5000	3,500				(3,500)	Equipment for new Admin Analyst II
10130000	DS	Development Svc Admin	8010	Departmental expense	85,000				(85,000)	Addtl funds for DSO reconfiguration and relocations
10130000	DS	Development Svc Admin	8790	Operating Transfer out				45,000	(45,000)	Xfer to Fleet Fund, new vehicle for Homeless Solutions Manager
10130000	DS	Development Svc Admin	8013	Equip (Non-Comp) <\$5000	5,000				(5,000)	Non-recurring equipment for new Homeless Solution Manager
10132100	BS	Inspection Services	8130	Other professional services	(200,000)				200,000	Reduce consulting budget since the new Sr Bldg Inpector positon wapproved with the FY21/22 4th Quarter Report
10136004	ENG	Land Development	8118	Environmenal services	5,000				(5,000)	Sewer modeling training
10136004	ENG	Land Development	8130	Other professional services	100,000				(100,000)	Additional funding for surverying and plan reviews
10136006	ENG	Transportation Eng	8010	Departmental expense	2,000				(2,000)	Vests, boots & safety glasses for railroad ROW staff
10140231	POL	Patrol Units	8013	Equip (Non-Comp) <\$5000	32,530				(32,530)	Purchase six Getac laptops to support patrol vehicle communication
10140231	POL	Patrol Units	8790	Operating Transfer out				26,170	(26,170)	Xfer to GF Operating Proj Fund 110 to cover decrease in FY22/23 CDBG Grant alloc
10140233	POL	Air Support	8130	Other professional services	65,930				(65,930)	Helicopter Svc Agreement as approved by City Council on 9/27/22 File # 21-1721
10140352	POL	Community Programs	8210	Vehicle maintenance	9,970				(9,970)	O&M for blue unit #98818 Jeep Rubicon
10140352	POL	Community Programs	8130	Other professional services	6,294				(6,294)	Crossing Guard Svc Agreement with FUSD as approved by CC on 9/13/22, File # 21-1671
10140368	POL	Narcotics Unit	8010	Departmental expense	11,160				(11,160)	Replace office damaged flooring due to sewer leak damage
10140370	POL	SWAT	8210	Vehicle maintenance	12,670				(12,670)	O&M for donated heavy rescue vehicle by SBCFPD

Recommended Adjustments

Budget Unit							Transfers	Transfers		
Project #	Dept	Description	Account	Description	Appropriations	Revenues	In	Out	FB Impact	Reason
Carryovers:										
Various	CA	City Administration	Various o	pperating accounts	70,564				(70,564)	Carryover purchase orders from FY 21/22
10110200	CA	City Administration	8115	Consultant Services	8,200				(8,200)	Rollover unencumbered funds form FY21/22 for Blais Grant
10110400	CA	Marketing & Communication	8130	Other professional services	40,000				(40,000)	writing svcs & Q3 State of the City video prod
10115000	HR	HR Admnistration	8130	Other professional services	147				(147)	Carryover purchase orders from FY 21/22
10115000	HR	HR Admnistration	8130	Other professional services	500,000				(500,000)	Rollover FY21/22 funds for Class & Comp study
10120000	AS	Business Development	8130	Other professional services	509				(509)	Carryover purchase orders from FY 21/22
10122000	CC	Records & Elections	8130	Other professional services	37,375				(37,375)	Carryover purchase orders from FY 21/22
10124000	CS	Community Svcs Admin	8014	Computer hardware <\$5K	37,721				(37,721)	Carryover purchase orders from FY 21/22
Various	MS	Accounting	8130	Other professional services	107,166				(107,166)	Carryover purchase orders from FY 21/22
10128200	MS	Accounting	8130	Other professional services	150,000				(150,000)	Rollover FY21/22 Q4 funding for CPA Firm & temp help
10130000	DS	Development Svc Admin	8130	Other professional services	88,753				(88,753)	Carryover purchase orders from FY 21/22
10130000	DS	Development Svc Admin	8130	Other professional services	150,000				(150,000)	Rollover FY21/22 Q3 funding for DSO relocations
10130000	DS	Development Svc Admin	8130	Other professional services	40,000				(40,000)	Rollover FY21/22 Q3 funding for DSO scanning
10132100	BS	Inspection Services	Various o	operating accounts	20,400				(20,400)	Rollover FY21/22 Q4 funding for new Sr. Bldg Inspector equipment and cubicle modification
10132200	BS	Plan Check Services	8130	Other professional services	72,535				(72,535)	Carryover purchase orders from FY 21/22
10134100	CD	Planning	8130	Other professional services	50,361				(50,361)	Carryover purchase orders from FY 21/22
Various	ENG	Land Development	8320	Capital acquisition	278,832				(278,832)	Carryover purchase orders from FY 21/22
10136004	ENG	Land Development	8130	Other professional services	77,000				(77,000)	Rollover FY21/22 Q3 funding for CIP Traffic Study
10136005	ENG	Traffic/Streets	8130	Other professional services	76,000				(76,000)	Rollover FY21/22 Q3 funding for Traffic Analysis SB2
Various	PW	Parks	8130	Other professional services	214,912				(214,912)	Carryover purchase orders from FY 21/22
Various	POL	Various	Various o	pperating accounts	473,428				(473,428)	Carryover purchase orders from FY 21/22
10140102	POL	Background Unit	Various o	operating accounts	58,530				(58,530)	Rollover FY21-22 funds for recruitment & new equip for 12 Officers approved in FY21/22 Q2
10140358	POL	Code Compliance	7113	Part-time employees	25,000				(25,000)	Rollover FY21-22 funds for commercial enforcement O/T detail

Recommended Adjustments

	Budget Unit Project #	Dept Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
102	City Techno 10226101 10226101 10240226	IT Information Systems IT Information Systems POL Investigations	8035 Various expend Various expend		207,845 28,000 172,638 7,207	0	0	0	(207,845) (28,000) (172,638) (7,207)	Purchase Microsoft SQL server 2019 licenses Carryover purchase orders from FY 21/22 Carryover purchase orders from FY 21/22
103	Facility Mair	ntenance			95,611	0	0	0	(95,611)	
	10338317 10338317 10338317 10338317	PW PW Facilities Repair PW PW Facilities Repair PW PW Facilities Repair PW PW Facilities Repair			41,671 45,820 4,060 4,060				(41,671) (45,820) (4,060) (4,060)	Carryover purchase orders from FY 21/22 Badge card reader installation @ PW Yard main entreance Reclass PC#38086 to Sr Maint Service Worker Reclass PC#38030 to Sr Maint Service Worker
104	Office of Em	nergency Services			151,415	151,415	0	0	0	
	10428009 10428009	MS Treasury ERA2 MS Treasury ERA2		Federal grant funds City program	151,415	151,415			151,415 } (151,415) }	Reappropriate FY21/22 ERA 2 program admin funds (5% per State designation)
105	KFON				0	0	0	0	0	
	10524340 10526205 10524340 10526205	CS A/V Productions IT A/V Productions CS A/V Productions IT A/V Productions		-	(254,540) 254,540	(250,000) 250,000			(250,000) } 250,000 } 254,540 } (254,540) }	KFON team reassigned to the IT Department, xfer KFON AV Production budget from Community Services to newly created KFON AV Production Team in Innovation Technoloy
106	Self Insuran	се			211,890	(8,880)	0	0	(220,770)	
	10615001 10615001 10615001	HR Workers' Compensation HR Workers' Compensation	8010	Workers' comp charges Departmental expense	8,500	(8,880)			(8,880) (8,500)	Adjust W/C rev based on new personnel requests Addtl funding for Safety Committee Program
140		HR Risk Liability	Various person	nel accounts	203,390				(203,390)	Add new Risk Manager position
110	General Fun	nd Operating Projects	Various person	nel accounts	203,390	0	26,170	0	(203,390)	Add new Risk Manager position
110	General Fun 04032033-110-A 04032033-110-A		6900	Operating transfers in Full-time employees	·	0	26,170 26,170	0	,	Xfer from GF to cover decrease in FY22/23 CDBG Grant
125	04032033-110-A 04032033-110-A	nd Operating Projects POL Bike Patrol-CDBG Public Safety	6900	Operating transfers in	26,170	0	-, -	0	0 26,170 }	Xfer from GF to cover decrease in FY22/23 CDBG Grant
	04032033-110-A 04032033-110-A	POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety	6900 7010	Operating transfers in	26,170 26,170		26,170		0 26,170 } (26,170) }	Xfer from GF to cover decrease in FY22/23 CDBG Grant
	04032033-110-A 04032033-110-A Storm Water	POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety r Compliance ENG Plan Check Engineering	6900 7010	Operating transfers in Full-time employees	26,170 26,170 3,670		26,170		0 26,170 } (26,170) } (3,670)	Xfer from GF to cover decrease in FY22/23 CDBG Grant alloc
125	04032033-110-A 04032033-110-A Storm Water 12536001	POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety r Compliance ENG Plan Check Engineering	6900 7010 8130	Operating transfers in Full-time employees	26,170 26,170 3,670 3,670	0	26,170	0	0 26,170 } (26,170) } (3,670)	Xfer from GF to cover decrease in FY22/23 CDBG Grant alloc
125	04032033-110-A 04032033-110-A Storm Water 12536001 Federal Ass 22340373	POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety POL Plan Check Engineering POL Federal Seizure POL Federal Seizure	6900 7010 8130	Operating transfers in Full-time employees Other professional services Other professional services	26,170 26,170 3,670 3,670 22,265 21,450	0	26,170	0	0 26,170 } (26,170) } (3,670) (3,670) (22,265) (21,450)	Xfer from GF to cover decrease in FY22/23 CDBG Grant alloc Rollover FY21/22 funding for professional services Paint, graphics, U/C lighting package for unit #98818
125	04032033-110-A 04032033-110-A Storm Water 12536001 Federal Asso 22340373 22340373 PD Traffic S 22540362	POL Federal Seizure POL Traffic Safety POL Traffic Safety POL Traffic Safety	6900 7010 8130 8130 8130	Operating transfers in Full-time employees Other professional services Other professional services	26,170 26,170 3,670 3,670 22,265 21,450 815	0	26,170	0	0 26,170 } (26,170) } (3,670) (3,670) (22,265) (21,450) (815)	Xfer from GF to cover decrease in FY22/23 CDBG Grant alloc Rollover FY21/22 funding for professional services Paint, graphics, U/C lighting package for unit #98818
125	04032033-110-A 04032033-110-A Storm Water 12536001 Federal Asso 22340373 22340373 PD Traffic S 22540362	POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety POL Bike Patrol-CDBG Public Safety r Compliance ENG Plan Check Engineering et Seizure POL Federal Seizure POL Federal Seizure afety	6900 7010 8130 8130 8130	Operating transfers in Full-time employees Other professional services Other professional services Other professional services	26,170 26,170 3,670 3,670 22,265 21,450 815 102,001	0	26,170	0	0 26,170 } (26,170) } (3,670) (3,670) (22,265) (21,450) (815) (102,001)	Xfer from GF to cover decrease in FY22/23 CDBG Grant alloc Rollover FY21/22 funding for professional services Paint, graphics, U/C lighting package for unit #98818 Carryover purchase orders from FY 21/22

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
245	Measure I 20	10-20	40 Riemb			(3,670)	0	0	0	3,670	
	36003350-245-A	ENG	Etiwanda/Slover Arterial	Various pers	onnel accounts	(3,670)				3,670	Adjust project budget related to contract increases
246	Measure I 20	10-20	40 Local			3,585,332	0	0	0	(3,585,332)	
	Measure I 2010-2040 Local 24636026 ENG MI Traffic Signal Improvement 24636025 ENG MI Trf Sig Timing Sync Various ENG Measure I Funds 36000003-246-A ENG Fontana SRTS Gap Closure 360000012-246-A ENG Neighborhood Trf Mgmt 36000013-246-A ENG Local Roadway Safety Plan 36000018-246-A ENG Baseline/McGuire FYA 36000018-246-A ENG Victoria Street AC Sidewalk 36000023-246-A ENG Fiber Optic/Heritage Cir/Sierra 36000043-246-A ENG Etwanda Ave TS Video Sys 36000044-246-A ENG Etwanda Ave TS Video Sys 36000044-246-A ENG Arrow Blvd TS & Intersect Mod 36000310-246-A ENG Heritage RRFBs 3600339-246-A ENG Alder-Locust-Ramona SRTS 36003341-246-A ENG Cherry/Live Oak TS Mod 36003354-246-A ENG Cherry/Live Oak TS Mod 36003367-246-A ENG Alder Middle School S/W		Various pers Various expe 8329 Various expe 8329 Various expe 8329 8329 8329 8329 8329 8329 8329 8329	onnel accounts onnel accounts onnel accounts Other construction onse accounts Other construction onse accounts Other construction	1,320 750 100,673 323,000 (48,100) 16,282 (15,822) (356,921) 32,000 140,000 36,300 1,000,000 880,000 200,000 4,000 460,000 35,000 140,000 140,000 (35,150)	J	V		(3,503,502) (1,320) (750) (100,673) (323,000) 48,100 (16,282) 15,822 356,921 (32,000) (140,000) (36,300) (1,000,000) (880,000) (200,000) (4,000) (460,000) (35,000) (186,000) (140,000) (35,000) (140,000) (35,150) (106,000)	FY21/22 Q4 Organizational Changes Salary pay adjustment for Sr Traffic Engineer Carryover purchase orders from FY 21/22 To cover increase in construction costs Project complete, return remaining funds to FB Addtl funding for professional svcs to complete proj Project complete, return remaining funds to FB Project not moving forward, return budget to FB To cover increase in construction costs To construct infrastructure within the Westgate area Install new video detection system at Etiwanda Ave Construct new TS @ Arrow Blvd & Library Way Intersection Sidewalk & pavement rehab on Randall Ave Construct Rectangular Rapid Flashing Beacon @ VOH Addtl funding to cover various issues during construction To cover increase in construction costs	
	36003382-246-A 36003386-246-A	ENG	Mango So Highland TS Arrow/Cypress TS	8329	Other construction	380,000				(380,000)	To cover increase in construction costs
281	Gas Tax (Sta 28138107 Various	PW PW	Roadside Maintenance Various	8130 8012	Other professional services Uniform expense	40,403 40,280 123	0	0	0	(40,403) (40,280) (123)	Weed abatement svcs for newly added Area 2 Carryover purchase orders from FY 21/22
282	Solid Waste	Mitiga	ation			(301,407)	0	0	0	301,407	
	28238107 28238302 28238105	PW PW PW	Roadside Maintenance Solid Waste & Recycling Asphalt	8130 Various pers 8012	Other professional services onnel accounts Unifor expense	5,620 (307,052) 25				(5,620) 307,052 (25)	Weed abatement svcs for newly added Area 3 Environmental staff will report to Code Compliance and paid from Fire Funds Carryover purchase orders from FY 21/22
301	Grants	_				178,421	178,421	0	0	0	
	30128001 30128001 30138325	MS MS PW	EOS Grant EOS Grant State HHW	5367 8330 5367	State grant Construction contract CA Grant	70,068	70,068 22,383			22,383	3/16/20 and accepted per CC-G 12/8/20 Carryover purchase order from FY21/22 and re-allocate
	30138325 30140238 30140238	PW POL POL	State HHW SANCATT SANCATT	8130 5326 6900	Other professional services SANCATT grant Operating transfers in	22,383	(178,500) (100,060)			(22,383)] (178,500)] (100,060)]	SANCATT Task Force MOU (Fund 301) terminated in

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
	30140238	POL	SANCATT	Various expe	nse acounts	(278,560)				278,560 }	,,
	40100003-301-A 40100003-301-A		2019 Homeland Security 2019 Homeland Security	5349 8013	Homeland security grant Equip (non-comp)<\$5000	(2,921)	(2,921)			(2,921) } 2,921 }	Project complete return remaining funds back to FB
	40200003-301-A 40200003-301-A		2021 HSGP 2021 HSGP	5349 Various expe	Homeland security grant nse acounts	40,451	40,451			40,451 } (40,451) }	
	04032039-301-D 04032039-301-D		2023 STEP Grant 2023 STEP Grant	5325 Various expe	Police OTS reimb nse acounts	327,000	327,000			327,000 } (327,000) }	
302	ARPA					4,243,632	0	0	0	(4,243,632)	
	30224101	CS	ARPA - Afer School Admin	8130	Other professional services	815,000				(815,000)	Rollover FY21/22 ARPA funds for After School Prog
	30226101	IT	ARPA Funding	8316	Computer software >\$5000	400,000				(400,000)	Rollover FY21/22 ARPA funds for Data Security & Theft Detection
	30226101 30228000 30228000	IT MS MS	ARPA Funding ARPA 2021 ARPA 2021	8317 7010 8010	Maintenance equipment Full-time employees Departmental expense	66,411 1,757,221 250,000				(66,411) (1,757,221) (250,000)	Carryover purchase orders from FY 21/22 Rollover FY21/22 Employee retention ARPA funds Rollover FY21/22 ARPA funds - Admin costs
	30236000	ENG	Storm Drain Admin	8130	Other professional services	800,000				(800,000)	Rollover FY21/22 Sewer & Strom Drain Infrastructure Masterplan funds
	30238114	PW	Sewer Maintenance	8130	Other professional services	155,000				(155,000)	Rollover FY21/22 SCADA Sewer ARPA funds
322	State COPS A	AB 32	29			48,130	0	0	0	(48,130)	
	32240233	POL	Air Support	8130	Other professional services	48,130				(48,130)	Carryover purchase orders from FY 21/22
362	CDBG					1,388,905	1,609,959	0	0	221,053	
	36220206 36220206 30200003-362-A 30200011-362-A 3020003-362-A 36220207 36220207 30200012-362-A 30200012-362-A	DS DS DS DS DS DS DS DS DS	CDBG Housing Admin CDBG Housing Admin CDBG Project TBD CDBG Housing Admin CDBG Project TBD Emergency Solutions Grant Emergency Solutions Grant ESG ESG	5328 5328 5328 8130 8329 5328 5328 5328 8130	CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement Other professional services Other construction CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement Other professional services	(31,838) 31,838 3,303	31,838 (31,838) 31,838 64,089 (64,089) 64,089			31,838) (31,838)) 31,838) (31,838)) (40,089) (64,089) (64,089)	Re-appropriate FY21/22 CDBG Housing Funds and move to CDBG Project TBD Re-appropriate FY21/22 ESG Revenue funds and mov to new ESG Project and increase appropriations in the ESG funds
	36220213 36220213 30200003-362-A 36220213 36220213 30200003-362-A	DS DS DS DS DS	CDBG-CSD Programs CDBG-CSD Programs CDBG Project TBD CDBG-CSD Programs CDBG-CSD Programs CDBG Project TBD	5328 5328 5328 8028 8028 8028 8329	CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement City programs City programs Other construction	38,412 (38,412) 37,603	37,603 (37,603) 37,603			37,603) (37,603) 37,603) (38,412) 38,412) (37,603))	Re-appropriate FY21/22 CDBG-CSD programs funds and move to CDBG Project TBD
	02023859-362-A 30200002-362-C 02023859-362-A 30200002-362-C	DS DS DS	CDBG Project TBD CDBG Acq/Rehab/Rental CDBG Project TBD CDBG Acq/Rehab/Rental	5328 5328 8329 8310	CDBG grant reimbursement CDBG grant reimbursement Other construction Land	(912,977) 912,977	(912,977) 912,977			(912,977) } 912,977 } 912,977 } (912,977) }	Move unallocated CDBG Project TBD funds to increase budget in the Acq/Rehab project and match HUD

Recommended Adjustments

	Budget Unit Project #	Dep	t Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
	30200004-362-D 30200004-362-D 30200004-362-G 30200004-362-D 30200004-362-G	DS DS DS DS	Housing Rehab Loan Prog Housing Rehab Loan Prog Housing Rehab Loan Prog Housing Rehab Loan Prog Housing Rehab Loan Prog	5328 5328 5328 8119 8119	CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement Construction-non-capital Construction-non-capital	(91,404) 91,404	25,770 (91,404) 91,404			25,770 (91,404) 91,404 91,404 (91,404)	Close out 18/19 Housing Rehab Loan Prog and move to 21/22 Housing Rehab Loan Prog
	04032033-362-A	POL	Bike Patrol-CDBG Public Safety	7113	Part-time employees	7,230				(7,230)	Increase budget to match CDBG allocation
	30200011-362-A 30200011-362-A 30200011-362-A 30200011-362-A	DS DS DS	CDBG Housing Admin CDBG Housing Admin CDBG Housing Admin CDBG Housing Admin	5328 8010 8130 Various pers	CDBG grant reimbursement Departmental expense Other professional services onnel accounts	(5,000) (38,010) (105,000)	(50,998)			(50,998) 5,000 38,010 105,000	i una
	30200012-362-A 30200012-362-A	DS DS	ESG ESG	5328 7010	CDBG grant reimbursement Full-time employees	(12,581)	4,126			4,126] 12,581]	Adjust ESG budget to match FY22/23 HUD alloction
	30200016-362-A 30200016-362-A	DS DS	CDBG-CSD Programs CDBG-CSD Programs	5328 8028	CDBG grant reimbursement City programs	59,251	(749)			(749)] (59,251)]	Adjust CDBCSD Program budget to match FY22/23 HUD alloction
	30200002-362-D 30200002-362-D	DS DS	CDBG Acq/Rehab/Rental CDBG Acq/Rehab/Rental	5328 8310	CDBG grant reimbursement Land	296,777	296,777				Increase CDBG Acq/Rehab/Rental budget to match FY22/23 HUD alloction
	04032033-362-A 04032033-362-A	POL POL	Bike Patrol-CDBG Public Safety Bike Patrol-CDBG Public Safety	5328 7010	CDBG grant reimbursement Full-time employees	(26,170)	(15,000)			(15,000)] 26,170	, g
	0302000**-362-A 0302000**-362-A	DS DS	ESG CV-3	5328 8130	CDBG grant reimbursement Other professional services	1,171,503	1,171,503			1,171,503 (1,171,503)	Appropriate new FY22/23 ESG CV-3 funds
	30200004-362-E 30200004-362-F 30200004-362-G	DS DS DS	Housing Rehab Loan Program Housing Rehab Loan Program Housing Rehab Loan Program	5328 5328 5328	CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement		15,000 15,000 15,000			15,000 1 15,000 1	Appropriate program income to Housing Rehab Loan Program strings
363	Home Progra	ım				(315)	63,717	0	C	64,032	
	36320200 36320200 30200017-363-A 30200017-363-A 30200017-363-A	DS DS DS DS	Home Program Home Program Home Program Home Program Home Program	5328 5328 5328 5328 8130	CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement CDBG grant reimbursement Other professional services	(29,315)	37,414 (37,414) 37,414 (656,697)			37,414 (37,414) 37,414 (656,697) 29,315	Re-appropriate FY21/22 revenue Home Admin funds and move to newly created Home Admin Project and decrease Home Admin budget to match FY22/23 HUD allocation
	30200006-363-A 30200006-363-A	DS DS	Home Project TBD Home Project TBD	5328 8130	CDBG grant reimbursement Other professional services	29,000	683,000			683,000 (29,000)	Increase Home Project expenditures and revenues to match FY22/23 HUD allocations
385	After School	Prog	ram			2,176,365	2,176,365	0	С	0	
	38524101 385241XX	CS CS	FASP-After School Admin FASP-After School Admin	5335 Various expe	Fontana USD nse accounts	2,176,365	2,176,365			2,176,365 (2,176,365)	Rollover F121/22 ASES Grant approved with the QS report
386	ASES ELO-P	Gran	t			4,310,570	4,495,120	0	C	184,550	
	38624101 386241XX	CS CS	ASES ELO-P Various	5335 Various expe	Fontana USD nditures accounts	4,310,570	4,495,120			4,495,120 (4,310,570)	

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
387	ASES ELO-F	TK Gr	ant			453,690	453,690	0	0	0	
	38724200 Various		ASES ELO-P TK Admin Various	5335 Various exper	Fontana USD aditures accounts	453,690	453,690			453,690 } (453,690) }	Rollover FY21/22 appropriation for the new Expanded Learining Opportunities Program (ELO-P TK) as approved by Council on 7/12/22
395	LMD #1 (City	/wide)				112,861	0	0	0	(112,861)	
	39538209 39538275 Various	PW A	Landscape Maintenance Annexation No. 25 Various	8130 8331 8130	Other professional services Construction contingency Other professional services	57,400 44,952 10,509				(57,400) (44,952) (10,509)	Removal & replacement of deteriorated chainlink Rollover FY21/22 Walnut Village Iron Fence funds Carryover purchase orders from FY 21/22
396	LMD #2 Villa	ige of H	leritage			247,928	275,000	0	0	27,072	
	39638205 39638205 39638209 Various Various	PW I PW I PW I	Pools Pools Landscape Maintenance Landscape Maintenance Landscape Maintenance	5317 8329 8329 Various exper 8130	County - special proj Other construction Other construction use accounts Other professional services	33,550 103,105 159,026 (47,753)	275,000			275,000 (33,550) (103,105) (159,026) 47,753	Rollover FY21/22 SB Agrmt Heritage Pool grant Rollover FY21/22 VOH pool deck repair funds Rollover FY21/22 for potable landscape iddigation Carryover purchase orders from FY 21/22 Decrease FY22/23 expenditures
397	LMD #3 Emp	ire Cen	nter			2,676	0	0	0	(2,676)	
	Various	PW I	Landscape Maintenance	8130	Other professional services	2,676				(2,676)	Carryover purchase orders from FY 21/22
398	LMD #3 Hun	ter's Ri	dge			25,761	0	0	0	(25,761)	
	Various		Landscape Maintenance	8130	Other professional services	25,761				(25,761)	Carryover purchase orders from FY 21/22
401	CFD #1 Sout	thridge	Village			78,923	0	0	0	(78,923)	
	Various		Landscape Maintenance	Various exper	nse accounts	78,923				(78,923)	Carryover purchase orders from FY 21/22
403	CFD #6-3A E	Bellgrov	re II			1,637	0	0	0	(1,637)	
	40338209		Landscape Maintenance	8130	Other professional services	1,637				(1,637)	Carryover purchase orders from FY 21/22
404	CFD #6-2 N					778	0	0	0	(778)	
40E	40438209 CFD #6-1 Sti		Landscape Maintenance	8130	Other professional services	778				(778)	Carryover purchase orders from FY 21/22
405	40538209		Landscape Maintenance	8130	Other professional services	2,881 2,881	0	0	0	(2,881)	Carryover purchase orders from FY 21/22
406	CFD #6 The		•	0130	Other professional services	14.273	0	0	0	(14,273)	Carryover purchase orders from FT 21/22
100	Various		Landscape Maintenance	8130	Other professional services	14,273				(14,273)	Carryover purchase orders from FY 21/22
407	CFD #7 Cou		-	0100	Other professional services	3,040	0	0	0	(3,040)	Carryover purchase orders from FT 21/22
707	40738209	•	Landscape Maintenance	8130	Other professional services	3,040	0	0	0	(3,040)	Carryover purchase orders from FY 21/22
408	CFD #8 Pres		.,			10,466	0	0	0	(10,466)	
	Various	PW 7	Trees	8130	Other professional services	10,466				(10,466)	Carryover purchase orders from FY 21/22

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
409	CFD #9M N	lorningsid	de			3,661	0	0	0	(3,661)	
	40938209	PW La	andscape Maintenance	8130	Other professional services	3,661				(3,661)	Carryover purchase orders from FY 21/22
410	CFD #10M	Jurupa Ir	ndustrial			560	0	0	0	(560)	
	41038209	PW La	andscape Maintenance	8130	Other professional services	560				(560)	Carryover purchase orders from FY 21/22
412	CFD #12 Si	ierra Lake	s			52,907	0	0	0	(52,907)	
	Various	PW La	andscape Maintenance	Various pers	sonnel accounts	52,907				(52,907)	Carryover purchase orders from FY 21/22
413	CFD #13M	Summit H	leights			23,435	0	0	0	(23,435)	
	Various	PW La	andscape Maintenance	Various pers	sonnel accounts	23,435				(23,435)	Carryover purchase orders from FY 21/22
414	CFD #14M	Sycamore	e Hills			11,586	0	0	0	(11,586)	
	41438209		andscape Maintenance	Various pers	sonnel accounts	11,586				(11,586)	Carryover purchase orders from FY 21/22
415	CFD #15M	Silver Rid	lge			2,095	0	0	0	(2,095)	
	41538209	PW La	andscape Maintenance	8130	Other professional services	2,095				(2,095)	Carryover purchase orders from FY 21/22
416	CFD #16M	Ventana F	Pointe			859	0	0	0	(859)	
	41638209		andscape Maintenance	8130	Other professional services	859				(859)	Carryover purchase orders from FY 21/22
418	CFD #18M					200	0	0	0	(200)	
	41838204	PW Tr	rees	8130	Other professional services	200				(200)	Carryover purchase orders from FY 21/22
423	CFD #23M	5111				291	0	0	0	(291)	0
405	42338204	PW Tr	rees	8130	Other professional services	291				(291)	Carryover purchase orders from FY 21/22
425	CFD #25M					3,522	0	0	0	(3,522)	
	Various	PW La	andscape Maintenance	8130	Other professional services	3,522				(3,522)	Carryover purchase orders from FY 21/22
427	CFD #27M					2,078	0	0	0	(2,078)	
	Various	PW La	andscape Maintenance	8130	Other professional services	2,078				(2,078)	Carryover purchase orders from FY 21/22
428	CFD #28M					554	0	0	0	(554)	
	42838209	PW La	andscape Maintenance	8130	Other professional services	554				(554)	Carryover purchase orders from FY 21/22
430	CFD #30M					3,394	0	0	0	(3,394)	
	Various	PW La	andscape Maintenance	8130	Other professional services	3,394				(3,394)	Carryover purchase orders from FY 21/22
431	CFD #31 C	itrus Heig	hts North			14,465	0	0	0	(14,465)	
	Various	PW La	andscape Maintenance	8130	Other professional services	14,465				(14,465)	Carryover purchase orders from FY 21/22
433	CFD #33M	Empire Li	ighting			1,396	0	0	0	(1,396)	
	Various	PW La	andscape Maintenance	8130	Other professional services	1,396				(1,396)	Carryover purchase orders from FY 21/22

Recommended Adjustments

	Budget Unit Project #	Dep	t Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
434	CFD #34 Em	pire [Detention Basin			65	0	0	0	(65)	
	43438209	PW	Landscape Maintenance	8130	Other professional services	65				(65)	Carryover purchase orders from FY 21/22
435	CFD #35M					26,348	0	0	0	(26,348)	
	Various	PW	Landscape Maintenance	8130	Other professional services	26,348				(26,348)	Carryover purchase orders from FY 21/22
436	CFD #36M					484	0	0	0	(484)	
	Various	PW	Trees	8130	Other professional services	484				(484)	Carryover purchase orders from FY 21/22
437	CFD #37M					2,196	0	0	0	(2,196)	
	43738209	PW	Landscape Maintenance	8130	Other professional services	2,196				(2,196)	Carryover purchase orders from FY 21/22
438	CFD #38M					15,787	0	0	0	(15,787)	
	Various	PW	Trees	8130	Other professional services	15,787				(15,787)	Carryover purchase orders from FY 21/22
439	CFD #39M					475	0	0	0	(475)	
	43938204	PW	Trees	8130	Other professional services	475				(475)	Carryover purchase orders from FY 21/22
442	CFD #42M					3,558	0	0	0	(3,558)	
	Various	PW	Landscape Maintenance	8130	Other professional services	3,558				(3,558)	Carryover purchase orders from FY 21/22
444	CFD #44M					1,000	0	0	0	(1,000)	
	44438204	PW	Trees	8130	Other professional services	1,000				(1,000)	Carryover purchase orders from FY 21/22
445	CFD #45M					8,446	0	0	0	(8,446)	
	Various	PW	Trees	8130	Other professional services	8,446				(8,446)	Carryover purchase orders from FY 21/22
446	CFD #46M					430	0	0	0	(430)	
	44638204	PW	Trees	8130	Other professional services	430				(430)	Carryover purchase orders from FY 21/22
447	CFD #47M					1,331	0	0	0	(1,331)	
	44738204	PW	Trees	8130	Other professional services	1,331				(1,331)	Carryover purchase orders from FY 21/22
448	CFD #48M					5,247	0	0	0	(5,247)	
	Various	PW	Lanscape Maintenance	8130	Other professional services	5,247				(5,247)	Carryover purchase orders from FY 21/22
449	CFD #49M					1,784	0	0	0	(1,784)	
456	44938204	PW	Trees	8130	Other professional services	1,784				(1,784)	Carryover purchase orders from FY 21/22
450	CFD #50M					446	0	0	0	(446)	2
AEA	Various	PW	Lanscape Maintenance	8130	Other professional services	446	-	-	•	(446)	Carryover purchase orders from FY 21/22
451	CFD #51M	DV4	Torra	0400	Otherseless	2,238	0	0	0	(2,238)	Correspondent purchase and ordere from EV 24/22
	Various	PW	Trees	8130	Other professional services	2,238				(2,238)	Carryover purchase orders from FY 21/22

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
454	CFD #54M					2,476	0	0	0	(2,476)	
	45438204	PW	Trees	8130	Other professional services	2,476				(2,476)	Carryover purchase orders from FY 21/22
457	CFD #57M					651	0	0	0	(651)	
	Various	PW	Lanscape Maintenance	8130	Other professional services	651				(651)	Carryover purchase orders from FY 21/22
458	CFD #58M					891	0	0	0	(891)	
	45838204	PW	Trees	8130	Other professional services	891				(891)	Carryover purchase orders from FY 21/22
461	CFD #61M					1,841	0	0	0	(1,841)	
	Various	PW	Trees	8130	Other professional services	1,841				(1,841)	Carryover purchase orders from FY 21/22
467	CFD #67M					3,072	0	0	0	(3,072)	
	Various	PW	Trees	8130	Other professional services	3,072				(3,072)	Carryover purchase orders from FY 21/22
468	CFD #68M					1,677	0	0	0	(1,677)	
	Various	PW	Trees	8130	Other professional services	1,677				(1,677)	Carryover purchase orders from FY 21/22
470	CFD #70M A	vellind)			3,540	0	0	0	(3,540)	
	Various	PW	Lanscape Maintenance	8130	Other professional services	3,540				(3,540)	Carryover purchase orders from FY 21/22
471	CFD #71M S	ierra C	Crest			4,991	0	0	0	(4,991)	
	Various	PW	Parks	Various perso	onnel accounts	4991				(4,991)	Carryover purchase orders from FY 21/22
472	CFD #72M					130	0	0	0	(130)	
	47238209	PW	Lanscape Maintenance	8130	Other professional services	130				(130)	Carryover purchase orders from FY 21/22
473	CFD #73M					1,964	0	0	0	(1,964)	
	Various	PW	Lanscape Maintenance	8130	Other professional services	1,964				(1,964)	Carryover purchase orders from FY 21/22
474	CFD #74M					849	0	0	0	(849)	
	Various	PW	Trees	8130	Other professional services	849				(849)	Carryover purchase orders from FY 21/22
476	CFD #76M					1,670	0	0	0	(1,670)	
	Various	PW	Parks	8130	Other professional services	1,670				(1,670)	Carryover purchase orders from FY 21/22
478	CFD #78M					228	0	0	0	(228)	
	47838209	PW	Lanscape Maintenance	8130	Other professional services	228				(228)	Carryover purchase orders from FY 21/22
480	CFD #80M B					9,290	0	0	0	(9,290)	
_	Various	PW	Trees	8130	Other professional services	9,290				(9,290)	Carryover purchase orders from FY 21/22
481	CFD #81M					7,745	0	0	0	(7,745)	
	48138204	PW	Trees	8130	Other professional services	7,745				(7,745)	Carryover purchase orders from FY 21/22

Recommended Adjustments

	Budget Unit Project #	Dep	t Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
483	CFD #83M					1,053	0	0	0	(1,053)	
	48338209	PW	Landscape Maintenance	8130	Other professional services	1,053				(1,053)	Carryover purchase orders from FY 21/22
484	CFD #84M					1,813	0	0	0	(1,813)	
	48438204	PW	Trees	8130	Other professional services	1,813				(1,813)	Carryover purchase orders from FY 21/22
485	CFD #85M					14,883	0	0	0	(14,883)	
	Various	PW	Trees	8130	Other professional services	14,883				(14,883)	Carryover purchase orders from FY 21/22
486	CFD #86M					1,277	0	0	0	(1,277)	
	48638209	PW	Landscape Maintenance	8130	Other professional services	1,277				(1,277)	Carryover purchase orders from FY 21/22
488	CFD #88M					2,070	0	0	0	(2,070)	
	Various	PW	Parks	8130	Other professional services	2,070				(2,070)	Carryover purchase orders from FY 21/22
490	CFD #90M					3,679	0	0	0	(3,679)	
	49038202	PW	Landscape Maintenance	8130	Other professional services	3,679				(3,679) }	Carryover purchase orders from FY 21/22
506	CFD #106M					35,440	0	0	0	(35,440)	
	50638209 50638209	PW PW	Landscape Maintenance Landscape Maintenance	8130 8130	Other professional services Other professional services	34,800 640				(34,800) (640)	Landscape maintenance activities in CFD #106 Carryover purchase orders from FY 21/22
580	General Debt	Serv	rice			896,060	896,060	0	0	0	
	58028200 58028200 58028200	MS MS	Finance - Gen D/S Finance - Gen D/S Finance - Gen D/S	6835 8410 8411	Contribution from FFD Principal Interest	395,000 501,060	896,060			896,060 } (395,000) } (501,060) }	Adjust principal pmt & interest budget to reflect the 2021 Lease Revenue Bonds financing & record contribution from FFD to cover increase
601	Capital Reinv	estm/	ent			0	0	0	0	0	
	60138212 38300002-601-A 28001008-601-A 60110500 28001008-601-A 28001008-601-A 38204339-601-A	PW PW MS CA MS MS	Special Project Center Stage Theater Misc Project Business Develop Project Misc Project Misc Project Landscape Irrigation Improv	8119 8329 8330 8130 8330 8330 8130	Construction-non-capital Other construction Construction contracts Other professional services Construction contracts Construction contracts Other professional services	250,000 1,500,000 (1,750,000) 6,100 (6,100) 2,300 (2,300)				(250,000) (1,500,000) 1,750,000 (6,100) 6,100 (2,300) 2,300	Demolition of city owned Slovene Hall @ 8425 Cypress Center Stage Theater renovation & naming right agreement Adjust miscellaneous project account Landscape maintenance for Fontana Auto Ctr Monument Adjust miscellaneous project account Adjust miscellaneous project account Project complete, return remaining funds to FB
602	Capital Impro	vem	ents			3,750,000	0	0	0	(3,750,000)	
	60230000 60230000 60230000 60230000 60230000 36000019-602-A	DS DS DS DS	Special Projects Special Projects Special Projects Special Projects Special Projects Special Projects Southridge Dog Park	8310 8310 8312 8312 8312 8330	Land Land acquisition expense Land acquisition expense Land acquisition expense Construction contracts	280,000 445,000 535,000 1,690,000 1,300,000 (500,000)				(280,000) (445,000) (535,000) (1,690,000) (1,300,000) 500,000	Vacant land purchase agreement APNs 0191-161-17 & 0191- 161-28 located on Spring St east of Juniper 16762 Spring St land purchase, APN #0191-161-29 16717 Spring St land purchase, APN #0191-161-18 8443 Nuevo Ave land purchase APN #0191-163-27 16766 Arrow Blvd land purchase APN #0191-162-09 Project being defunded, return remaining funds to FB

Recommended Adjustments

	Budget Unit Project #	Dept	Description	Account	Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
622	Storm Drain					526,814	0	0	0	(526,814)	
	62236000 62236027 36003346-622-A 36003347-622-A	ENG ENG	Storm Drain Admin S/D Master Declez North Lime Ave Basin Sultana @ Miller Basin	8130 8330 8329 8329	Other professional services Construction contracts Construction contracts Construction contracts	25,070 650,000 (49,128) (99,128)				(25,070) (650,000) 49,128 99,128	Rollover FY21/22 strom drain funds Ten-Ninety debt service cost Project being defunded, return remaining funds to FB Project being defunded, return remaining funds to FB
623	Sewer Expan	sion				680,000	0	0	0	(680,000)	
	36000046-623-A 36000047-623-A		Catawba Ave Sewer Main Spring St Sewer Main	8329 8329	Construction contracts Construction contracts	400,000 280,000				(400,000) (280,000)	Construct 8" sewer main & eliminate septic system Construct 8" sewer main & eliminate septic system
633	Landscape Ir	nprov	ements			50,000	0	0	0	(50,000)	
	63336000 63336000		Landscape Medians Landscape Medians	8115 8115	Consultant services Consultant services	25,000 25,000				(25,000) (25,000)	Rollover FY21/22 Q2 plan check consultant funding Addtl funding needed for consultant landscape plan check
635	Park Develop	ment				(81,968)	0	0	0	81,968	
	36000019-635-A	ENG	Southridge Dog Park	Various expe	nditure accounts	(81,968)				81,968	Project being defunded, return remaining funds to FB
636	Police Capita	ıl Faci	lities			150,000	0	0	0	(150,000)	
	63640113 36000021-636-A		Police Facility Future Proj PD Fence on Seville Ave	Various expe 8113	nse accounts Design/architect services	75,000 75,000				(75,000) (75,000)	Rollover FY21/22 funding for future project planning Addtl funding for fence as bids came higher than expected
701	Sewer Mainte	enance	e & Operations			70,394	0	0	0	(70,394)	
	Various 70138114	PW PW	Sewer Pretreatment Sewer Maintenance	8130 8318	Other professional services	27,925 171,549				(27,925) (171,549)	Carryover purchase orders from FY 21/22 Carryover purchase orders from FY 21/22
	70138313	PW	Sewer Pretreatment	Various pers	onnel accounts	(120,190)				120,190	Environmental staff will report to Code Compliance and paid from Fire Funds
	70128500 70128500		Sewer Billing Sewer Billing	•	onnel accounts onnel accounts	(16,420) 7,530				16,420 (7,530)	Eliminate PC# 28023 - Accounting Technician Reclass PC# 28009 to Revenue Manager
703	Sewer Repla	cemen	it			75,180	0	0	0	(75,180)	
	Various	PW	Sewer Line Replacement	8130	Other professional services	75,180				(75,180)	Carryover purchase orders from FY 21/22
751	Fleet Operati	ons				2,569,003	22,640	45,000	0	(2,501,363)	
	75138305 75138305 75138306 75138306 75138306	PW PW PW	Fleet Maintenance Fleet Maintenance Fleet Replacement Fleet Replacement Fleet Replacement	6710 Various expe 6900 8130 8319	Motorpool charges nse accounts Operating transfer in Other professional services Vehicle purchase	125 257,778 2,311,100	22,640	45,000		22,640 (125) 45,000 (257,778) (2,311,100)	Adjust revenue due to vehicle additions Carryover purchase orders from FY 21/22 Xfer from GF for Homeless Solutions Manager position Carryover purchase orders from FY 21/22 Carryover purchase orders from FY 21/22
						Total operating transfe	ers	71,170	0		

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES FOR SPECIFIC CLASSIFICATIONS THROUGHOUT THE CITY AND THE UPDATED CORRESPONDING SALARY TABLES

WHEREAS, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

WHEREAS, the Classification Plan is not a static plan and requires revision to reflect organizational changes and needs.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FONTANA RESOLVES AS FOLLOWS:

SECTION 1. To adopt a new job description and salary range for the classification of Director of Building & Safety at range EXE01 (\$135,000/year - \$188,958.39/year) and the updated Executive Group salary table.

SECTION 2. To adopt the new job descriptions and salary ranges for the classifications of Deputy Finance Officer at range MC86 (\$10,987.60/month - \$13,357.07/month), Homeless Solutions Manager at range MC87 (\$8,578.27/month - \$10,429.47/month), Purchasing Manager at range MC88 (\$7,735.87/month - \$9,408.54/month), Revenue Operations Manager at range MC89 (\$7,735.87/month - \$9,408.54/month), Risk Manager at range MC90 (\$9,597.47/month - \$11,668.80/month), and the updated Management Confidential Group salary table.

SECTION 3. To adopt the new job description and salary ranges for the classifications of Buyer I/II at ranges CH23 (\$4,251.87/month - \$5,172.27/month) and CH78 (\$4,803.07/month - \$5,841.34/month) respectively, and the updated Teamsters Local 1932 City Hall Unit salary table.

EFFECTIVE DATE: October 26, 2022

APPROVED AND ADOPTED this 25th day of October, 2022.

Resolution No.

City Clerk

READ AND APPROVED AS TO LEGAL FORM: City Attorney I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on October 25, 2022, by the following vote to wit: AYES: NOES: **ABSENT:** City Clerk of the City of Fontana Mayor of the City of Fontana Resolution 2021-ATTEST:

CITY OF FONTANA DIRECTOR OF BUILDING & SAFETY

DEFINITION: Under administrative direction from the Deputy City Manager (DCM), directs, manages and coordinates the activities of the Building & Safety, Fire Prevention, and Code Enforcement Divisions; oversees and renders interpretations of a comprehensive set of municipal and state building, fire, zoning, and land use codes in order to protect its citizens and their property from conditions which are injurious to the health, safety or welfare of the general public and may be detrimental to property values and community appearance; coordinates plan check, inspection activities, neighborhood improvement, and preservation programs with other divisions, departments, and outside agencies; responds, when appropriate to inquiries, concerns, and complaints by the public; attends meetings and makes presentations, prepares reports, memoranda, letters, and other forms of correspondence; provides highly responsible and complex administrative support to the DCM. Exercises direct supervision over assigned professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS: The employee must have the ability to:

- Develop, plan, and implement Department, goals, and objectives; recommend and administer policies and procedures.
- Manage, direct, and organize plan check, building/fire inspection, and code enforcement activities, including with other departments, contractors, developers, and residents.
- Direct, oversee, and participate in the development of the plan check, building/fire inspection, and code enforcement work plan; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Direct, oversee, and participate in the development of the Department's work plans; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Direct, oversee, and participate in the development and administration of Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement mid-year and quarterly adjustments.
- Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Direct the evaluation, selection, and administration of outside consulting contracts for Department's related services; evaluate and prepare recommendations regarding the retention of consultants.
- Coordinate Department activities with those of other departments and outside agencies and organizations; provide complex technical and administrative support to the City Manager, Deputy City Manager, and City Council; prepare and present staff reports, surveys, and other necessary correspondence.

- Make public presentations before City Council, Planning Commission, and other governmental and private groups, and organizations; attend all City Council meetings as Department's staff representative.
- Participate on a variety of boards and commissions; attend and participate in professional groups and committees; meet with and advise individual property owners and community associations on Department matters as needed.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Prepare ordinances and ordinance amendments related to building, fire, and code enforcement activities.
- Render interpretations of building and fire codes.
- Serve as a technical advisor to the City Management staff and City Council on Department related matters.
- Communicate clearly and concisely, both orally and in writing to and before public and private groups and organizations.
- Establish and maintain a cooperative workplace and working relationships with those contacted throughout the course of employment.
- Maintain prompt and regular attendance.
- Perform any other tasks or functions deemed necessary to the daily operations of the employer.
- Other duties as assigned.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. Incumbents may be required to lift, carry and/or push objects weighing 25 pounds or more. The position requires near and far vision when inspecting work. Incumbents may work in all weather conditions, and may be exposed to fumes, dust, and air contaminants, drive motorized vehicles, and work around moving traffic.

EXPERIENCE AND TRAINING GUIDELINES: A combination of experience and training that would likely provide the required knowledge and abilities is qualifying. The employee must have the knowledge of:

- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and techniques of budget development and administration.
- Principles and practices of organization, administration, and personnel management.
- California Code of Regulations Title 24, Title 25, and the base model codes, as well as referenced standards and Fontana's Municipal Code.
- Principles of structural design, engineering mathematics, and building inspection.
- Modern methods of building construction.

- Research methods and sources of information related to building and fire codes as well as nuisance abatement.
- Pertinent Federal, State, and local laws, codes, and regulations.
- Principles and practices of organization, administration, and personnel management.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Modern office practices, procedures, methods, and equipment.

Ability to:

- Administer a variety of plan check, building/fire inspections, and code enforcement activities.
- Analyze problems; identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of City goals.
- Interpret Department's policies and procedures to the general public.
- Identify and respond to public and City Council issues and concerns.
- Analyze, interpret, and check complex plan specifications, calculations, laws, and regulations.
- Assist in preparing ordinances and code amendments.
- Interpret building, fire and code enforcement policies and procedures to the public.
- Interpret and apply City policies, procedures, rules, and regulations as well as the California Code of Regulations Title 24, Title 25, and Fontana's municipal code.
- Gain cooperation through discussion and persuasion.
- Select, supervise, train, and evaluate personnel.
- Prepare and administer a department budget.

Experience and Education: In addition to the above recommended skills and abilities, the applicant must possess:

A high school degree or G.E.D. equivalent and relevant coursework, certifications, or vocational training in building technology, building construction, and/or related architectural disciplines, **AND** ten (10) years of increasingly responsible experience in plan check and inspection of public, commercial, industrial, and residential buildings, which includes at least seven (7) years of supervisory experience.

OR

Equivalent to a Bachelor's degree from an accredited college or university with major course work in Engineering, Architecture, Public Administration or a closely related field **AND** a minimum of seven (7) years of applicable experience, which includes five (5) years of supervisory experience, in addition to the training/ certificates listed below. Experience in a local municipality is preferred

The position requires continuous possession of the following certifications, licenses, and accreditations throughout the duration of employment:

- Possession of a valid California Class "C" Driver's License or equivalent.
- Possession of an International Code Council (ICC) certification as a Building Plans Examiner and Building Inspector.
- Possession of an ICC certification as a Certified Building Official (CBO) and Certified Fire Marshal (CFM), or possession of either the CBO or CFM ICC Certification at employment inception with the ability to obtain the other ICC certification within one (1) year.
- Registration as a Certified Access Specialist (CASp) with the Division of State Architect is highly desirable.

SUPPLEMENTAL INFORMATION: Successful candidates will be required to pass a drug screening, fingerprint screening, physical examination and an abbreviated background investigation conducted by the Fontana Police Department. In addition, incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

CITY OF FONTANA EXECUTIVE GROUP ANNUAL PAY SCHEDULE EFFECTIVE 10/26/2022

TITLE	RANGE	MINIMUM ANNUAL SALARY	MAXIMUM ANNUAL SALARY
City Manager	EXE02		\$324,450.00
Chief of Police	EXE02	\$200,930.00	\$276,429.92
Deputy City Clerk	EXE01	\$103,500.80	\$142,140.37
Deputy City Manager	EXE02	\$200,930.00	\$275,944.21
Director of Building & Safety	EXE01	\$135,000.00	\$188,958.39
Director of Community Services	EXE01	\$133,024.32	\$189,080.77
Director of Human Resources & Risk Management	EXE01	\$133,042.00	\$182,711.74
Director of Innovation & Technology	EXE01	\$141,723.00	\$194,633.49
Director of Planning	EXE01	\$135,000.00	\$188,958.39
Chief Financial Officer/ Director of Management Services	EXE01	\$151,350.00	\$207,854.00
Public Works Director/City Engineer	EXE01	\$165,000.00	\$212,283.00

CITY OF FONTANA DEPUTY FINANCE OFFICER

DEFINITION: Under the general direction of the Chief Financial Officer, plans, organizes, and supervises various assigned activities of the Finance Department including budget, payroll, general accounting operations, and treasury functions; and provides highly complex staff assistance to the Chief Financial Officer. This position exercises direct supervision over assigned professional, technical, and clerical staff. This position acts as department director in absence of the Chief Financial Officer.

DISTINGUISHING CHARACTERISTICS: The Deputy Finance Officer has the day-to-day responsibility for managing, directing and organizing assigned functions and activities of the Finance Division of the Management Services Department. Areas of responsibility may include but are not limited to managing Budget, Payroll, Accounts Payable, Revenue, General Ledger and Special District Accounting, the City of Fontana Investment Portfolio, and Accounts Receivable. This position also participates in the development and implementation of various financial policies and procedures. The Deputy Finance Officer will also ensure that work carried out in the Finance Department is aligned with applicable best practices.

ESSENTIAL FUNCTIONS: The incumbent must have the ability to:

- Review, recommend, and participate in the development and implementation of departmental goals, objectives, priorities, and policies and procedures.
- Manage, direct, and organize the functions and activities of the City's general accounting operations.
- Prepare and analyze technical and complex reports, statements, and correspondence.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods, procedures, and staffing levels.
- Supervise and assist in financial planning activities as related to investment analysis, sources and uses of funds, risk management, accounting, purchasing, debt administration, and extensive budget planning and forecasting.
- Oversee the annual update of the City's fees & charges study and the internal cost allocation plan.
- Supervise and participate in the preparation of a variety of financial statements and reports, including the City's budget, capital improvement program, and comprehensive annual financial report utilizing the Government Finance Officers Association Awards standards.
- Supervise, train, and evaluate Department personnel and provide technical guidance and/or direction to subordinate staff, including the various Division Managers within the Department.
- Prepare, present, and approve Department, City Council and Committee reports and presentations as required.
- Direct, oversee and participate in the development of work plans; assign work activities, projects and programs; monitor workflow; review and evaluate work products methods and procedures.

- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Maintain prompt and regular attendance.
- Other duties as assigned.
- This position is always evolving. Therefore, employer reserves the right to modify this
 job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, this position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when working with the phone.

EXPERIENCE AND TRAINING GUIDELINES

A combination of experience and training that would proved the required knowledge is qualifying. The incumbent must have knowledge of:

- Generally accepted accounting principles and procedures and their application to a variety of complex accounting transactions and problems.
- Methods and techniques of effective technical accounting report preparation and presentation.
- Recent development, current literature and sources of information related to municipal accounting and administration.
- Principles and practices of supervision, training and personnel management.
- Pertinent Federal, State and local laws, codes and regulations.
- Advanced methods, practices and procedures of investment management.
- Modern office procedures, methods and computer applications.

Experience: Five (5) years of increasingly responsible experience in professional governmental accounting including budget management, debt administration, and finance; including two years' experience in a management or supervisory capacity.

Education: A Bachelor's degree from an accredited college or university with major coursework in accounting or a closely related field. A Master's degree in Public Administration, Business, Finance, or Accounting and/or designation as a Certified Public Accountant is highly desirable.

License/Certifications: Possession of, and continuously throughout employment, a valid California Class "C" Driver's License or equivalent.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

CITY OF FONTANA HOMELESS SOLUTIONS MANAGER

DEFINITION: Under general direction from a Department Director or Deputy City Manager, develop, organize, and manage the City's Continuum of Care strategies in conjunction with local government agencies, law enforcement, community stakeholders, and non-profit/community-based organizations; and perform other related work as assigned. The responsibilities and areas of focus for the Homeless Solutions Manager may include but are not limited to street outreach, case management, social services coordination, transitional housing, tenant-based rental assistance, permanent affordable housing, and housing stabilization services for the homeless and those susceptible to homelessness.

ESSENTIAL FUNCTIONS: The incumbent must have the ability to:

- Develop, recommend, and oversee administration of homelessness projects/programs, including future ones that are beneficial to the goals and objectives of the City.
- Manage and participate in the development and implementation of projects, goals, objectives, policies, and priorities.
- Conduct complex administrative research, studies, reports, and surveys related to homelessness.
- Develop qualitative and quantitative measures to monitor, ensure, and evaluate programs and projects.
- Write, administer, monitor, and oversee contract and grant compliance; prepare and write reports.
- Provide written analysis, evaluation, and recommendations regarding homelessness programs and proposals.
- Conduct and prepare a variety of studies and reports as related to demographic, economic, regulatory, and environmental issues of a project; recommend revisions to programs, policies, and procedures.
- Coordinate homeless policy and long-term planning with the City of Fontana Housing Division, other local government agencies, law enforcement, city staff, and other community-based organizations.
- Prepare City Council action reports and agenda items; make presentations to the City Council, and other boards, commissions, and community groups.
- Supervise, train, coordinate, and evaluate assigned staff, including contractors.
- Meet with City staff to identify and resolve problems; coordinate with other departments to ensure cooperation in achieving goals and objectives.
- Respond to the general public and residents' concerns in a courteous manner.
- Represent the City at various public forums as required to discuss homelessness and related topics.
- Research and advise on implementation of evidence-based practices and measurable outcomes; analyze and present program data based on shared metrics including use of the Homeless Management Information System (HMIS), Coordinated Entry System (CES), or other similar systems.

- Develop meeting notices and outreach materials, such as fliers and brochures.
- Oversee development and administration of the budget for associated projects/programs.
- Prepare and/or review cost estimates/financial documentation in conjunction with various homelessness programs/projects; monitor and control expenditures.
- Pursue Federal, State and local funding sources necessary to implement and/or expand existing programs, projects, and activities.
- Maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both verbally and in writing.
- Maintain prompt and regular attendance.
- Employee must perform any other tasks or functions deemed necessary to the daily operations of the employer or as the situation requires.
- This position is always evolving. Therefore, employer reserves the right to modify this
 job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing reports and using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work-related documents. Acute hearing is required when providing phone and counter assistance. The position may also require lifting of 25 pounds or more. Additionally, the incumbent may be exposed to all weather conditions including wet, hot, and cold. The nature of the work requires the incumbent to drive motorized vehicles, work in heavy traffic conditions, and often work with constant interruptions.

EXPERIENCE AND TRAINING GUIDELINES:

A combination of experience and training that would provide the required knowledge and abilities is qualifying. The incumbent must have knowledge of:

- Principles and practices of homelessness program/project development and administration, public administration, and contract management.
- Principles and Homeless assistance services and programs.
- Research methods and report writing techniques.
- Federal, state, county and local policies, procedures, laws and regulations affecting homelessness programs.
- Grant writing and administration, specifically federal grant administration experience including Community Development Block Grant Programs (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG).
- Research methods, techniques and practices.

- Effective supervisory and personnel management practices and procedures, including principles of team building and project management.
- Data tracking and performance measurement.
- Local government organizational structure, functions and management.
- Principals and techniques of budget process and administration.
- Effective customer service techniques and principles.

In addition, the incumbent must have the ability to:

- Exercise sound judgement and demonstrate initiative.
- Project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply policies and procedures.
- Prepare comprehensive reports; communicate clearly and concisely both orally and in writing.
- Develop and maintain effective working relationships with law enforcement, elected officials, community organizations, local government agencies, non-profits, commission members, other City employees and the general public.
- Understand local community problems and recommend feasible solutions.

Education: Equivalent to a Bachelor's Degree from an accredited college or university in Public Administration, Social/Behavioral Sciences, Business Administration, or a related field. A Master's Degree in a related field is highly desirable.

Experience: A minimum of four (4) years of increasingly responsible experience directly related to the development, implementation, and administration of homeless assistance programs.

Licenses/Certifications: Possession of, and continuously throughout employment, a valid California Class "C" Driver's License or equivalent. Bilingual fluency in English and Spanish is highly desirable.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

CITY OF FONTANA PURCHASING MANAGER

DEFINITION: Under general direction of the Chief Financial Officer, supervises, plans, and coordinates the activities and operations of the City's centralized Purchasing functions; coordinates assigned activities with other departments, outside agencies and the general public; provides highly responsible and complex staff assistance to the Chief Financial Officer; and performs other related work as necessary. This position provides lead supervision to professional, technical, and/or clerical staff.

ESSENTIAL FUNCTIONS: The incumbent must have the ability to:

- Assist in the development and implementation of Purchasing Division goals, objectives, policies, and priorities.
- Plan, assign, supervise and evaluate the work of the Purchasing Division staff.
- Plan, organize, and direct the municipal purchasing, staffing and operational activities for the City's centralized Purchasing Division including procurement of materials, supplies and services.
- Maintain the City's Purchasing Policy to ensure compliance with all required local, state, and Federal requirements.
- Review major purchase requisitions; approve requisitions for conformity with established procedures; assign requisitions to staff for action; make major equipment purchases.
- Process all Public Works projects for formal bidding.
- Conduct pre-bid specification review conferences with bidders and City officials to resolve any conflicts or misunderstandings regarding bids; supervise and participate in the development of bid specifications; and analyze bids for compliance and make recommendations on major purchases.
- Supervise and participate in development of bid specifications; receive, open, analyze and publicly read bids, and make recommendations on major purchases.
- Prepare periodic purchasing, inventory control, bidding and proposal, and related contracts reports and records.
- Review budget requirements for all departments for capital equipment purchases and monitor monthly expenditures for purchasing, publishing services and central stores.
- Confer with municipal officials regarding purchasing activities such as development of specifications and standardization.
- Assist City staff with procurement needs by providing professional and technical guidance on obtaining materials and services; ensure that procurement activities meet legal and professional standards by enforcing pertinent codes, policies and regulations and professional ethics regarding purchasing operations.
- Encourage the standardization of equipment, materials and services used by various City departments.
- Oversee, review and process purchase orders, verifying proper account numbers/funds for ordered items; sign and approve purchase orders as authorized; and coordinate and monitor open/blanket purchase orders.
- Supervise the sale of surplus items more than or unsuitable for City use.

- Establish and maintain contact and negotiations with vendors; keep informed of new products; develop new sources of supply; and evaluate vendor performance.
- Establish and maintain cooperative working relationships with internal and external customers.
- Prepare and administer the budget for the division.
- Supervise, train, and evaluate supervisory, professional, technical, administrative, and clerical staff members.
- Analyze, evaluate, and modify purchasing methods and procedures.
- Interpret and explain City purchasing, central stores, publishing services, and messenger service policies and procedures.
- Examine and interpret financial statements of applicant companies to determine solvency.
- Collect, interpret, and evaluate data. · Methodically evaluate reasons to validate conclusions and define and select alternatives.
- Rationalize and project the consequences of decisions and/or recommendations.
- Formulate policies, plan, coordinate and initiate actions necessary to implement decisions.
- Interact with personnel at all organizational levels and on occasion function in stressful situations requiring persuasion and negotiation.
- Act as liaison to advise and/or resolve differences between departments and outside agencies.
- Initiate, plan and complete work assignments with a minimum of direction and control.
- Communicate clearly and concisely, orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of employment.
- Maintain prompt and regular attendance.
- Perform any other tasks or functions deemed necessary to the daily operations of the employer.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing documents and reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person.

EXPERIENCE AND TRAINING GUIDELINES: A combination of experience and training that would provide the required knowledge is qualifying. The incumbent must have knowledge of:

- Principles and practices of public agency procurement, bidding specifications and processes for public works projects and other services, and materials management processes including Federal, state, county and city regulations regarding purchasing methods and practices.
- Commodity markets, marketing practices and commodity pricing methods.
- Materials management and warehousing methods and practices including inventory control procedures.
- Contract laws, regulations, and standards.
- Federal, state, and municipal purchasing laws and procedures.
- Budget and accounting procedures and practices.
- Computerized purchasing, inventory, and accounting systems.
- Types of supplies, materials and equipment commonly used by the municipal utilities, including terminology and nomenclature.
- Principles and practices of organization, administration, budgeting, supervision, and personnel management.

A typical way to obtain the knowledge and abilities would be:

Experience: Five (5) years of progressively responsible management experience in a large scale governmental agency, including experience with commercial purchasing, bidding, contracts administration, inventory control procedures, and related services. Experience should also include at least two (2) years of supervisory experience.

Education: Equivalent to a Bachelor's degree from an accredited college or university with major study in purchasing, business administration, public administration, marketing or a related field; or equivalent combination of education, training, and experience. A Certified Purchasing Manager (CPM) Certificate or equivalent certification is highly desirable.

Licenses and/or Certifications: Professional purchasing certification of Certified Purchasing Manager (CPM), Certified Professional Public Buyer (CPPB), Certified Public Purchasing Officer (CPPO) or purchasing certificate from an accredited college or university is highly desirable. Possession of, and continuously throughout employment, a valid California Class "C" Driver's License or equivalent.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

CITY OF FONTANA REVENUE OPERATIONS MANAGER

DEFINITION: Under administrative direction, manage, direct, supervise, and coordinate the activities and operations of the Revenue Division including management of business licensing, utility billing, revenue collection of various fees and taxes, and citywide cashiering function; monitor and analyze revenue sources of the City, prepare and/or review various revenue estimates, and provide professional staff assistance to the Deputy Finance Officer in a variety of related assignments.

ESSENTIAL FUNCTIONS: The incumbent must have the ability to:

- Assume management responsibility for utility billing, cashiering, tax collection, treasury reporting, and other revenue services and activities.
- Recommend and implement goals, objectives, and practices for providing effective and efficient investment and revenue services.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend, within Departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement and review with the Deputy Finance Director; direct the implementation of improvements.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Plan, direct, coordinate, and review the work plan for cashiering, cash management, utility billing, business licensing, revenue tracking and analysis, revenue collections, and various tax programs; meet with staff to identify and resolve problems; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Manage and participate in the development and administration of the annual divisional budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures for the division; direct and implement adjustments as necessary.
- Monitor and report on legislative actions that may affect local government finance.
- Supervise, audit, and institute cash controls for division staff. Supervise the administration of other revenue services and activities.
- Participate in special projects including research of new programs and services, budget analysis and preparation, and feasibility analyses; prepare and present reports; participate in a variety of Department operations.
- Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to revenue programs, policies, and procedures as appropriate.
- Analyze problems, identify alternative solutions, project consequences of proposed

actions, and implement recommendations in support of Finance Department goals.

- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze and compile complex technical and statistical data. Perform complex financial and accounting work.
- Prepare and administer annual Revenue Division budgets.
- Prepare clear, concise, and comprehensive administrative and financial reports.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Supervise and direct the work of the central cashier office in receiving, depositing, and disbursing of all monies.
- Supervise and direct the work of the utility billing operations, business license, and passport operations.
- Supervise the recording of all receipts, disbursements and special assessments, and financial record maintenance.
- Review and recommend best practices for off-site financial transactions.
- Respond to requests for information and advise other departments, governmental agencies, and the public of City's financial and revenue policies.
- Identify and respond to community and finance issues, concerns, and needs.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Maintain prompt and regular attendance.
- Perform related duties and responsibilities as assigned.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing documents and reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer, and acute hearing is required when providing phone service and communicating in person.

EXPERIENCE AND TRAINING GUIDELINES: A combination of experience and training that would provide the required knowledge is qualifying. The incumbent must have knowledge of:

- Operational characteristics, services, and activities of revenue management, utility billing, cashiering, accounting, passport services, and business licensing.
- Principles and practices governing commercial banking relationships, products, and services.
- Organizational and management practices as applied to the analysis and evaluation

of programs, policies, and operational needs.

- Principles and methods of modern accounting and auditing.
- Principles and practices of financial administration including budgeting and reporting.
- Principles and practices of program analysis, and revenue forecasting.
- Modern and complex principles and practices of program development and administration.
- Principles and practices of effective management and supervision.
- Pertinent Federal, State, and local laws, codes, and regulations pertaining to public finance.

Experience: Five (5) years of professional and progressively responsible revenue management experience, including two (2) years of supervisory experience.

Education: Equivalent to a Bachelor's Degree from an accredited college or university with a major course work in Accounting, Finance, Business Administration, or a related field.

Licenses and/or Certifications: Possession of, and continuously throughout employment, a valid California Class "C" Driver's License or equivalent.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

CITY OF FONTANA RISK MANAGER

DEFINITION: Under general supervision, the Risk Manager identifies areas of exposure to loss or injury which results from the activities of City government; plans, promotes and coordinates the activities of a comprehensive City insurance, safety, and risk program analysis, develops and recommends programs to protect the City against catastrophe loss; and minimizes potential risks; and performs related duties as required.

Supervision Received and Exercised:

The Risk Manager provides professional support to the Director of Human Resources/Risk Management and provides direct supervision over the office as directed.

ESSENTIAL FUNCTIONS – Duties may include, but are not limited to, the following:

- Administers the formulation and implementation of policy for the City's risk
 management program, which includes, the safety program, self-insured program,
 earthquake program (revenue bond buildings), self-insured liability program, selfinsured workers' compensation program, self-insured workers' compensation
 subrogation program, and any other peripheral and/or related programs. Monitors
 and regulates the outcome of potential losses to minimize financial impact to the
 City.
- Reviews, evaluates, and reports on the overall effectiveness of the various elements of the comprehensive risk management program, such as safety, loss control, claims management and the like.
- Develops and maintains current specifications for all types of insurance coverage deemed necessary to adequately protect losses, and writes specifications for the purchase of insurance by bid or negotiation.
- Keeps abreast of current developments in the fields of risk management and insurance, and incorporates necessary or desirable changes into City policies affecting the comprehensive insurance and risk management programs.
- Coordinates and participates in the investigation of liability claims.
- Maintains liaison with City departments' heads and employees on insurance or workers' compensation matters. Makes recommendations regarding investigations and claims resolution.
- Acts as the City's liaison to third party administrators, appeals board and attorneys. Prepares reports and analyzes data for insurance renewals.
- Provide consultation to the city community in an effort to ensure safe work and build awareness of risk management services.
- Oversees renewals including property, general liability, workers compensation and fidelity bonds for employees, volunteers and special risk insurance; receives and reviews claims correspondence.
- Manages the preparation of certificates of insurance for outside agencies.
- Represents City at court hearings, court appearances, depositions; and monitors subpoena processes.

- Oversees claim reviews, prepares and presents cases in Small Claims Court.
- Maintains records and files of losses, accidents, liability claims and other risk management information; reviews staff time and expense reports.
- Develop and manage City-wide safety and training programs.
- Acts as the City's Safety Officer in compliance with SB198, responsible for establishing a Safety Committee, identifying safety representatives, conducting regular safety meetings, coordinating through safety representatives, regular safety audits, inspections, and any needed and necessary training.
- Develops and conducts initial safety training for new employees, following-up with division managers to ensure division specific training has occurred upon hiring.
- Maintains records of all initial training, division specific training, and any ongoing training.
- Assist in the development of the department budget.
- Recommends and participates in the development of Division goals and objectives, policies and procedures.
- Supervise, train and evaluate assigned staff.
- Establishes and maintains effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Maintain prompt and regular attendance.
- Other duties as assigned.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, and stooping in the performance of daily The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision when preparing and reading written reports and other work related documents. Acute hearing is also required when providing phone and counter assistance. The employee may occasionally be required to travel to different sites and locations; when working outdoors the incumbent may encounter extreme weather conditions, including wet, hot, cold, wind, and heavy vehicle traffic. The noise level in the work environment is usually guiet to moderate when indoors and moderate to loud when outdoors. The nature of the work may also require the incumbent to work in heavy vehicle traffic conditions and often work with constant interruptions. When performing inspections, the incumbent may be exposed to a variety of hazardous substances which may include solvents, chemicals and fumes, grease/oil, and dust.

EXPERIENCE AND TRAINING GUIDELINES: A combination of experience and training that would provide the required knowledge and abilities is qualifying. The incumbent must have knowledge of :

- Applicable city, county, state and Federal statutes, rules, ordinances, codes and regulations governing municipal law, risk management and loss control principles and of file and records management.
- Skilled in assessing and prioritizing multiple tasks, projects and demands, working within conflicting and multiple deadlines to complete projects and assignments, assessing, analyzing, identifying and recommending solutions to problems, oral and written communication using standardized English, and in establishing and maintaining positive and productive working relationships with both internal and external customers.
- Ability to complete essential duties with little to no supervision.
- Proficient in the use of a personal computer, electronic devices and other industry related software to perform essential job duties.
- Principles and practices of public personnel administration.
- Statistical concepts and methods.
- Principles and practices of budget administration.
- Effective supervisory and personnel management practices and procedures.
- Effective customer service techniques and principles.

Experience and Education: Certified as a Risk Manager and possesses a Bachelor's degree from an accredited college or university in public administration, business administration or closely related field, AND five (5) years of increasingly responsible experience in a professional capacity in the field of risk management. Demonstrated work experience in public sector, knowledge of California laws, and designation as an Associate in Risk Management (ARM) are desirable.

Licenses/Certifications: Possession of, and continuously throughout employment, a valid CA Class "C" Driver's License or equivalent. The incumbent is a Certified Risk Manager (CRM).

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	Hourly
Accounting Manager	MC01	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	Monthly
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	Annual
		\$26.66	\$28.00	\$29.40	\$30.87	\$32.42	
Administrative Secretary	MC02	\$4,621.07	\$4,853.34	\$5,096.00	\$5,350.80	\$5,619.47	
		\$55,452.80	\$58,240.00	\$61,152.00	\$64,209.60	\$67,433.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Assistant Building Official	MC03	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$31.91	\$33.51	\$35.19	\$36.95	\$38.80	
Assistant Internal Auditor	MC04	\$5,531.07	\$5,808.40	\$6,099.60	\$6,404.67	\$6,725.34	
		\$66,372.80	\$69,700.80	\$73,195.20	\$76,856.00	\$80,704.00	
(IT) Application Programmer/		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Developer	MC05	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
Вотогорог		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$38.96	\$40.91	\$42.96	\$45.11	\$47.37	
(IT) Business Analyst II	MC06	\$6,753.07	\$7,091.07	\$7,446.40	\$7,819.07	\$8,210.80	
		\$81,036.80	\$85,092.80	\$89,356.80	\$93,828.80	\$98,529.60	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	
Budget Manager	MC07	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	
Communications & Marketing		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Manager	MC09	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
J		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
Community Improvement Program		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Manager	MC10	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
· ·		\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	
		\$50.75	\$53.29	\$55.96	\$58.76	\$61.70	
Community Services Manager	MC11	\$8,796.67	\$9,236.94	\$9,699.74	\$10,185.07	\$10,694.67	
		\$105,560.00	\$110,843.20	\$116,396.80	\$122,220.80	\$128,336.00	
		\$35.98	\$37.78	\$39.67	\$41.66	\$43.75	
Community Services Supervisor	MC12	\$6,236.54	\$6,548.54	\$6,876.14	\$7,221.07	\$7,583.34	
		\$74,838.40	\$78,582.40	\$82,513.60	\$86,652.80	\$91,000.00	
01	MC40	\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Customer Service Supervisor	MC13	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
(IT) Detales and A. L. C. C.	MOTA	\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) Database Administrator	MC14	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Deputy Finance Officer	MC86	\$63.39 \$10,987.60	\$66.56 \$11,537.07	\$69.89 \$12,114.27	\$73.39 \$12,720.94	\$77.06 \$13,357.07	Hourly Monthly
		\$131,851.20	\$138,444.80	\$145,371.20	\$152,651.20	\$160,284.80	Annual
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Development Services Supervisor	MC15	\$6,458.40 \$77,500.80	\$6,782.54 \$81,390.40	\$7,122.27 \$85,467.20	\$7,479.34 \$89,752.00	\$7,853.74 \$94,244.80	
Economic Development Analyst	MC76	\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Economic Development Analyst	IVIC / 6	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
Fraincein Money	MO46	\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Engineering Manager	MC16	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
5	14047	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Environmental Control Supervisor	MC17	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
Executive Secretary to City		\$35.91	\$37.71	\$39.60	\$41.58	\$43.66	
Manager	MC18	\$6,224.40	\$6,536.40	\$6,864.00	\$7,207.20	\$7,567.74	
		\$74,692.80	\$78,436.80	\$82,368.00	\$86,486.40	\$90,812.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Facilities Maintenance Supervisor	MC19	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Finance Manager	MC20	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Fleet Supervisor	MC21	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) GIS Administrator	MC22	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Homeless Solutions Manager	MC87	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
Housing Development Manager		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
	MC23	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		\$38.19	\$40.10	\$42.11	\$44.22	\$46.44	
Human Resources Analyst	MC24	\$6,619.60	\$6,950.67	\$7,299.07	\$7,664.80	\$8,049.60	
		\$79,435.20	\$83,408.00	\$87,588.80	\$91,977.60	\$96,595.20	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Human Resources Clerk	MC25	\$22.05 \$3,822.00	\$23.16 \$4,014.40	\$24.32 \$4,215.47	\$25.54 \$4,426.94	\$26.82 \$4,648.80	Hourly Monthly
	WOZO	\$45,864.00	\$48,172.80	\$50,585.60	\$53,123.20	\$55,785.60	Annual
		\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	
Human Resources Specialist	MC26	\$5,645.47 \$67,745.60	\$5,928.00 \$71,136.00	\$6,224.40 \$74,692.80	\$6,536.40 \$78,436.80	\$6,864.00 \$82,368.00	
Human Resources Technician		\$27.63	\$29.02	\$30.48	\$32.01	\$33.62	
	MC27	\$4,789.20 \$57,470.40	\$5,030.14 \$60,361.60	\$5,283.20 \$63,398.40	\$5,548.40 \$66,580.80	\$5,827.47 \$69,929.60	
(IT) Information Technology		\$56.90	\$59.75	\$62.74	\$65.88	\$69.18	
Manager	MC28	\$9,862.67 \$118,352.00	\$10,356.67 \$124,280.00	\$10,874.94 \$130,499.20	\$11,419.20 \$137,030.40	\$11,991.20 \$143,894.40	
Information Technology (IT) Project		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Administrator	MC85	\$9,247.34 \$110,968.00	\$9,710.14 \$116,521.60	\$10,197.20 \$122,366.40	\$10,708.54 \$128,502.40	\$11,244.14 \$134,929.60	
		\$30.62					
Management Trainee	MC78	\$5,307.47 \$63,689.60	"Step 1 Only"				
		\$35.00	\$36.75	\$38.59	\$40.52	\$42.55	
Management Analyst I	MC80	\$6,066.67 \$72,800.00	\$6,370.00 \$76,440.00	\$6,688.94 \$80,267.20	\$7,023.47 \$84,281.60	\$7,375.34 \$88,504.00	
		\$40.26	\$42.28	\$44.40	\$46.62	\$48.96	
Management Analyst II	MC81	\$6,978.40 \$83,740.80	\$7,328.54 \$87,942.40	\$7,696.00 \$92,352.00	\$8,080.80 \$96,969.60	\$8,486.40 \$101,836.80	
		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
(IT) Network/Security Administrator	MC29	\$9,247.34 \$110,968.00	\$9,710.14 \$116,521.60	\$10,197.20 \$122,366.40	\$10,708.54 \$128,502.40	\$11,244.14 \$134,929.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Parks Development Coordinator	MC30	\$7,170.80 \$86,049.60	\$7,529.60 \$90,355.20	\$7,907.47 \$94,889.60	\$8,304.40 \$99,652.80	\$8,720.40 \$104,644.80	
Parks & Landscape Supervisor		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
	MC31	\$6,718.40 \$80,620.80	\$7,054.67 \$84,656.00	\$7,408.27 \$88,899.20	\$7,779.20 \$93,350.40	\$8,169.20 \$98,030.40	
		\$21.65	\$22.74	\$23.88	\$25.08	\$26.34	
Payroll Clerk	MC32	\$3,752.67 \$45,032.00	\$3,941.60 \$47,299.20	\$4,139.20 \$49,670.40	\$4,347.20 \$52,166.40	\$4,565.60 \$54,787.20	
		\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	
Payroll Coordinator	MC33	\$5,645.47 \$67,745.60	\$5,928.00 \$71,136.00	\$6,224.40 \$74,692.80	\$6,536.40 \$78,436.80	\$6,864.00 \$82,368.00	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Payroll Technician		\$27.76	\$29.15	\$30.61	\$32.15	\$33.76	Hourly
	MC34	\$4,811.74	\$5,052.67	\$5,305.74	\$5,572.67	\$5,851.74	Monthly
		\$57,740.80	\$60,632.00	\$63,668.80	\$66,872.00	\$70,220.80	Annual
D		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Police Administrative Support Services Manager	MC36	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
Oci vices ivialiayei		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Police Communications Supervisor	MC37	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$32.79	\$34.43	\$36.16	\$37.97	\$39.87	
Police Dispatch Shift Supervisor	MC38	\$5,683.60	\$5,967.87	\$6,267.74	\$6,581.47	\$6,910.80	
		\$68,203.20	\$71,614.40	\$75,212.80	\$78,977.60	\$82,929.60	
		\$26.11	\$27.42	\$28.80	\$30.24	\$31.76	
Police Records Supervisor	MC39	\$4,525.74	\$4,752.80	\$4,992.00	\$5,241.60	\$5,505.07	
		\$54,308.80	\$57,033.60	\$59,904.00	\$62,899.20	\$66,060.80	
Police Supervising Property Control		\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Clerk	MC40	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
		\$61,006.40	\$64,064.00	\$67,267.20	\$70,636.80	\$74,172.80	
		\$34.39	\$36.11	\$37.92	\$39.82	\$41.82	
Police Support Services Supervisor	MC41	\$5,960.94	\$6,259.07	\$6,572.80	\$6,902.14	\$7,248.80	
		\$71,531.20	\$75,108.80	\$78,873.60	\$82,825.60	\$86,985.60	
		\$57.60	\$60.48	\$63.51	\$66.69	\$70.03	
Principal Civil Engineer	MC42	\$9,984.00	\$10,483.20	\$11,008.40	\$11,559.60	\$12,138.54	
		\$119,808.00	\$125,798.40	\$132,100.80	\$138,715.20	\$145,662.40	
		\$53.90	\$56.60	\$59.43	\$62.41	\$65.54	
Principal Planner	MC83	\$9,342.67	\$9,810.67	\$10,301.20	\$10,817.74	\$11,360.27	
		\$112,112.00	\$117,728.00	\$123,614.40	\$129,812.80	\$136,323.20	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Public Information Coordinator	MC43	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
Public Safety Systems		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
Administrator	MC84	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
, tallinou atol		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
2		\$44.43	\$46.66	\$49.00	\$51.45	\$54.03	
Public Works Inspection Supervisor	MC44	\$7,701.20	\$8,087.74	\$8,493.34	\$8,918.00	\$9,365.20	
		\$92,414.40	\$97,052.80	\$101,920.00	\$107,016.00	\$112,382.40	
5 · · · · · · · ·		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Public Works Manager	MC45	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
		\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$44.63	\$46.87	\$49.22	\$51.69	\$54.28	Hourly
Purchasing Manager	MC88	\$7,735.87	\$8,124.14	\$8,531.47	\$8,959.60	\$9,408.54	Monthly
		\$92,830.40	\$97,489.60	\$102,377.60	\$107,515.20	\$112,902.40	Annual
		\$30.52	\$32.05	\$33.66	\$35.35	\$37.12	
Purchasing Specialist	MC46	\$5,290.14	\$5,555.34	\$5,834.40	\$6,127.34	\$6,434.14	
		\$63,481.60	\$66,664.00	\$70,012.80	\$73,528.00	\$77,209.60	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Purchasing Supervisor	MC47	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	
Real Property Analyst	MC48	\$6,111.74	\$6,418.54	\$6,740.94	\$7,078.94	\$7,434.27	
		\$73,340.80	\$77,022.40	\$80,891.20	\$84,947.20	\$89,211.20	
		\$29.50	\$30.98	\$32.53	\$34.16	\$35.87	
Records Coordinator	MC77	\$5,113.34	\$5,369.87	\$5,638.54	\$5,921.07	\$6,217.47	
		\$61,360.00	\$64,438.40	\$67,662.40	\$71,052.80	\$74,609.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Resources Budget Officer	MC49	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$44.63	\$46.87	\$49.22	\$51.69	\$54.28	
Revenue Operations Manager	MC89	\$7,735.87	\$8,124.14	\$8,531.47	\$8,959.60	\$9,408.54	
		\$92,830.40	\$97,489.60	\$102,377.60	\$107,515.20	\$112,902.40	
		\$55.37	\$58.14	\$61.05	\$64.11	\$67.32	
Risk Manager	MC90	\$9,597.47	\$10,077.60	\$10,582.00	\$11,112.40	\$11,668.80	
		\$115,169.60	\$120,931.20	\$126,984.00	\$133,348.80	\$140,025.60	
		\$37.45	\$39.33	\$41.30	\$43.37	\$45.54	
Senior Accountant	MC50	\$6,491.34	\$6,817.20	\$7,158.67	\$7,517.47	\$7,893.60	
		\$77,896.00	\$81,806.40	\$85,904.00	\$90,209.60	\$94,723.20	
		\$29.74	\$31.23	\$32.80	\$34.44	\$36.17	
Senior Administrative Aide	MC51	\$5,154.94	\$5,413.20	\$5,685.34	\$5,969.60	\$6,269.47	
		\$61,859.20	\$64,958.40	\$68,224.00	\$71,635.20	\$75,233.60	
	14050	\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Senior Administrative Analyst	MC52	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
	MOSO	\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Senior Administrative Secretary	MC53	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
		\$61,006.40	\$64,064.00	\$67,267.20	\$70,636.80	\$74,172.80	
(IT) O contain D	N405 1	\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Senior Business Analyst	MC54	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Senior Civil Engineer	MC55	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	\$64.63 \$11,202.54 \$134,430.40	Hourly Monthly Annual
Senior Civil Land Surveyor	MC79	\$50.61 \$8,772.40 \$105,268.80	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	
Senior Engineer	MC56	\$50.61 \$8,772.40 \$105,268.80	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	
Senior Human Resources Analyst	MC57	\$43.90 \$7,609.34 \$91,312.00	\$46.10 \$7,990.67 \$95,888.00	\$48.41 \$8,391.07 \$100,692.80	\$50.84 \$8,812.27 \$105,747.20	\$53.39 \$9,254.27 \$111,051.20	
Senior Internal Auditor	MC58	\$45.71 \$7,923.07 \$95,076.80	\$48.00 \$8,320.00 \$99,840.00	\$50.40 \$8,736.00 \$104,832.00	\$52.92 \$9,172.80 \$110,073.60	\$55.57 \$9,632.14 \$115,585.60	
Senior Management Analyst	MC82	\$48.31 \$8,373.74 \$100,484.80	\$50.73 \$8,793.20 \$105,518.40	\$53.27 \$9,233.47 \$110,801.60	\$55.94 \$9,696.27 \$116,355.20	\$58.74 \$10,181.60 \$122,179.20	
Senior Planner	MC59	\$44.12 \$7,647.47 \$91,769.60	\$46.33 \$8,030.54 \$96,366.40	\$48.65 \$8,432.67 \$101,192.00	\$51.09 \$8,855.60 \$106,267.20	\$53.65 \$9,299.34 \$111,592.00	
Senior Traffic Engineer	MC74	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	\$64.63 \$11,202.54 \$134,430.40	
(IT) Software Development Supervisor	MC60	\$50.47 \$8,748.14	\$53.00 \$9,186.67	\$55.65 \$9,646.00	\$58.44 \$10,129.60	\$61.37 \$10,637.47	
Strategic Transportation Engineering Manager	MC61	\$104,977.60 \$57.79 \$10,016.94	\$110,240.00 \$60.68 \$10,517.87	\$115,752.00 \$63.72 \$11,044.80	\$121,555.20 \$66.91 \$11,597.74	\$127,649.60 \$70.26 \$12,178.40	
Supervising Accountant	MC62	\$120,203.20 \$43.24 \$7,494.94	\$126,214.40 \$45.41 \$7,871.07	\$132,537.60 \$47.69 \$8,266.27	\$139,172.80 \$50.08 \$8,680.54	\$146,140.80 \$52.59 \$9,115.60	
Supervising Animal Services	MC63	\$89,939.20 \$30.64 \$5,310.94	\$94,452.80 \$32.18 \$5,577.87	\$99,195.20 \$33.79 \$5,856.94	\$104,166.40 \$35.48 \$6,149.87	\$109,387.20 \$37.26 \$6,458.40	
Officer Supervising Building Inspector	MC64	\$63,731.20 \$45.71	\$66,934.40 \$48.00	\$70,283.20 \$50.40	\$73,798.40 \$52.92	\$77,500.80 \$55.57	
Caper vising banding mapeolol	IVIOUT	\$7,923.07 \$95,076.80	\$8,320.00 \$99,840.00	\$8,736.00 \$104,832.00	\$9,172.80 \$110,073.60	\$9,632.14 \$115,585.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Supervising Code Enforcement		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	Hourly
Inspector	MC65	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	Monthly
eposto.		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	Annual
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Supervising Plans Examiner	MC75	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Supervising Real Property Agent	MC66	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$44.87	\$47.12	\$49.48	\$51.96	\$54.56	
Supervising Technical Engineer	MC67	\$7,777.47	\$8,167.47	\$8,576.54	\$9,006.40	\$9,457.07	
		\$93,329.60	\$98,009.60	\$102,918.40	\$108,076.80	\$113,484.80	
		\$43.13	\$45.29	\$47.56	\$49.94	\$52.44	
Supervising Traffic Systems	MC68	\$7,475.87	\$7,850.27	\$8,243.74	\$8,656.27	\$9,089.60	
Specialist		\$89,710.40	\$94,203.20	\$98,924.80	\$103,875.20	\$109,075.20	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) Support Supervisor	MC69	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Systems Administrator	MC70	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
· , ,		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	
		\$36.32	\$38.14	\$40.05	\$42.06	\$44.17	
(IT) Systems/Network Specialist	MC71	\$6,295.47	\$6,610.94	\$6,942.00	\$7,290.40	\$7,656.14	
		\$75,545.60	\$79,331.20	\$83,304.00	\$87,484.80	\$91,873.60	
		\$63.66	\$66.85	\$70.20	\$73.71	\$77.40	
Transportation Engineering	MC72	\$11.034.40	\$11.587.34	\$12,168.00	\$12.776.40	\$13.416.00	
Manager		\$132,412.80	\$139,048.00	\$146,016.00	\$153,316.80	\$160,992.00	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Utilities & Streets Supervisor	MC73	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	

CITY OF FONTANA BUYER I/II

DEFINITION:

Under general supervision, perform a wide variety of administrative support and technical duties in the purchase activities involving a variety of equipment, materials and supplies in accordance with City standards and policies and all applicable legal requirements; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

<u>Buyer I</u> is the entry level class in this series. Incumbents perform work under close supervision and perform the more routine work assigned to the class. Incumbent is expected to provide customer-responsive, cost-effective, and high-quality purchasing services for customers, consistent with applicable legal requirements under supervision. This position receives immediate supervision from high-level supervisory staff.

<u>Buyer II</u> is the journey level class in this series. Incumbents assigned to this class are expected to perform the full range of work assigned to this class and to work with increasing independence under general supervision from high-level supervisory staff. Performs moderate to complex specialized professional work in purchasing to include analytical studies and recommendation of policies and procedures. May exercise lead work over lower-level clerical staff.

ESSNENTIAL FUNCTIONS:

Typical duties may include, but are not limited to, the following:

- Processes purchase requisitions, competitive quotes, various contracts and bids; reviews incoming requisitions for departmental authorization, appropriateness of requested items or service and verifies availability of funds.
- Maintain contact and negotiate prices, terms and delivery with vendors; keep informed of new products, develop new sources of supplies; evaluate vendor performances.
- Resolve accounting and receiving discrepancies; process claims with vendors for damaged materials; obtain materials; obtain credit where appropriate.
- Confer with authorized personnel to obtain purchasing needs and specifications.
- Maintain information on new products and market conditions and trends.
- Solicit annual maintenance agreements and blanket order renewals with vendors.
- Analyze bids received, compare specifications and prices, review market trends. Make value analysis and recommendations of award of order.
- Prepare written bid specifications based on equipment, services or supplies as requested in accordance with Purchasing policies and procedures.
- Coordinate in negotiating major contract items, conditions and language changes with vendors.
- Perform market, total life cycle cost, value, price and complete cost analysis in formulating purchasing forecasts and recommendations for purchasing of

services.

- Assists City personnel in determining purchasing needs; provides information regarding purchasing procedures; and availability of materials/equipment, supplies and services.
- Assist in the disposition of surplus property and equipment.
- Develop bid specifications.
- Research and evaluate quality and price of products to judge suitability of goods and alternatives offered.
- Establish and maintain cooperative relationships with departmental representatives and vendors.
- Interpret and explain City purchasing policies and procedures. Properly interpret and make purchasing decisions in accordance with laws, rules and policies.
- Understand accounting, budgeting and accounts payable practices and procedures.
- Operate a variety of office equipment including a computer and applicable software applications.
- Plan in advance and prepare for economic changes such as scarcity of materials, product reliability, delivery capability, competitive pricing and inflation.
- Maintain liaison with vendors on matters relating to substitutions, equivalents, delivery schedules and vendor problems.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Maintain prompt and regular attendance.
- Sound judgement and attention to detail.
- This position is always evolving. Therefore, employer reserves the right to modify this job description as necessary.
- Employee must perform any other tasks deemed necessary to the daily operations of the employer.

THE ABOVE LIST OF ESSENTIAL FUNCTIONS IS NOT EXHAUSTIVE AND MAY BE SUPPLEMENTED AS NECESSARY BY THE EMPLOYER.

WORKING CONDITIONS: Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision when preparing and reading written reports and other work-related documents. Acute hearing is also required when providing phone and counter assistance. The need to lift, drag, and push files, or other materials weighing up to 25 pounds also is required.

EXPERIENCE AND TRAINING GUIDLINES:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. The incumbent must have knowledge of:

- Purchasing methods and procedures and techniques of specification writing. Public Contract Code and legal requirements of public purchasing.
- Federal, State and Municipal purchasing laws, regulations and procedures. Governmental budgeting and accounting procedures and practices.
- Economic trends and their effects on purchasing.
- Methods and techniques utilized in grading and analyzing the quality of supplies, materials and equipment.
- Computers, standard software programs, and specific financial and purchasing software systems.

Experience:

<u>Buyer I</u> – Two (2) years of office support experience with at least one (1) year of professional purchasing experience; or an equivalent combination of education, training and experience.

<u>Buyer II</u> - Three (3) years of experience in volume purchasing of a variety of general and specialized items.

Education:

<u>Buyer I</u> – Possess a high school diploma or equivalent.

<u>Buyer II</u> – Equivalent to a Bachelor's Degree from an accredited college or university with major study in purchasing, business administration, marketing or a related field; or an equivalent combination of education, training, and experience.

Licenses/Certifications: Possession of, and continuously through employment, a valid, California Class "C" Driver's License or equivalent.

SUPPLEMENTAL INFORMATION: Incumbents are required to complete a Statement of Economic Interest Form (700 Form) annually and ethics training bi-annually, pursuant to AB 1234.

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Account Clerk I	CH01	\$19.69 \$3,412.94	\$20.68 \$3,584.54	\$21.72 \$3,764.80	\$22.81 \$3,953.74	\$23.96 \$4,153.07	Hourly Monthly
		\$40,955.20	\$43,014.40	\$45,177.60 \$23.50	\$47,444.80	\$49,836.80 \$25.92	Annual
Account Clerk II	CH02	\$21.31 \$3,693.74	\$22.38 \$3,879.20	\$4,073.34	\$24.68 \$4,277.87	\$4,492.80	
		\$44,324.80	\$46,550.40	\$48,880.00	\$51,334.40	\$53,913.60	
Accountant I	CH03	\$30.66 \$5,314.40	\$32.20 \$5,581.34	\$33.81 \$5,860.40	\$35.51 \$6,155.07	\$37.29 \$6,463.60	
		\$63,772.80	\$66,976.00	\$70,324.80	\$73,860.80	\$77,563.20	
Accountant II	CH04	\$34.06 \$5,903.74	\$35.77 \$6,200.14	\$37.56 \$6,510.40	\$39.44 \$6,836.27	\$41.42 \$7,179.47	
Accountant II	C110 4	\$70,844.80	\$74,401.60	\$78,124.80	\$82,035.20	\$86,153.60	
A (* T .)	01105	\$28.60	\$30.03	\$31.54	\$33.12	\$34.78	
Accounting Technician	CH05	\$4,957.34 \$59,488.00	\$5,205.20 \$62,462.40	\$5,466.94 \$65,603.20	\$5,740.80 \$68,889.60	\$6,028.54 \$72,342.40	
Administrative Aide	CH06	\$21.44	\$22.52	\$23.65	\$24.84	\$26.09	
Administrative Aide	СПОО	\$3,716.27 \$44,595.20	\$3,903.47 \$46,841.60	\$4,099.34 \$49,192.00	\$4,305.60 \$51,667.20	\$4,522.27 \$54,267.20	
Administrative Analyst I	CH07	\$32.57 \$5,645.47	\$34.20 \$5,928.00	\$35.91 \$6,224.40	\$37.71 \$6,536.40	\$39.60 \$6,864.00	
Administrative Analyst I	01107	\$67,745.60	\$71,136.00	\$74,692.80	\$78,436.80	\$82,368.00	
		\$36.07	\$37.88	\$39.78	\$41.77	\$43.86	
Administrative Analyst II	CH08	\$6,252.14	\$6,565.87	\$6,895.20	\$7,240.14	\$7,602.40	
		\$75,025.60	\$78,790.40	\$82,742.40	\$86,881.60	\$91,228.80	
A	01.100	\$26.95	\$28.30	\$29.72	\$31.21	\$32.78	
Administrative Assistant	CH09	\$4,671.34 \$56,056.00	\$4,905.34 \$58,864.00	\$5,151.47 \$61,817.60	\$5,409.74 \$64,916.80	\$5,681.87 \$68,182.40	
Administrative Clerk I	CH10	\$18.00	\$18.90	\$19.85	\$20.85	\$21.90	
Administrative Clerk I	CHIO	\$3,120.00 \$37,440.00	\$3,276.00 \$39,312.00	\$3,440.67 \$41,288.00	\$3,614.00 \$43,368.00	\$3,796.00 \$45,552.00	
		\$19.87	\$20.87	\$21.92	\$23.02	\$24.18	
Administrative Clerk II	CH11	\$3,444.14	\$3,617.47	\$3,799.47	\$3,990.14	\$4,191.20	
		\$41,329.60	\$43,409.60	\$45,593.60	\$47,881.60	\$50,294.40	
A 1 · · · · · · · · · · · ·	01140	\$24.15	\$25.36	\$26.63	\$27.97	\$29.37	
Administrative Technician	CH12	\$4,186.00 \$50,232.00	\$4,395.74 \$52,748.80	\$4,615.87 \$55,390.40	\$4,848.14 \$58,177.60	\$5,090.80 \$61,089.60	
		\$27.35	\$28.72	\$30.16	\$31.67	\$33.26	
Aquatics Coordinator	CH13	\$4,740.67	\$4,978.14	\$5,227.74	\$5,489.47	\$5,765.07	
		\$56,888.00	\$59,737.60	\$62,732.80	\$65,873.60	\$69,180.80	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Arborist	CH14	\$31.90 \$5,529.34 \$66,352.00	\$33.50 \$5,806.67 \$69,680.00	\$35.18 \$6,097.87 \$73,174.40	\$36.94 \$6,402.94 \$76,835.20	\$38.79 \$6,723.60 \$80,683.20	Hourly Monthly Annual
Assistant Engineer	CH14	\$39.35 \$6,820.67 \$81,848.00	\$41.32 \$7,162.14 \$85,945.60	\$43.39 \$7,520.94 \$90,251.20	\$45.56 \$7,897.07 \$94,764.80	\$47.84 \$8,292.27 \$99,507.20	
Assistant Park Planner	CH15	\$34.06 \$5,903.74 \$70,844.80	\$35.77 \$6,200.14 \$74,401.60	\$37.56 \$6,510.40 \$78,124.80	\$39.44 \$6,836.27 \$82,035.20	\$41.42 \$7,179.47 \$86,153.60	
Assistant Planner	CH16	\$34.06 \$5,903.74 \$70,844.80	\$35.77 \$6,200.14 \$74,401.60	\$37.56 \$6,510.40 \$78,124.80	\$39.44 \$6,836.27 \$82,035.20	\$41.42 \$7,179.47 \$86,153.60	
Associate Engineer	CH17	\$43.25 \$7,496.67 \$89,960.00	\$45.42 \$7,872.80 \$94,473.60	\$47.70 \$8,268.00 \$99,216.00	\$50.09 \$8,682.27 \$104,187.20	\$52.60 \$9,117.34 \$109,408.00	
Associate Planner	CH18	\$37.42 \$6,486.14 \$77,833.60	\$39.30 \$6,812.00 \$81,744.00	\$41.27 \$7,153.47 \$85,841.60	\$43.34 \$7,512.27 \$90,147.20	\$45.51 \$7,888.40 \$94,660.80	
Building Inspector I	CH19	\$29.31 \$5,080.40 \$60,964.80	\$30.78 \$5,335.20 \$64,022.40	\$32.32 \$5,602.14 \$67,225.60	\$33.94 \$5,882.94 \$70,595.20	\$35.64 \$6,177.60 \$74,131.20	
Building Inspector II	CH20	\$32.24 \$5,588.27	\$33.86 \$5,869.07	\$35.56 \$6,163.74	\$37.34 \$6,472.27	\$39.21 \$6,796.40	
Building Permit Technician	CH21	\$67,059.20 \$29.31 \$5,080.40	\$70,428.80 \$30.78 \$5,335.20	\$73,964.80 \$32.32 \$5,602.14	\$77,667.20 \$33.94 \$5,882.94	\$81,556.80 \$35.64 \$6,177.60	
(IT) Business Analyst I	CH42	\$60,964.80 \$32.89 \$5,700.94	\$64,022.40 \$34.54 \$5,986.94	\$67,225.60 \$36.27 \$6,286.80	\$70,595.20 \$38.09 \$6,602.27	\$74,131.20 \$40.00 \$6,933.34	
Business License Technician	CH22	\$68,411.20 \$24.15 \$4,186.00	\$71,843.20 \$25.36 \$4,395.74	\$75,441.60 \$26.63 \$4,615.87	\$79,227.20 \$27.97 \$4,848.14	\$83,200.00 \$29.37 \$5,090.80	
		\$50,232.00 \$24.53	\$52,748.80 \$25.76	\$55,390.40 \$27.05	\$58,177.60 \$28.41	\$61,089.60 \$29.84	
Buyer I	CH23	\$4,251.87 \$51,022.40	\$4,465.07 \$53,580.80	\$4,688.67 \$56,264.00	\$4,924.40 \$59,092.80	\$5,172.27 \$62,067.20	
Buyer II	CH78	\$27.71 \$4,803.07 \$57,636.80	\$29.10 \$5,044.00 \$60,528.00	\$30.56 \$5,297.07 \$63,564.80	\$32.09 \$5,562.27 \$66,747.20	\$33.70 \$5,841.34 \$70,096.00	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Cable Production Specialist	CH24	\$28.87 \$5,004.14 \$60,049.60	\$30.32 \$5,255.47 \$63,065.60	\$31.84 \$5,518.94 \$66,227.20	\$33.44 \$5,796.27 \$69,555.20	\$35.12 \$6,087.47 \$73,049.60	Hourly Monthly Annual
Cable Television Operations Asst.	CH25	\$22.63 \$3,922.54 \$47,070.40	\$23.77 \$4,120.14 \$49,441.60	\$24.96 \$4,326.40 \$51,916.80	\$26.21 \$4,543.07 \$54,516.80	\$27.53 \$4,771.87 \$57,262.40	
Cashier	CH26	\$15.92 \$2,759.47 \$33,113.60	\$16.72 \$2,898.14 \$34,777.60	\$17.56 \$3,043.74 \$36,524.80	\$18.44 \$3,196.27 \$38,355.20	\$19.37 \$3,357.47 \$40,289.60	
Clerical Aide	CH27	\$15.92 \$2,759.47 \$33,113.60	\$16.72 \$2,898.14 \$34,777.60	\$17.56 \$3,043.74 \$36,524.80	\$18.44 \$3,196.27 \$38,355.20	\$19.37 \$3,357.47 \$40,289.60	
Code Compliance Technician	CH28	\$23.30 \$4,038.67 \$48,464.00	\$24.47 \$4,241.47 \$50,897.60	\$25.70 \$4,454.67 \$53,456.00	\$26.99 \$4,678.27 \$56,139.20	\$28.34 \$4,912.27 \$58,947.20	
Code Compliance Inspector	CH29	\$32.24 \$5,588.27 \$67,059.20	\$33.86 \$5,869.07 \$70,428.80	\$35.56 \$6,163.74 \$73,964.80	\$37.34 \$6,472.27 \$77,667.20	\$39.21 \$6,796.40 \$81,556.80	
Community Services Coordinator	CH30	\$27.35 \$4,740.67	\$28.72 \$4,978.14	\$30.16 \$5,227.74	\$31.67 \$5,489.47	\$33.26 \$5,765.07	
(IT) Desktop Systems Specialist	CH77	\$56,888.00 \$32.89 \$5,700.94	\$59,737.60 \$34.54 \$5,986.94	\$62,732.80 \$36.27 \$6,286.80	\$65,873.60 \$38.09 \$6,602.27	\$69,180.80 \$40.00 \$6,933.34	
Development Services Permit	CH31	\$68,411.20 \$21.73 \$3,766.54	\$71,843.20 \$22.82 \$3,955.47	\$75,441.60 \$23.97 \$4,154.80	\$79,227.20 \$25.17 \$4,362.80	\$83,200.00 \$26.43 \$4,581.20	
Aide Development Services	CH32	\$45,198.40 \$22.85 \$3,960.67	\$47,465.60 \$24.00 \$4,160.00	\$49,857.60 \$25.20 \$4,368.00	\$52,353.60 \$26.46 \$4,586.40	\$54,974.40 \$27.79 \$4,816.94	
Representative		\$47,528.00 \$29.20	\$49,920.00 \$30.66	\$52,416.00 \$32.20	\$55,036.80 \$33.81	\$57,803.20 \$35.51	
Engineering Technician I	CH33	\$5,061.34 \$60,736.00 \$35.10	\$5,314.40 \$63,772.80 \$36.86	\$5,581.34 \$66,976.00 \$38.71	\$5,860.40 \$70,324.80 \$40.65	\$6,155.07 \$73,860.80 \$42.69	
Engineering Technician II	CH34	\$6,084.00 \$73,008.00 \$20.38	\$6,389.07 \$76,668.80 \$21.40	\$6,709.74 \$80,516.80 \$22.47	\$7,046.00 \$84,552.00 \$23.60	\$7,399.60 \$88,795.20 \$24.78	
Environmental Control Assistant	CH35	\$3,532.54 \$42,390.40	\$3,709.34 \$44,512.00	\$3,894.80 \$46,737.60	\$4,090.67 \$49,088.00	\$4,295.20 \$51,542.40	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Environmental Control Specialist	CH36	\$31.90 \$5,529.34 \$66,352.00	\$33.50 \$5,806.67 \$69,680.00	\$35.18 \$6,097.87 \$73,174.40	\$36.94 \$6,402.94 \$76,835.20	\$38.79 \$6,723.60 \$80,683.20	Hourly Monthly Annual
Environmental Control Technician	CH37	\$27.06 \$4,690.40 \$56,284.80	\$28.42 \$4,926.14 \$59,113.60	\$29.85 \$5,174.00 \$62,088.00	\$31.35 \$5,434.00 \$65,208.00	\$32.92 \$5,706.14 \$68,473.60	
Environmental Control Trainee	CH38	\$15.92 \$2,759.47 \$33,113.60	\$16.72 \$2,898.14 \$34,777.60	\$17.56 \$3,043.74 \$36,524.80	\$18.44 \$3,196.27 \$38,355.20	\$19.37 \$3,357.47 \$40,289.60	
(IT) GIS Analyst	CH43	\$32.89 \$5,700.94 \$68,411.20	\$34.54 \$5,986.94 \$71,843.20	\$36.27 \$6,286.80 \$75,441.60	\$38.09 \$6,602.27 \$79,227.20	\$40.00 \$6,933.34 \$83,200.00	
GIS Engineering Technician	CH39	\$39.35 \$6,820.67 \$81,848.00	\$41.32 \$7,162.14 \$85,945.60	\$43.39 \$7,520.94 \$90,251.20	\$45.56 \$7,897.07 \$94,764.80	\$47.84 \$8,292.27 \$99,507.20	
(IT) GIS Technician	CH40	\$27.92 \$4,839.47 \$58,073.60	\$29.32 \$5,082.14 \$60,985.60	\$30.79 \$5,336.94 \$64,043.20	\$32.33 \$5,603.87 \$67,246.40	\$33.95 \$5,884.67 \$70,616.00	
Housing Technician	CH41	\$26.81 \$4,647.07 \$55,764.80	\$28.16 \$4,881.07 \$58,572.80	\$29.57 \$5,125.47 \$61,505.60	\$31.05 \$5,382.00 \$64,584.00	\$32.61 \$5,652.40 \$67,828.80	
Landscape Inspector	CH47	\$29.20 \$5,061.34 \$60,736.00	\$30.66 \$5,314.40 \$63,772.80	\$32.20 \$5,581.34 \$66,976.00	\$33.81 \$5,860.40 \$70,324.80	\$35.51 \$6,155.07 \$73,860.80	
Landscape Technician I	CH48	\$29.20 \$5,061.34 \$60,736.00	\$30.66 \$5,314.40 \$63,772.80	\$32.20 \$5,581.34 \$66,976.00	\$33.81 \$5,860.40 \$70,324.80	\$35.51 \$6,155.07 \$73,860.80	
Landscape Technician II	CH49	\$32.24 \$5,588.27 \$67,059.20	\$33.86 \$5,869.07 \$70,428.80	\$35.56 \$6,163.74 \$73,964.80	\$37.34 \$6,472.27 \$77,667.20	\$39.21 \$6,796.40 \$81,556.80	
Marketing Communications Specialist	CH50	\$30.05 \$5,208.67 \$62,504.00	\$31.56 \$5,470.40 \$65,644.80	\$33.14 \$5,744.27 \$68,931.20	\$34.80 \$6,032.00 \$72,384.00	\$36.54 \$6,333.60 \$76,003.20	
Marketing Communications Assistant	CH51	\$22.63 \$3,922.54 \$47,070.40	\$23.77 \$4,120.14 \$49,441.60	\$24.96 \$4,326.40 \$51,916.80	\$26.21 \$4,543.07 \$54,516.80	\$27.53 \$4,771.87 \$57,262.40	
Plan Check Engineer I	CH52	\$32.89 \$5,700.94 \$68,411.20	\$34.54 \$5,986.94 \$71,843.20	\$36.27 \$6,286.80 \$75,441.60	\$38.09 \$6,602.27 \$79,227.20	\$40.00 \$6,933.34 \$83,200.00	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Plan Check Engineer II	CH53	\$36.17 \$6,269.47 \$75,233.60	\$37.98 \$6,583.20 \$78,998.40	\$39.88 \$6,912.54 \$82,950.40	\$41.88 \$7,259.20 \$87,110.40	\$43.98 \$7,623.20 \$91,478.40	Hourly Monthly Annual
Planning Compliance Technician	CH54	\$29.20 \$5,061.34 \$60,736.00	\$30.66 \$5,314.40 \$63,772.80	\$32.20 \$5,581.34 \$66,976.00	\$33.81 \$5,860.40 \$70,324.80	\$35.51 \$6,155.07 \$73,860.80	
Planning Inspector	CH55	\$32.24 \$5,588.27 \$67,059.20	\$33.86 \$5,869.07 \$70,428.80	\$35.56 \$6,163.74 \$73,964.80	\$37.34 \$6,472.27 \$77,667.20	\$39.21 \$6,796.40 \$81,556.80	
Planning Technician	CH56	\$28.31 \$4,907.07 \$58,884.80	\$29.73 \$5,153.20 \$61,838.40	\$31.22 \$5,411.47 \$64,937.60	\$32.79 \$5,683.60 \$68,203.20	\$34.43 \$5,967.87 \$71,614.40	
Plans Examiner I	CH57	\$34.91 \$6,051.07 \$72,612.80	\$36.66 \$6,354.40 \$76,252.80	\$38.50 \$6,673.34 \$80,080.00	\$40.43 \$7,007.87 \$84,094.40	\$42.46 \$7,359.74 \$88,316.80	
Plans Examiner II	CH58	\$38.39 \$6,654.27 \$79,851.20	\$40.31 \$6,987.07 \$83,844.80	\$42.33 \$7,337.20 \$88,046.40	\$44.45 \$7,704.67 \$92,456.00	\$46.68 \$8,091.20 \$97,094.40	
Production Coordinator	CH59	\$32.24 \$5,588.27 \$67,059.20	\$33.86 \$5,869.07 \$70,428.80	\$35.56 \$6,163.74 \$73,964.80	\$37.34 \$6,472.27 \$77,667.20	\$39.21 \$6,796.40 \$81,556.80	
Project Coordinator	CH60	\$39.56 \$6,857.07 \$82,284.80	\$41.54 \$7,200.27 \$86,403.20	\$43.62 \$7,560.80 \$90,729.60	\$45.81 \$7,940.40 \$95,284.80	\$48.11 \$8,339.07 \$100,068.80	
Project Specialist	CH61	\$37.42 \$6,486.14 \$77,833.60	\$39.30 \$6,812.00 \$81,744.00	\$41.27 \$7,153.47 \$85,841.60	\$43.34 \$7,512.27 \$90,147.20	\$45.51 \$7,888.40 \$94,660.80	
(IT) Public Safety Systems Specialist	CH62	\$36.07 \$6,252.14 \$75,025.60	\$37.88 \$6,565.87 \$78,790.40	\$39.78 \$6,895.20 \$82,742.40	\$41.77 \$7,240.14 \$86,881.60	\$43.86 \$7,602.40 \$91,228.80	
Public Works Inspector	CH63	\$32.39 \$5,614.27 \$67,371.20	\$34.01 \$5,895.07 \$70,740.80	\$35.72 \$6,191.47 \$74,297.60	\$37.51 \$6,501.74 \$78,020.80	\$39.39 \$6,827.60 \$81,931.20	
Secretary	CH64	\$21.73 \$3,766.54 \$45,198.40	\$22.82 \$3,955.47 \$47,465.60	\$23.97 \$4,154.80 \$49,857.60	\$25.17 \$4,362.80 \$52,353.60	\$26.43 \$4,581.20 \$54,974.40	
Senior Administrative Aide	CH76	\$29.44 \$5,102.94 \$61,235.20	\$30.92 \$5,359.47 \$64,313.60	\$32.47 \$5,628.14 \$67,537.60	\$34.10 \$5,910.67 \$70,928.00	\$35.81 \$6,207.07 \$74,484.80	
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TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Senior Building Inspector	CH65	\$35.43 \$6,141.20 \$73,694.40	\$37.21 \$6,449.74 \$77,396.80	\$39.08 \$6,773.87 \$81,286.40	\$41.04 \$7,113.60 \$85,363.20	\$43.10 \$7,470.67 \$89,648.00	Hourly Monthly Annual
Senior Code Enforcement Inspector	CH66	\$35.43 \$6,141.20 \$73,694.40	\$37.21 \$6,449.74 \$77,396.80	\$39.08 \$6,773.87 \$81,286.40	\$41.04 \$7,113.60 \$85,363.20	\$43.10 \$7,470.67 \$89,648.00	
Senior Environmental Control Technician	CH67	\$29.77 \$5,160.14 \$61,921.60	\$31.26 \$5,418.40 \$65,020.80	\$32.83 \$5,690.54 \$68,286.40	\$34.48 \$5,976.54 \$71,718.40	\$36.21 \$6,276.40 \$75,316.80	
Senior Plans Examiner	CH68	\$42.40 \$7,349.34 \$88,192.00	\$44.52 \$7,716.80 \$92,601.60	\$46.75 \$8,103.34 \$97,240.00	\$49.09 \$8,508.94 \$102,107.20	\$51.55 \$8,935.34 \$107,224.00	
Senior Public Works Inspector	CH69	\$39.74 \$6,888.27 \$82,659.20	\$41.73 \$7,233.20 \$86,798.40	\$43.82 \$7,595.47 \$91,145.60	\$46.02 \$7,976.80 \$95,721.60	\$48.33 \$8,377.20 \$100,526.40	
(IT) Senior Technician	CH44	\$30.66 \$5,314.40 \$63,772.80	\$32.20 \$5,581.34 \$66,976.00	\$33.81 \$5,860.40 \$70,324.80	\$35.51 \$6,155.07 \$73,860.80	\$37.29 \$6,463.60 \$77,563.20	
Senior Traffic Signal Maintenance Technician	CH70	\$39.35 \$6,820.67 \$81,848.00	\$41.32 \$7,162.14 \$85,945.60	\$43.39 \$7,520.94 \$90,251.20	\$45.56 \$7,897.07 \$94,764.80	\$47.84 \$8,292.27 \$99,507.20	
(IT) Technician I	CH45	\$23.30 \$4,038.67 \$48,464.00	\$24.47 \$4,241.47 \$50,897.60	\$25.70 \$4,454.67 \$53,456.00	\$26.99 \$4,678.27 \$56,139.20	\$28.34 \$4,912.27 \$58,947.20	
(IT) Technician II	CH46	\$26.53 \$4,598.54 \$55,182.40	\$27.86 \$4,829.07 \$57,948.80	\$29.26 \$5,071.74 \$60,860.80	\$30.73 \$5,326.54 \$63,918.40	\$32.27 \$5,593.47 \$67,121.60	
(IT) Software Support Technician	CH71	\$29.64 \$5,137.60 \$61,651.20	\$31.13 \$5,395.87 \$64,750.40	\$32.69 \$5,666.27 \$67,995.20	\$34.33 \$5,950.54 \$71,406.40	\$36.05 \$6,248.67 \$74,984.00	
(IT) Telecommunications Specialist	CH72	\$34.91 \$6,051.07 \$72,612.80	\$36.66 \$6,354.40 \$76,252.80	\$38.50 \$6,673.34 \$80,080.00	\$40.43 \$7,007.87 \$84,094.40	\$42.46 \$7,359.74 \$88,316.80	
Traffic Engineering Technician	CH74	\$35.10 \$6,084.00 \$73,008.00	\$36.86 \$6,389.07 \$76,668.80	\$38.71 \$6,709.74 \$80,516.80	\$40.65 \$7,046.00 \$84,552.00	\$42.69 \$7,399.60 \$88,795.20	
Traffic Signal Maintenance Technician I	CH73	\$31.90 \$5,529.34 \$66,352.00	\$33.50 \$5,806.67 \$69,680.00	\$35.18 \$6,097.87 \$73,174.40	\$36.94 \$6,402.94 \$76,835.20	\$38.79 \$6,723.60 \$80,683.20	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Traffic Signal Maintenance Technician II	CH75	\$35.10 \$6,084.00 \$73,008.00	\$36.86 \$6,389.07 \$76,668.80	\$38.71 \$6,709.74 \$80,516.80	\$40.65 \$7,046.00 \$84,552.00	\$42.69 Hourly \$7,399.60 Monthly \$88,795.20 Annual

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING THE UPDATED SALARY RANGE FOR CLASSIFICATIONS OF SENIOR CIVIL ENGINEER AND SENIOR TRAFFIC ENGINEER AND THE UPDATED MANAGEMENT CONFIDENTIAL SALARY TABLE

WHEREAS, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

WHEREAS, the Classification Plan is not a static plan and requires revision to reflect organizational changes and needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fontana, to adopt the updated salary range for the classifications of Senior Civil Engineer at range MC55 (\$9,035.87/month – 10,985.87/month) and Senior Traffic Engineer at range MC74 (\$9,035.87/month – 10,985.87/month) and the updated Management Confidential Salary Table.

EFFECTIVE DATE: July 30, 2022

READ AND APPROVED AS TO LEGAL FORM:

APPROVED AND ADOPTED this 25th day of October 2022

City Attorney
I, Germaine McCellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 25th day of October 2022, by the following vote to wit:
AYES:
NOES:
ABSENT:

City Clerk of the City of Fontana

Resolution No.
Mayor of the City of Fontana
ATTEST:
City Clerk

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	Hourly
Accounting Manager	MC01	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	Monthly
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	Annual
		\$26.66	\$28.00	\$29.40	\$30.87	\$32.42	
Administrative Secretary	MC02	\$4,621.07	\$4,853.34	\$5,096.00	\$5,350.80	\$5,619.47	
		\$55,452.80	\$58,240.00	\$61,152.00	\$64,209.60	\$67,433.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Assistant Building Official	MC03	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$31.91	\$33.51	\$35.19	\$36.95	\$38.80	
Assistant Internal Auditor	MC04	\$5,531.07	\$5,808.40	\$6,099.60	\$6,404.67	\$6,725.34	
		\$66,372.80	\$69,700.80	\$73,195.20	\$76,856.00	\$80,704.00	
(177) 4 11 11 17 17		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
(IT) Application Programmer/	MC05	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
Developer		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$38.96	\$40.91	\$42.96	\$45.11	\$47.37	
(IT) Business Analyst II	MC06	\$6,753.07	\$7,091.07	\$7,446.40	\$7,819.07	\$8,210.80	
		\$81,036.80	\$85,092.80	\$89,356.80	\$93,828.80	\$98,529.60	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	
Budget Manager	MC07	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	
		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Building Official	MC08	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
Communications 9 Montretina		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Communications & Marketing	MC09	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
Manager		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
0		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Community Improvement Program	MC10	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
Manager		\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	
		\$50.75	\$53.29	\$55.96	\$58.76	\$61.70	
Community Services Manager	MC11	\$8,796.67	\$9,236.94	\$9,699.74	\$10,185.07	\$10,694.67	
		\$105,560.00	\$110,843.20	\$116,396.80	\$122,220.80	\$128,336.00	
		\$35.98	\$37.78	\$39.67	\$41.66	\$43.75	
Community Services Supervisor	MC12	\$6,236.54	\$6,548.54	\$6,876.14	\$7,221.07	\$7,583.34	
		\$74,838.40	\$78,582.40	\$82,513.60	\$86,652.80	\$91,000.00	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	Hourly
Customer Service Supervisor	MC13	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	Monthly
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	Annual
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) Database Administrator	MC14	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
(11) Batabase / tallillillottatol	WOTA	\$104,977.60	\$110,240.00	\$115,752.00	\$10,129.00	\$10,037.47	
		\$104,977.00	\$110,240.00	\$115,752.00	\$121,555.20	\$127,049.00	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Development Services Supervisor	MC15	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Economic Development Analyst	MC76	\$7,170.80		\$7,907.47	·		
Economic Development Analyst	IVIC / U	• •	\$7,529.60		\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Engineering Manager	MC16	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
0 0		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
		Ψ120,200.20	Ψ120,211.10	ψ10 <u>2</u> ,001.00	ψ100,112.00	Ψ110,110.00	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Environmental Control Supervisor	MC17	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$35.91	\$37.71	\$39.60	\$41.58	\$43.66	
Executive Secretary to City	MC18	\$6,224.40	\$6,536.40	\$6,864.00	\$7,207.20	\$7,567.74	
Manager		\$74,692.80	\$78,436.80	\$82,368.00	\$86,486.40	\$90,812.80	
		Ψ7 4,032.00	Ψ70,400.00	ψ02,000.00	ψου,+ου.+ο	ψ90,012.00	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Facilities Maintenance Supervisor	MC19	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Finance Manager	MC20	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
i manoo wanagoi	WOZO						
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Fleet Supervisor	MC21	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) GIS Administrator	MC22	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		ψ10-1,077.00	ψ110,270.00	ψ110,102.00	ψ 12 1,000.20	ψ121,070.00	
		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Housing Development Manager	MC23	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		•	•	•		•	

Human Resources Analyst MC24 \$6,619.60 \$6,950.67 \$7,299.07 \$7,664.80 \$8,049.60 Mo	ourly onthly onual
\$22.05 \$23.16 \$24.32 \$25.54 \$26.82 Human Resources Clerk MC25 \$3,822.00 \$4,014.40 \$4,215.47 \$4,426.94 \$4,648.80 \$45,864.00 \$48,172.80 \$50,585.60 \$53,123.20 \$55,785.60	
\$32.57 \$34.20 \$35.91 \$37.71 \$39.60 Human Resources Specialist MC26 \$5,645.47 \$5,928.00 \$6,224.40 \$6,536.40 \$6,864.00 \$67,745.60 \$71,136.00 \$74,692.80 \$78,436.80 \$82,368.00	
\$71,130.00 \$71,130.00 \$74,032.80 \$78,430.80 \$62,306.00 \$78,430.80	
(IT) Information Technology Manager \$56.90 \$59.75 \$62.74 \$65.88 \$69.18 \$11,419.20 \$11,991.20 \$118,352.00 \$124,280.00 \$130,499.20 \$137,030.40 \$143,894.40	
Information Technology (IT) Project Administrator State	
\$30.62 Management Trainee MC78 \$5,307.47 "Step 1 Only" \$63,689.60	
\$35.00 \$36.75 \$38.59 \$40.52 \$42.55 Management Analyst I MC80 \$6,066.67 \$6,370.00 \$6,688.94 \$7,023.47 \$7,375.34 \$72,800.00 \$76,440.00 \$80,267.20 \$84,281.60 \$88,504.00	
\$40.26 \$42.28 \$44.40 \$46.62 \$48.96 Management Analyst II MC81 \$6,978.40 \$7,328.54 \$7,696.00 \$8,080.80 \$8,486.40 \$83,740.80 \$87,942.40 \$92,352.00 \$96,969.60 \$101,836.80	
\$53.35 \$56.02 \$58.83 \$61.78 \$64.87 (IT) Network/Security Administrator MC29 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14 \$110,968.00 \$116,521.60 \$122,366.40 \$128,502.40 \$134,929.60	
\$41.37 \$43.44 \$45.62 \$47.91 \$50.31 Parks Development Coordinator MC30 \$7,170.80 \$7,529.60 \$7,907.47 \$8,304.40 \$8,720.40	
\$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 \$38.76 \$40.70 \$42.74 \$44.88 \$47.13 Parks & Landscape Supervisor MC31 \$6,718.40 \$7,054.67 \$7,408.27 \$7,779.20 \$8,169.20 \$80,620.80 \$84,656.00 \$88,899.20 \$93,350.40 \$98,030.40	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
December 11 Oberts	14000	\$21.65	\$22.74	\$23.88	\$25.08	\$26.34	Hourly
Payroll Clerk	MC32	\$3,752.67	\$3,941.60	\$4,139.20	\$4,347.20	\$4,565.60	Monthly
		\$45,032.00	\$47,299.20	\$49,670.40	\$52,166.40	\$54,787.20	Annual
		\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	
Payroll Coordinator	MC33	\$5,645.47	\$5,928.00	\$6,224.40	\$6,536.40	\$6,864.00	
		\$67,745.60	\$71,136.00	\$74,692.80	\$78,436.80	\$82,368.00	
		\$27.76	\$29.15	\$30.61	\$32.15	\$33.76	
Payroll Technician	MC34	\$4,811.74	\$5,052.67	\$5,305.74	\$5,572.67	\$5,851.74	
•		\$57,740.80	\$60,632.00	\$63,668.80	\$66,872.00	\$70,220.80	
		ψον,ν 40.00	Ψ00,002.00	ψου,σου.σο	ψου,στ2.σσ	ψ10,220.00	
Police Administrative Support		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Services Manager	MC36	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
J		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Police Communications Supervisor	MC37	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
·		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		+,-	+ ,	4 - 1, 2 - 2 - 2	+,	+ ,	
		\$32.79	\$34.43	\$36.16	\$37.97	\$39.87	
Police Dispatch Shift Supervisor	MC38	\$5,683.60	\$5,967.87	\$6,267.74	\$6,581.47	\$6,910.80	
		\$68,203.20	\$71,614.40	\$75,212.80	\$78,977.60	\$82,929.60	
		\$26.11	\$27.42	\$28.80	\$30.24	\$31.76	
Police Records Supervisor	MC39	\$4,525.74	\$4,752.80	\$4,992.00	\$5,241.60	\$5,505.07	
r elice receive cupervicer		\$54,308.80	\$57,033.60	\$59,904.00	\$62,899.20	\$66,060.80	
		φ54,500.00	φ37,033.00	φ39,904.00	ψ02,099.20	φου,000.00	
Police Supervising Property Control	l	\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Clerk	MC40	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
		\$61,006.40	\$64,064.00	\$67,267.20	\$70,636.80	\$74,172.80	
		\$34.39	\$36.11	\$37.92	\$39.82	\$41.82	
Police Support Services Supervisor	MC41	\$5,960.94	\$6,259.07	\$6,572.80	\$6,902.14	\$7,248.80	
		\$71,531.20	\$75,108.80	\$78,873.60	\$82,825.60	\$86,985.60	
		\$57.60	\$60.48	\$63.51	\$66.69	\$70.03	
Principal Civil Engineer	MC42						
Fillicipal Civil Eligilieel	WC42	\$9,984.00	\$10,483.20	\$11,008.40	\$11,559.60	\$12,138.54	
		\$119,808.00	\$125,798.40	\$132,100.80	\$138,715.20	\$145,662.40	
		\$53.90	\$56.60	\$59.43	\$62.41	\$65.54	
Principal Planner	MC83	\$9,342.67	\$9,810.67	\$10,301.20	\$10,817.74	\$11,360.27	
		\$112,112.00	\$117,728.00	\$123,614.40	\$129,812.80	\$136,323.20	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Public Information Coordinator	MC43	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
. Jane		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		ΨΟΟ,Ο48.ΟΟ	ψϑυ,υͿΰ.Ζυ	ψ 34 ,00 3 .00	ψυ υ ,υυΔ.Ου	ψ10 4 ,044.00	
Public Safety Systems		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
Administrator	MC84	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$44.43	\$46.66	\$49.00	\$51.45	\$54.03	Hourly
Public Works Inspection Supervisor	MC44	\$7,701.20	\$8,087.74	\$8,493.34	\$8,918.00	\$9,365.20	Monthly
		\$92,414.40	\$97,052.80	\$101,920.00	\$107,016.00	\$112,382.40	Annual
		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Public Works Manager	MC45	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
		\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	
		\$30.52	\$32.05	\$33.66	\$35.35	\$37.12	
Purchasing Specialist	MC46	\$5,290.14	\$5,555.34	\$5,834.40	\$6,127.34	\$6,434.14	
		\$63,481.60	\$66,664.00	\$70,012.80	\$73,528.00	\$77,209.60	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Purchasing Supervisor	MC47	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	
Real Property Analyst	MC48	\$6,111.74	\$6,418.54	\$6,740.94	\$7,078.94	\$7,434.27	
		\$73,340.80	\$77,022.40	\$80,891.20	\$84,947.20	\$89,211.20	
		\$29.50	\$30.98	\$32.53	\$34.16	\$35.87	
Records Coordinator	MC77	\$5,113.34	\$5,369.87	\$5,638.54	\$5,921.07	\$6,217.47	
		\$61,360.00	\$64,438.40	\$67,662.40	\$71,052.80	\$74,609.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Resources Budget Officer	MC49	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$37.45	\$39.33	\$41.30	\$43.37	\$45.54	
Senior Accountant	MC50	\$6,491.34	\$6,817.20	\$7,158.67	\$7,517.47	\$7,893.60	
		\$77,896.00	\$81,806.40	\$85,904.00	\$90,209.60	\$94,723.20	
Senior Administrative Aide		\$29.74	\$31.23	\$32.80	\$34.44	\$36.17	
(Pos. #608)	MC51	\$5,154.94	\$5,413.20	\$5,685.34	\$5,969.60	\$6,269.47	
(1 00. 11000)		\$61,859.20	\$64,958.40	\$68,224.00	\$71,635.20	\$75,233.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Senior Administrative Analyst	MC52	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Senior Administrative Secretary	MC53	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
		\$61,006.40	\$64,064.00	\$67,267.20	\$70,636.80	\$74,172.80	
		\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Senior Business Analyst	MC54	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$53.15	\$55.81	\$58.61	\$61.55	\$64.63	Hourly
Senior Civil Engineer*	MC55	\$9,212.67	\$9,673.74	\$10,159.07	\$10,668.67	\$11,202.54	Monthly
		\$110,552.00	\$116,084.80	\$121,908.80	\$128,024.00	\$134,430.40	Annual
		\$50.61	\$53.15	\$55.81	\$58.61	\$61.55	
Senior Civil Land Surveyor	MC79	\$8,772.40	\$9,212.67	\$9,673.74	\$10,159.07	\$10,668.67	
		\$105,268.80	\$110,552.00	\$116,084.80	\$121,908.80	\$128,024.00	
		\$50.61	\$53.15	\$55.81	\$58.61	\$61.55	
Senior Engineer	MC56	\$8,772.40	\$9,212.67	\$9,673.74	\$10,159.07	\$10,668.67	
		\$105,268.80	\$110,552.00	\$116,084.80	\$121,908.80	\$128,024.00	
		\$43.90	\$46.10	\$48.41	\$50.84	\$53.39	
Senior Human Resources Analyst	MC57	\$7,609.34	\$7,990.67	\$8,391.07	\$8,812.27	\$9,254.27	
		\$91,312.00	\$95,888.00	\$100,692.80	\$105,747.20	\$111,051.20	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Senior Internal Auditor	MC58	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$48.31	\$50.73	\$53.27	\$55.94	\$58.74	
Senior Management Analyst	MC82	\$8,373.74	\$8,793.20	\$9,233.47	\$9,696.27	\$10,181.60	
		\$100,484.80	\$105,518.40	\$110,801.60	\$116,355.20	\$122,179.20	
		\$44.12	\$46.33	\$48.65	\$51.09	\$53.65	
Senior Planner	MC59	\$7,647.47	\$8,030.54	\$8,432.67	\$8,855.60	\$9,299.34	
		\$91,769.60	\$96,366.40	\$101,192.00	\$106,267.20	\$111,592.00	
		\$53.15	\$55.81	\$58.61	\$61.55	\$64.63	
Senior Traffic Engineer*	MC74	\$9,212.67	\$9,673.74	\$10,159.07	\$10,668.67	\$11,202.54	
		\$110,552.00	\$116,084.80	\$121,908.80	\$128,024.00	\$134,430.40	
(IT) Software Development		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
Supervisor	MC60	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
F - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
Strategic Transportation		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Engineering Manager	MC61	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
3 3 3		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
		\$43.24	\$45.41	\$47.69	\$50.08	\$52.59	
Supervising Accountant	MC62	\$7,494.94	\$7,871.07	\$8,266.27	\$8,680.54	\$9,115.60	
		\$89,939.20	\$94,452.80	\$99,195.20	\$104,166.40	\$109,387.20	
Supervising Animal Services		\$30.64	\$32.18	\$33.79	\$35.48	\$37.26	
Officer	MC63	\$5,310.94	\$5,577.87	\$5,856.94	\$6,149.87	\$6,458.40	
		\$63,731.20	\$66,934.40	\$70,283.20	\$73,798.40	\$77,500.80	
*Salary range updated and approved by C	ouncil 10/25/20	22 with an effective d	ate of 07/30/2022				

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	Hourly
Supervising Building Inspector	MC64	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	Monthly
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	Annual
Supervising Code Enforcement		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Inspector	MC65	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
·		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Supervising Plans Examiner	MC75	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
F		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		ψ95,070.00	ψ99,040.00	Ψ104,002.00	ψ110,073.00	ψ113,303.00	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Supervising Real Property Agent	MC66	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$44.87	\$47.12	\$49.48	\$51.96	\$54.56	
Supervising Technical Engineer	MC67	\$7,777.47	\$8,167.47	\$8,576.54	\$9,006.40	\$9,457.07	
Cupervising recrimed Engineer	WOO7						
		\$93,329.60	\$98,009.60	\$102,918.40	\$108,076.80	\$113,484.80	
Supervising Troffic Systems		\$43.13	\$45.29	\$47.56	\$49.94	\$52.44	
Supervising Traffic Systems Specialist	MC68	\$7,475.87	\$7,850.27	\$8,243.74	\$8,656.27	\$9,089.60	
Opecialist		\$89,710.40	\$94,203.20	\$98,924.80	\$103,875.20	\$109,075.20	
		ФEО 47	Ф БО 00		#50.44	#C4 27	
(IT) Support Supervisor	MC69	\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(11) Support Supervisor	WCOS	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Systems Administrator	MC70	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	
		# 00.00	000.44	#40.05	# 40.00	04447	
(IT) Systems/Network Specialist	MC71	\$36.32	\$38.14	\$40.05	\$42.06	\$44.17	
(11) Systems/Network Specialist	IVIC7 I	\$6,295.47	\$6,610.94	\$6,942.00	\$7,290.40	\$7,656.14	
		\$75,545.60	\$79,331.20	\$83,304.00	\$87,484.80	\$91,873.60	
Transportation Engineering		\$63.66	\$66.85	\$70.20	\$73.71	\$77.40	
Manager	MC72	\$11,034.40	\$11,587.34	\$12,168.00	\$12,776.40	\$13,416.00	
		\$132,412.80	\$139,048.00	\$146,016.00	\$153,316.80	\$160,992.00	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Utilities & Streets Supervisor	MC73	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ELIMINATING THE CLASSIFICATION OF BUILDING OFFICIAL AND ADOPTING THE UPDATED MANAGEMENT CONFIDENTIAL SALARY TABLE

WHEREAS, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

WHEREAS, the Classification Plan is not a static plan and requires revision to reflect organizational changes and needs.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Fontana, to eliminate the classification of Building Official from the organization and to adopt the updated Management Confidential Salary Table.

EFFECTIVE DATE: October 26, 2022

APPROVED AND ADOPTED this 25th day of October, 2022.

READ AND APPROVED AS TO LEGAL FORM:
City Attorney
I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on October 25, 2022, by the following vote to wit:
AYES: NOES: ABSENT:
City Clerk of the City of Fontana
Mayor of the City of Fontana

Resolution No.		
ATTEST:		
City Clerk	 	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	Hourly
Accounting Manager	MC01	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	Monthly
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	Annual
		\$26.66	\$28.00	\$29.40	\$30.87	\$32.42	
Administrative Secretary	MC02	\$4,621.07	\$4,853.34	\$5,096.00	\$5,350.80	\$5,619.47	
		\$55,452.80	\$58,240.00	\$61,152.00	\$64,209.60	\$67,433.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Assistant Building Official	MC03	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$31.91	\$33.51	\$35.19	\$36.95	\$38.80	
Assistant Internal Auditor	MC04	\$5,531.07	\$5,808.40	\$6,099.60	\$6,404.67	\$6,725.34	
		\$66,372.80	\$69,700.80	\$73,195.20	\$76,856.00	\$80,704.00	
(IT) Application Programmer/		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Developer	MC05	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
2		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$38.96	\$40.91	\$42.96	\$45.11	\$47.37	
(IT) Business Analyst II	MC06	\$6,753.07	\$7,091.07	\$7,446.40	\$7,819.07	\$8,210.80	
		\$81,036.80	\$85,092.80	\$89,356.80	\$93,828.80	\$98,529.60	
		\$57.04	\$59.90	\$62.90	\$66.05	\$69.36	
Budget Manager	MC07	\$9,886.94	\$10,382.67	\$10,902.67	\$11,448.67	\$12,022.40	
		\$118,643.20	\$124,592.00	\$130,832.00	\$137,384.00	\$144,268.80	
Communications & Marketing		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Manager	MC09	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
Community Improvement Program		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Manager	MC10	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
J		\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	
		\$50.75	\$53.29	\$55.96	\$58.76	\$61.70	
Community Services Manager	MC11	\$8,796.67	\$9,236.94	\$9,699.74	\$10,185.07	\$10,694.67	
		\$105,560.00	\$110,843.20	\$116,396.80	\$122,220.80	\$128,336.00	
		\$35.98	\$37.78	\$39.67	\$41.66	\$43.75	
Community Services Supervisor	MC12	\$6,236.54	\$6,548.54	\$6,876.14	\$7,221.07	\$7,583.34	
		\$74,838.40	\$78,582.40	\$82,513.60	\$86,652.80	\$91,000.00	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Customer Service Supervisor	MC13	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) Database Administrator	MC14	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Deputy Finance Officer	MC86	\$63.39 \$10,987.60	\$66.56 \$11,537.07	\$69.89 \$12,114.27	\$73.39 \$12,720.94	\$77.06 \$13,357.07	Hourly Monthly
		\$131,851.20	\$138,444.80	\$145,371.20	\$152,651.20	\$160,284.80	Annual
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Development Services Supervisor	MC15	\$6,458.40 \$77,500.80	\$6,782.54 \$81,390.40	\$7,122.27 \$85,467.20	\$7,479.34 \$89,752.00	\$7,853.74 \$94,244.80	
Foonemic Development Analyst	MC76	\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Economic Development Analyst	IVIC76	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
Engineering Manager	MC16	\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Engineering Manager	IVIC 16	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
Environmental Control Sunanciaer	MC47	\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Environmental Control Supervisor	MC17	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
Francisco Oceanista Otto		\$35.91	\$37.71	\$39.60	\$41.58	\$43.66	
Executive Secretary to City	MC18	\$6,224.40	\$6,536.40	\$6,864.00	\$7,207.20	\$7,567.74	
Manager		\$74,692.80	\$78,436.80	\$82,368.00	\$86,486.40	\$90,812.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Facilities Maintenance Supervisor	MC19	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$57.79	\$60.68	\$63.72	\$66.91	\$70.26	
Finance Manager	MC20	\$10,016.94	\$10,517.87	\$11,044.80	\$11,597.74	\$12,178.40	
		\$120,203.20	\$126,214.40	\$132,537.60	\$139,172.80	\$146,140.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Fleet Supervisor	MC21	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) GIS Administrator	MC22	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Homeless Solutions Manager	MC87	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
Housing Development Manager	MC23	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
		\$38.19	\$40.10	\$42.11	\$44.22	\$46.44	
Human Resources Analyst	MC24	\$6,619.60	\$6,950.67	\$7,299.07	\$7,664.80	\$8,049.60	
		\$79,435.20	\$83,408.00	\$87,588.80	\$91,977.60	\$96,595.20	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Human Resources Clerk	MC25	\$22.05 \$3,822.00	\$23.16 \$4,014.40	\$24.32 \$4,215.47	\$25.54 \$4,426.94	\$26.82 \$4,648.80	Hourly Monthly
Transar Resources Glorik	WOZO	\$45,864.00	\$48,172.80	\$50,585.60	\$53,123.20	\$55,785.60	Annual
		\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	
Human Resources Specialist	MC26	\$5,645.47 \$67,745.60	\$5,928.00 \$71,136.00	\$6,224.40 \$74,692.80	\$6,536.40 \$78,436.80	\$6,864.00 \$82,368.00	
		\$27.63	\$29.02	\$30.48	\$32.01	\$33.62	
Human Resources Technician	MC27	\$4,789.20 \$57,470.40	\$5,030.14 \$60,361.60	\$5,283.20 \$63,398.40	\$5,548.40 \$66,580.80	\$5,827.47 \$69,929.60	
(IT) Information Technology		\$56.90	\$59.75	\$62.74	\$65.88	\$69.18	
Manager	MC28	\$9,862.67 \$118,352.00	\$10,356.67 \$124,280.00	\$10,874.94 \$130,499.20	\$11,419.20 \$137,030.40	\$11,991.20 \$143,894.40	
Information Technology (IT) Project		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
Administrator	MC85	\$9,247.34 \$110,968.00	\$9,710.14 \$116,521.60	\$10,197.20 \$122,366.40	\$10,708.54 \$128,502.40	\$11,244.14 \$134,929.60	
		\$30.62					
Management Trainee	MC78	\$5,307.47 \$63,689.60	"Step 1 Only"				
		\$35.00	\$36.75	\$38.59	\$40.52	\$42.55	
Management Analyst I	MC80	\$6,066.67 \$72,800.00	\$6,370.00 \$76,440.00	\$6,688.94 \$80,267.20	\$7,023.47 \$84,281.60	\$7,375.34 \$88,504.00	
		\$40.26	\$42.28	\$44.40	\$46.62	\$48.96	
Management Analyst II	MC81	\$6,978.40 \$83,740.80	\$7,328.54 \$87,942.40	\$7,696.00 \$92,352.00	\$8,080.80 \$96,969.60	\$8,486.40 \$101,836.80	
		\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
(IT) Network/Security Administrator	MC29	\$9,247.34 \$110,968.00	\$9,710.14 \$116,521.60	\$10,197.20 \$122,366.40	\$10,708.54 \$128,502.40	\$11,244.14 \$134,929.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Parks Development Coordinator	MC30	\$7,170.80 \$86,049.60	\$7,529.60 \$90,355.20	\$7,907.47 \$94,889.60	\$8,304.40 \$99,652.80	\$8,720.40 \$104,644.80	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Parks & Landscape Supervisor	MC31	\$6,718.40 \$80,620.80	\$7,054.67 \$84,656.00	\$7,408.27 \$88,899.20	\$7,779.20 \$93,350.40	\$8,169.20 \$98,030.40	
		\$21.65	\$22.74	\$23.88	\$25.08	\$26.34	
Payroll Clerk	MC32	\$3,752.67 \$45,032.00	\$3,941.60 \$47,299.20	\$4,139.20 \$49,670.40	\$4,347.20 \$52,166.40	\$4,565.60 \$54,787.20	
		\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	
Payroll Coordinator	MC33	\$5,645.47 \$67,745.60	\$5,928.00 \$71,136.00	\$6,224.40 \$74,692.80	\$6,536.40 \$78,436.80	\$6,864.00 \$82,368.00	

Payroll Technician	TITLE		RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
S57,740,80 \$66,632,00 \$63,668,80 \$66,872,00 \$70,220,80 Annual Police Administrative Support Services Manager MC36 \$49,49 \$51,97 \$9,006,14 \$9,458,80 \$9,952,00 \$10,249,47 \$10				\$27.76	\$29.15	\$30.61	\$32.15	\$33.76	Hourly
Police Administrative Support Services Manager	Payroll ⁻	Technician	MC34	\$4,811.74	\$5,052.67	\$5,305.74	\$5,572.67	\$5,851.74	Monthly
Services Manager				\$57,740.80	\$60,632.00	\$63,668.80	\$66,872.00	\$70,220.80	Annual
Services Manager	Police A	Administrative Support		\$49.49	\$51.97	\$54.57	\$57.30	\$60.17	
\$102,999.20 \$108,097.60 \$113,505.60 \$119,184.00 \$125,153.60 Police Communications Supervisor MC37 \$7,170.80 \$75,296.00 \$7,907.47 \$8,304.40 \$8,720.40 \$86,049.00 \$99,355.20 \$94,889.00 \$99,952.80 \$104,644.80 Police Dispatch Shift Supervisor MC38 \$5,683.60 \$5,967.87 \$6,267.74 \$6,581.47 \$6,991.80 Police Records Supervisor MC38 \$5,683.60 \$7,114.40 \$75,212.80 \$78,977.60 \$82,929.60 Police Records Supervisor MC39 \$4,525.74 \$4,752.80 \$4,992.00 \$5241.60 \$55,050.07 \$54,308.80 \$57,033.60 \$59,904.00 \$62,899.20 \$66,060.80 Police Supervising Property Control Clerk \$6,008.40 \$6,259.07 \$6,508.67 \$5,806.60 \$6,006.80 Police Supervisor MC41 \$5,960.94 \$6,259.07 \$6,572.20 \$50,244 \$7,248.80 Principal Civil Engineer MC42 \$5,984.00 \$119,808.00 \$119,808.00 \$125,798.40 \$138,715.20 \$10,317.74 \$11,300.27 Principal Planner MC83 \$53,32.67 \$86,049.60 \$10,343.20 \$10,317.74 \$11,300.27 Public Safety Systems MC64 \$87,170.80 \$7,528.00 \$7,907.47 \$8,304.00 \$10,433.20 Public Safety Systems MC64 \$8,770.10 \$8,677.20 \$10,317.74 \$11,300.27 Public Works Inspection Supervisor MC44 \$7,701.20 \$7,003.80 \$110,433.20 \$110,400 \$11,555.20 \$10,317.74 \$11,300.27 Public Works Inspection Supervisor MC44 \$7,701.20 \$8,607.20 \$7,907.47 \$8,304.40 \$8,720.40 \$8,044.40 \$11,778.00 \$117,778.00 \$10,317.74 \$11,300.27 \$10,317.74 \$11,300.27 \$110,400.00 \$117,780.00 \$1		• •	MC36	\$8,578.27	\$9,008.14	\$9,458.80	\$9,932.00	\$10,429.47	
Police Communications Supervisor	0011100	o Managor		\$102,939.20	\$108,097.60	\$113,505.60	\$119,184.00	\$125,153.60	
Police Dispatch Shift Supervisor MC38 \$32.79 \$34.43 \$36.16 \$37.97 \$39.87 \$39.87 \$55.83.60 \$55,683.60 \$55,683.60 \$55,683.60 \$55,687.87 \$62,67.74 \$65,514.47 \$69,910.80 \$66,203.20 \$71,614.40 \$75.212.80 \$78,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,977.60 \$82,929.60 \$76,577.60 \$82,929.60 \$76,577.80 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$82,929.60 \$76,507.70 \$76,508.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,507.80 \$76,608.80 \$77,172.80 \$76,507.80				\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Police Dispatch Shift Supervisor MC38 \$32.79 \$34.43 \$36.16 \$37.97 \$39.87 \$6,267.74 \$6,581.47 \$6,910.80 \$68.203.20 \$71,614.40 \$75,212.80 \$78,977.60 \$82,929.60 \$78,977.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.60 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$82,929.60 \$79,077.70 \$79,079.60 \$79,079.60 \$79,077.70 \$79,079.60 \$79,079.60 \$79,079.70 \$79,079.60 \$79,079.70 \$79,079.60 \$79,079.70	Police C	Communications Supervisor	MC37	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
Police Dispatch Shift Supervisor MC38 \$5,683.60 \$5,967.87 \$6,267.74 \$6,814.7 \$6,910.80 Police Records Supervisor MC39 \$4,525.74 \$4,752.80 \$71,614.40 \$75,212.80 \$78,977.60 \$82,929.60 Police Records Supervisor MC39 \$4,525.74 \$4,752.80 \$4,992.00 \$5,241.60 \$5,505.07 \$54,308.80 \$57,033.60 \$59,904.00 \$56,2892.0 \$66,060.80 Police Supervising Property Control Clerk MC40 \$5,083.87 \$5,338.67 \$5,605.60 \$5,886.40 \$6,181.07 Police Supervising Property Control Clerk MC40 \$5,083.87 \$5,338.67 \$5,605.60 \$5,886.40 \$6,181.07 Police Support Services Supervisor MC41 \$34.39 \$36.11 \$37.92 \$39.82 \$41.82 Police Support Services Supervisor MC41 \$5,960.94 \$6,259.07 \$6,672.80 \$6,902.14 \$7,248.80 \$71,531.20 \$75,108.80 \$78,873.60 \$82,825.60 \$86,985.60 Principal Civil Engineer MC42 \$9,984.00 \$10,483.20 \$11,008.40 \$11,559.60 \$12,138.54 Principal Planner MC83 \$53.90 \$56.60 \$59.43 \$62.41 \$66.54 Principal Planner MC83 \$9,342.67 \$9,810.67 \$10,301.20 \$10,817.74 \$11,380.27 Public Information Coordinator MC43 \$7,708.00 \$7,529.60 \$9,946.00 \$12,912.60 \$10,817.74 \$11,380.27 Public Safety Systems				\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
S68,203.20 \$71,614.40 \$75,212.80 \$78,977.60 \$82,929.60				\$32.79	\$34.43	\$36.16	\$37.97	\$39.87	
Police Records Supervisor	Police D	Dispatch Shift Supervisor	MC38	\$5,683.60	\$5,967.87	\$6,267.74	\$6,581.47	\$6,910.80	
Police Records Supervisor				\$68,203.20	\$71,614.40	\$75,212.80	\$78,977.60	\$82,929.60	
Police Records Supervisor				\$26.11	\$27.42	\$28.80	\$30.24	\$31.76	
S54,308.80 S57,033.60 S59,904.00 S62,899.20 S66,060.80	Police F	Records Supervisor	MC39						
Police Supervising Property Control Clerk									
Solution	D. I			\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Police Support Services Supervisor MC41 \$34.39 \$36.11 \$37.92 \$39.82 \$41.82 \$72.48.80 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$75.108.80 \$78.873.60 \$82.825.60 \$86.985.60 \$71.531.20 \$71.531.20 \$71.531.20 \$71.084.0 \$71.559.60 \$71.738.54 \$71.798.00 \$71.799.799.799.799.799.799.799.799.799.7		Supervising Property Control	MC40	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
Police Support Services Supervisor MC41 \$5,960.94 \$6,259.07 \$6,572.80 \$6,902.14 \$7,248.80 \$71,531.20 \$75,108.80 \$78,873.60 \$82,825.60 \$86,985.60 \$82,825.60 \$86,985.60 \$82,825.60 \$86,985.6	Clerk							\$74,172.80	
Principal Civil Engineer MC42 \$57.60 \$60.48 \$63.51 \$66.69 \$70.03 Principal Civil Engineer MC42 \$9.984.00 \$10,483.20 \$11,008.40 \$11,559.60 \$12,138.54 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 Principal Planner MC83 \$53.90 \$56.60 \$59.43 \$62.41 \$65.54 Principal Planner MC83 \$9,342.67 \$9,810.67 \$10,301.20 \$10,817.74 \$11,360.27 Public Information Coordinator MC43 \$41.37 \$43.44 \$45.62 \$47.91 \$50.31 Public Safety Systems MC43 \$50.47 \$53.00 \$55.65 \$94.889.60 \$99,652.80 \$104,644.80 Public Safety Systems MC84 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 Administrator MC44 \$44.43 \$46.66 \$49.00 \$51.45 \$54.03 Public Works Inspection Supervisor MC44 \$44.43 \$46.66 \$49.00 \$51.45 <td< td=""><td></td><td></td><td></td><td>\$34.39</td><td>\$36.11</td><td>\$37.92</td><td>\$39.82</td><td>\$41.82</td><td></td></td<>				\$34.39	\$36.11	\$37.92	\$39.82	\$41.82	
Principal Civil Engineer MC42 \$9,984.00 \$10,483.20 \$11,008.40 \$11,559.60 \$12,138.54 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 \$110,908.00 \$10,817.74 \$11,360.27 \$112,112.00 \$117,728.00 \$123,614.40 \$129,812.80 \$136,323.20 \$10,801.70 \$112,112.00 \$117,728.00 \$123,614.40 \$129,812.80 \$136,323.20 \$10,801.70 \$10,907.47 \$8,304.40 \$8,720.40 \$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 \$104,644.80 \$104,977.60 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,129.60 \$10,637.47 \$104,977.60 \$10,909.00 \$107,016.00 \$112,382.40 \$10,909.00 \$107,016.00 \$112,382.40 \$10,907.00 \$107,016.00 \$112,382.40 \$10,907.00 \$107,016.00 \$112,382.40 \$10,009.50 \$10,009.50 \$10,009.50 \$110,009.50 \$10,009.50 \$112,441.40 \$10,197.20 \$10,708.54 \$10,197.20 \$10,708.54 \$112,441.40 \$10,19	Police S	Support Services Supervisor	MC41	\$5,960.94	\$6,259.07	\$6,572.80	\$6,902.14	\$7,248.80	
Principal Civil Engineer MC42 \$9,984.00 \$11,483.20 \$11,008.40 \$115,59.60 \$12,138.54 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 Principal Planner MC83 \$53.90 \$56.60 \$59.43 \$62.41 \$65.54 \$10,301.20 \$10,817.74 \$11,360.27 \$112,100 \$117,728.00 \$123,614.40 \$129,812.80 \$136,323.20 Public Information Coordinator MC43 \$41.37 \$43.44 \$45.62 \$47.91 \$50.31 \$50.31 \$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 Public Safety Systems Administrator MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 \$9,846.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Inspection Supervisor MC44 \$44.43 \$46.66 \$49.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Manager MC45 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,197.20 \$10,708.54 \$11,244.14				\$71,531.20	\$75,108.80	\$78,873.60	\$82,825.60	\$86,985.60	
Principal Civil Engineer MC42 \$9,984.00 \$11,483.20 \$11,008.40 \$115,59.60 \$12,138.54 \$119,808.00 \$125,798.40 \$132,100.80 \$138,715.20 \$145,662.40 Principal Planner MC83 \$53.90 \$56.60 \$59.43 \$62.41 \$65.54 \$11,360.27 \$11,301.20 \$10,817.74 \$11,360.27 \$112,112.00 \$117,728.00 \$123,614.40 \$129,812.80 \$136,323.20 Public Information Coordinator MC43 \$41.37 \$43.44 \$45.62 \$47.91 \$50.31 \$50.31 \$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 Public Safety Systems Administrator MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Inspection Supervisor MC44 \$44.43 \$46.66 \$49.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Manager MC45 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14				\$57.60	\$60.48	\$63.51	\$66.69	\$70.03	
S119,808.00 S125,798.40 S132,100.80 S138,715.20 S145,662.40	Principa	al Civil Engineer	MC42	\$9.984.00		\$11.008.40		\$12.138.54	
Principal Planner MC83 \$9,342.67 \$9,810.67 \$10,301.20 \$10,817.74 \$11,360.27 \$112,112.00 \$117,728.00 \$123,614.40 \$129,812.80 \$136,323.20 Public Information Coordinator MC43 \$41.37 \$43.44 \$45.62 \$47.91 \$50.31 Public Information Coordinator MC43 \$7,170.80 \$7,529.60 \$7,907.47 \$8,304.40 \$8,720.40 \$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 Public Safety Systems MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 Administrator MC84 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Inspection Supervisor MC44 \$7,701.20 \$8,087.74 \$8,493.34 \$8,918.00 \$9,365.20 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9									
Public Safety Systems MC84 \$50.47 (\$104,977.60) \$110,240.00 \$115,752.00 \$123,614.40 \$129,812.80 \$136,323.20 Public Unformation Coordinator MC43 \$41.37 (\$43.44) \$45.62 (\$47.91) \$50.31 Public Safety Systems MC84 \$7,170.80 (\$7,529.60) \$7,907.47 (\$8,304.40) \$8,720.40 Public Safety Systems MC84 \$50.47 (\$53.00) \$55.65 (\$58.44) \$61.37 Administrator MC84 (\$8,748.14) \$9,186.67 (\$9,646.00) \$10,129.60 (\$10,637.47) \$104,977.60 (\$110,240.00) \$115,752.00 (\$121,555.20) \$127,649.60 Public Works Inspection Supervisor MC44 (\$7,701.20) (\$8,087.74) (\$8,493.34) (\$8,918.00) (\$9,365.20) (\$92,414.40) (\$97,052.80) (\$101,920.00) (\$107,016.00) (\$112,382.40) \$112,382.40 Public Works Manager MC45 (\$9,247.34) (\$9,710.14) (\$10,197.20) (\$10,708.54) (\$11,244.14)				\$53.90	\$56.60	\$59.43	\$62.41	\$65.54	
Public Safety Systems Administrator MC43 \$50.47 (\$104,977.60) \$110,412.40.00 \$123,614.40 \$129,812.80 \$136,323.20 Public Works Inspection Supervisor MC43 \$41.37 (\$43.44) \$45.62 (\$47.91) \$50.31 (\$50.31) Public Safety Systems Administrator MC84 \$50.47 (\$53.00) \$55.65 (\$58.44) \$61.37 (\$51.40) Public Works Inspection Supervisor MC84 \$8,748.14 (\$9,186.67) \$9,646.00 (\$10,129.60) \$10,637.47 (\$104,977.60) Public Works Inspection Supervisor MC44 \$44.43 (\$46.66) \$49.00 (\$51.45) \$54.03 (\$9,365.20) Public Works Manager MC45 \$92,414.40 (\$97,052.80) \$101,920.00 (\$107,016.00) \$112,382.40 Public Works Manager MC45 \$9,247.34 (\$9,710.14) \$10,197.20 (\$10,708.54) \$11,244.14	Principa	al Planner	MC83	\$9,342.67	\$9,810.67	\$10,301.20	\$10,817.74	\$11,360.27	
Public Information Coordinator MC43 \$7,170.80 \$7,529.60 \$7,907.47 \$8,304.40 \$8,720.40 \$86,049.60 \$90,355.20 \$94,889.60 \$99,652.80 \$104,644.80 Public Safety Systems Administrator MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 Administrator MC84 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Inspection Supervisor MC44 \$7,701.20 \$8,087.74 \$8,493.34 \$8,918.00 \$9,365.20 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14				\$112,112.00	\$117,728.00	\$123,614.40	\$129,812.80		
Public Safety Systems MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 Administrator MC84 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 Public Works Inspection Supervisor MC44 \$44.43 \$46.66 \$49.00 \$51.45 \$54.03 Public Works Inspection Supervisor MC44 \$7,701.20 \$8,087.74 \$8,493.34 \$8,918.00 \$9,365.20 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14				\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Public Safety Systems Administrator MC84 \$50.47 \$53.00 \$55.65 \$58.44 \$61.37 \$9,646.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,0240.00 \$10,0240	Public Ir	nformation Coordinator	MC43	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
Administrator MC84 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,0240.00 \$10,0240.				\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
Administrator WC64 \$8,748.14 \$9,186.67 \$9,646.00 \$10,129.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,637.47 \$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 \$10,000 \$100,000 \$	Dublic S	Cofoty Cystoms		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
\$104,977.60 \$110,240.00 \$115,752.00 \$121,555.20 \$127,649.60 Public Works Inspection Supervisor MC44 \$7,701.20 \$8,087.74 \$8,493.34 \$8,918.00 \$9,365.20 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14			MC84	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
Public Works Inspection Supervisor MC44 \$7,701.20 \$8,087.74 \$8,493.34 \$8,918.00 \$9,365.20 \$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14	/ turning	arator		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
\$92,414.40 \$97,052.80 \$101,920.00 \$107,016.00 \$112,382.40 \$53.35 \$56.02 \$58.83 \$61.78 \$64.87 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14				\$44.43	\$46.66	\$49.00	\$51.45	\$54.03	
\$53.35 \$56.02 \$58.83 \$61.78 \$64.87 Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14	Public V	Vorks Inspection Supervisor	MC44	\$7,701.20	\$8,087.74	\$8,493.34	\$8,918.00	\$9,365.20	
Public Works Manager MC45 \$9,247.34 \$9,710.14 \$10,197.20 \$10,708.54 \$11,244.14				\$92,414.40	\$97,052.80	\$101,920.00	\$107,016.00	\$112,382.40	
4.7				\$53.35	\$56.02	\$58.83	\$61.78	\$64.87	
\$110,968.00 \$116,521.60 \$122,366.40 \$128,502.40 \$134,929.60	Public V	Vorks Manager	MC45	\$9,247.34	\$9,710.14	\$10,197.20	\$10,708.54	\$11,244.14	
				\$110,968.00	\$116,521.60	\$122,366.40	\$128,502.40	\$134,929.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
		\$44.63	\$46.87	\$49.22	\$51.69	\$54.28	Hourly
Purchasing Manager	MC88	\$7,735.87	\$8,124.14	\$8,531.47	\$8,959.60	\$9,408.54	Monthly
		\$92,830.40	\$97,489.60	\$102,377.60	\$107,515.20	\$112,902.40	Annual
		\$30.52	\$32.05	\$33.66	\$35.35	\$37.12	
Purchasing Specialist	MC46	\$5,290.14	\$5,555.34	\$5,834.40	\$6,127.34	\$6,434.14	
		\$63,481.60	\$66,664.00	\$70,012.80	\$73,528.00	\$77,209.60	
		\$37.26	\$39.13	\$41.09	\$43.15	\$45.31	
Purchasing Supervisor	MC47	\$6,458.40	\$6,782.54	\$7,122.27	\$7,479.34	\$7,853.74	
		\$77,500.80	\$81,390.40	\$85,467.20	\$89,752.00	\$94,244.80	
		\$35.26	\$37.03	\$38.89	\$40.84	\$42.89	
Real Property Analyst	MC48	\$6,111.74	\$6,418.54	\$6,740.94	\$7,078.94	\$7,434.27	
		\$73,340.80	\$77,022.40	\$80,891.20	\$84,947.20	\$89,211.20	
		\$29.50	\$30.98	\$32.53	\$34.16	\$35.87	
Records Coordinator	MC77	\$5,113.34	\$5,369.87	\$5,638.54	\$5,921.07	\$6,217.47	
		\$61,360.00	\$64,438.40	\$67,662.40	\$71,052.80	\$74,609.60	
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Resources Budget Officer	MC49	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$44.63	\$46.87	\$49.22	\$51.69	\$54.28	
Revenue Operations Manager	MC89	\$7,735.87	\$8,124.14	\$8,531.47	\$8,959.60	\$9,408.54	
		\$92,830.40	\$97,489.60	\$102,377.60	\$107,515.20	\$112,902.40	
		\$55.37	\$58.14	\$61.05	\$64.11	\$67.32	
Risk Manager	MC90	\$9,597.47	\$10,077.60	\$10,582.00	\$11,112.40	\$11,668.80	
		\$115,169.60	\$120,931.20	\$126,984.00	\$133,348.80	\$140,025.60	
		\$37.45	\$39.33	\$41.30	\$43.37	\$45.54	
Senior Accountant	MC50	\$6,491.34	\$6,817.20	\$7,158.67	\$7,517.47	\$7,893.60	
		\$77,896.00	\$81,806.40	\$85,904.00	\$90,209.60	\$94,723.20	
		\$29.74	\$31.23	\$32.80	\$34.44	\$36.17	
Senior Administrative Aide	MC51	\$5,154.94	\$5,413.20	\$5,685.34	\$5,969.60	\$6,269.47	
		\$61,859.20	\$64,958.40	\$68,224.00	\$71,635.20	\$75,233.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Senior Administrative Analyst	MC52	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$29.33	\$30.80	\$32.34	\$33.96	\$35.66	
Senior Administrative Secretary	MC53	\$5,083.87	\$5,338.67	\$5,605.60	\$5,886.40	\$6,181.07	
		\$61,006.40	\$64,064.00	\$67,267.20	\$70,636.80	\$74,172.80	
		\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Senior Business Analyst	MC54	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Senior Civil Engineer	MC55	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	\$64.63 \$11,202.54 \$134,430.40	Hourly Monthly Annual
Senior Civil Land Surveyor	MC79	\$50.61 \$8,772.40 \$105,268.80	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	
Senior Engineer	MC56	\$50.61 \$8,772.40 \$105,268.80	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	
Senior Human Resources Analyst	MC57	\$43.90 \$7,609.34 \$91,312.00	\$46.10 \$7,990.67 \$95,888.00	\$48.41 \$8,391.07 \$100,692.80	\$50.84 \$8,812.27 \$105,747.20	\$53.39 \$9,254.27 \$111,051.20	
Senior Internal Auditor	MC58	\$45.71 \$7,923.07 \$95,076.80	\$48.00 \$8,320.00 \$99,840.00	\$50.40 \$8,736.00 \$104,832.00	\$52.92 \$9,172.80 \$110,073.60	\$55.57 \$9,632.14 \$115,585.60	
Senior Management Analyst	MC82	\$48.31 \$8,373.74 \$100,484.80	\$50.73 \$8,793.20 \$105,518.40	\$53.27 \$9,233.47 \$110,801.60	\$55.94 \$9,696.27 \$116,355.20	\$58.74 \$10,181.60 \$122,179.20	
Senior Planner	MC59	\$44.12 \$7,647.47 \$91,769.60	\$46.33 \$8,030.54 \$96,366.40	\$48.65 \$8,432.67 \$101,192.00	\$51.09 \$8,855.60 \$106,267.20	\$53.65 \$9,299.34 \$111,592.00	
Senior Traffic Engineer	MC74	\$53.15 \$9,212.67 \$110,552.00	\$55.81 \$9,673.74 \$116,084.80	\$58.61 \$10,159.07 \$121,908.80	\$61.55 \$10,668.67 \$128,024.00	\$64.63 \$11,202.54 \$134,430.40	
(IT) Software Development Supervisor	MC60	\$50.47 \$8,748.14 \$104,977.60	\$53.00 \$9,186.67 \$110,240.00	\$55.65 \$9,646.00 \$115,752.00	\$58.44 \$10,129.60 \$121,555.20	\$61.37 \$10,637.47 \$127,649.60	
Strategic Transportation Engineering Manager	MC61	\$57.79 \$10,016.94 \$120,203.20	\$60.68 \$10,517.87 \$126,214.40	\$63.72 \$11,044.80 \$132,537.60	\$66.91 \$11,597.74 \$139,172.80	\$70.26 \$12,178.40 \$146,140.80	
Supervising Accountant	MC62	\$43.24 \$7,494.94 \$89,939.20	\$45.41 \$7,871.07 \$94,452.80	\$47.69 \$8,266.27 \$99,195.20	\$50.08 \$8,680.54 \$104,166.40	\$52.59 \$9,115.60 \$109,387.20	
Supervising Animal Services Officer	MC63	\$30.64 \$5,310.94 \$63,731.20	\$32.18 \$5,577.87 \$66,934.40	\$33.79 \$5,856.94 \$70,283.20	\$35.48 \$6,149.87 \$73,798.40	\$37.26 \$6,458.40 \$77,500.80	
Supervising Building Inspector	MC64	\$45.71 \$7,923.07 \$95,076.80	\$48.00 \$8,320.00 \$99,840.00	\$50.40 \$8,736.00 \$104,832.00	\$52.92 \$9,172.80 \$110,073.60	\$55.57 \$9,632.14 \$115,585.60	

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Supervising Code Enforcement		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	Hourly
Inspector	MC65	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	Monthly
eposto.		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	Annual
		\$45.71	\$48.00	\$50.40	\$52.92	\$55.57	
Supervising Plans Examiner	MC75	\$7,923.07	\$8,320.00	\$8,736.00	\$9,172.80	\$9,632.14	
		\$95,076.80	\$99,840.00	\$104,832.00	\$110,073.60	\$115,585.60	
		\$41.37	\$43.44	\$45.62	\$47.91	\$50.31	
Supervising Real Property Agent	MC66	\$7,170.80	\$7,529.60	\$7,907.47	\$8,304.40	\$8,720.40	
		\$86,049.60	\$90,355.20	\$94,889.60	\$99,652.80	\$104,644.80	
		\$44.87	\$47.12	\$49.48	\$51.96	\$54.56	
Supervising Technical Engineer	MC67	\$7,777.47	\$8,167.47	\$8,576.54	\$9,006.40	\$9,457.07	
		\$93,329.60	\$98,009.60	\$102,918.40	\$108,076.80	\$113,484.80	
Cun amiliain a Traffia Cuatama		\$43.13	\$45.29	\$47.56	\$49.94	\$52.44	
Supervising Traffic Systems Specialist	MC68	\$7,475.87	\$7,850.27	\$8,243.74	\$8,656.27	\$9,089.60	
Opedialist		\$89,710.40	\$94,203.20	\$98,924.80	\$103,875.20	\$109,075.20	
		\$50.47	\$53.00	\$55.65	\$58.44	\$61.37	
(IT) Support Supervisor	MC69	\$8,748.14	\$9,186.67	\$9,646.00	\$10,129.60	\$10,637.47	
		\$104,977.60	\$110,240.00	\$115,752.00	\$121,555.20	\$127,649.60	
		\$44.56	\$46.79	\$49.13	\$51.59	\$54.17	
(IT) Systems Administrator	MC70	\$7,723.74	\$8,110.27	\$8,515.87	\$8,942.27	\$9,389.47	
		\$92,684.80	\$97,323.20	\$102,190.40	\$107,307.20	\$112,673.60	
		\$36.32	\$38.14	\$40.05	\$42.06	\$44.17	
(IT) Systems/Network Specialist	MC71	\$6,295.47	\$6,610.94	\$6,942.00	\$7,290.40	\$7,656.14	
		\$75,545.60	\$79,331.20	\$83,304.00	\$87,484.80	\$91,873.60	
Transportation Engineering		\$63.66	\$66.85	\$70.20	\$73.71	\$77.40	
Manager	MC72	\$11,034.40	\$11,587.34	\$12,168.00	\$12,776.40	\$13,416.00	
J		\$132,412.80	\$139,048.00	\$146,016.00	\$153,316.80	\$160,992.00	
		\$38.76	\$40.70	\$42.74	\$44.88	\$47.13	
Utilities & Streets Supervisor	MC73	\$6,718.40	\$7,054.67	\$7,408.27	\$7,779.20	\$8,169.20	
		\$80,620.80	\$84,656.00	\$88,899.20	\$93,350.40	\$98,030.40	

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING THE UPDATED SALARY TABLE FOR NON-CLASSIFIED, PART-TIME CLASSIFICATIONS DUE TO MINIMUM WAGE ORDER

WHEREAS, the City Council of the City of Fontana has adopted the Personnel Rules and Regulations which incorporate the City's Classification Plan; and

WHEREAS, the Classification Plan is not a static plan and requires revision to reflect organizational changes and needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fontana, to adopt the updated salary table for the non-classified, part-time classifications as mandated by the Minimum Wage Order for the State of California effective January 1, 2023.

EFFECTIVE DATE: December 31, 2022

APPROVED AND ADOPTED this 25th day of October 2022

READ AND APPROVED AS TO LEGAL FORM:

City Attorney
I, Germaine McCellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 25 th day of October 2022, by the following vote to wit:
AYES:
NOES:
ABSENT:
City Clerk of the City of Fontana
Mayor of the City of Fontana

Resolution No.		
ATTEST:		
City Clerk		

NON-CLASSIFIED, PART-TIME CLASSIFICATIONS HOURLY SALARY TABLE Effective 12/31/2022

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
After School Community Services Assistant I	PT 01	\$ 18.03	\$ 18.94	\$ 19.89	\$ 20.89	\$ 21.94	HOURLY
After School Community Services Assistant II	PT 02	\$ 19.15	\$ 20.11	\$ 21.12	\$ 22.18	\$ 23.29	
After School Community Services Assistant III	PT 03	\$ 20.35	\$ 21.37	\$ 22.44	\$ 23.57	\$ 24.75	
Animal Services Assistant	PT 04	\$ 15.50	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	
Assistant Pool Manager	PT 05	\$ 18.97	\$ 19.92	\$ 20.92	\$ 21.97	\$ 23.07	
Boards & Commission Secretary	PT 06	\$ 18.63		(Step	1 Only)		
Community Services Assistant	PT 07	\$ 15.50	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	
Intern I	PT 08	\$ 15.50	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	
Intern II	PT 09	\$ 16.90	\$ 17.75	\$ 18.64	\$ 19.58	\$ 20.56	
Intern III	PT 10	\$ 18.41	\$ 19.34	\$ 20.31	\$ 21.33	\$ 22.40	
IT Applications Programer	PT 11	\$ 40.80		(Step	1 Only)		
Lifeguard	PT 12	\$ 15.97	\$ 16.77	\$ 17.61	\$ 18.50	\$ 19.43	
Maintenance Assistant	PT 14	\$ 15.50		(Step	1 Only)		
Office Assistant	PT 15	\$ 16.41	\$ 17.24	\$ 18.11	\$ 19.02	\$ 19.98	
On-Call Police Dispatcher	PT 16	(Refer to Police Benefit Association Salary Table)					
Police Background Investigator	PT 17	\$ 31.26		(Step	1 Only)		
Police Cadet	PT 18	\$ 15.50	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86	
Police Maintenance Coordinator	PT 28	(Refer to	Police Ber	nefit Assoc	iation Sala	ary Table)	
Police Reserve Officer	PT 19	\$ 25.00		(Step	1 Only)		
Pool Manager	PT 20	\$ 20.68	\$ 21.72	\$ 22.81	\$ 23.96	\$ 25.16	
Retired Annuitant/Consultant	PT 26	Sala	ry Range \$	§15.50 - \$2	250.00 per	hour	
Senior Community Services Assistant	PT 21	\$ 16.90	\$ 17.75	\$ 18.64	\$ 19.58	\$ 20.56	
Senior Transportation Specialist	PT 22	\$ 18.97	\$ 19.92	\$ 20.92	\$ 21.97	\$ 23.07	
Student Trainee	PT 23	\$ 15.50		(Step	1 Only)		

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NON-CLASSIFIED, PART-TIME CLASSIFICATIONS HOURLY SALARY TABLE Effective 12/31/2022

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Traffic Signal Maintenance Assistant	PT 13	\$ 15.50	\$ 16.28	\$ 17.10	\$ 17.96	\$ 18.86 HOURLY
Transportation Specialist	PT 24	\$ 17.46	\$ 18.34	\$ 19.26	\$ 20.23	\$ 21.25
Transportation Specialist Trainee	PT 27	\$ 15.50		(Step ²	l Only)	
Water Safety Instructor (WSI)	PT 25	\$ 17.41	\$ 18.29	\$ 19.21	\$ 20.18	\$ 21.19

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