City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Regular Agenda

Ord. No.1976 Reso. No. 2025-102

Tuesday, October 28, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

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

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

PUBLIC COMMUNICATION - CLOSED SESSION:

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

A. Public Communications - Closed Session

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1) 25-0617
Case: Malko Malko vs. City of Fontana Workers' Compensation
Claim Number: 231000090

2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator:

John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6
City Negotiator: Mayor Acquanetta Warren and Mayor Pro Tem Peter Garcia
Employee Organization(s): City Manager, Unrepresented

CALL TO ORDER/ROLL CALL:

A. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

CEREMONIAL ITEMS:

A. Ceremonial Items

A.	**Mayor Warren and City Council to recognize Corporal Kevin Anderson, Officers Aaron Alcala, Cody Chick, Brandon McCaulley and Anthoniey Rodriguez, Dispatcher II Genevieve Blanco, Dispatcher I Melissa Lucero & Dispatch Call Taker Erika Lopez as September 2025 Employees of the month.**	**25-0625**
B.	**Mayor and City Council to recognize Fontana City Council Member Jesse Sandoval, San Bernardino County Supervisor Jesse Armendarez, and FUSD Board President Adam Perez for their donations to the 2025 Dr. Charles Koehler Writing and Art Contest.**	**25-0552**
C.	**Mayor and City Council to recognize Knights of Columbus for their donation.**	**25-0619**
D.	**Mayor and City Council to proclaim October as National Homeless Awareness Month.**	**25-0618**

PUBLIC COMMUNICATIONS:

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

based on the number of speakers who wish to address the Mayor and City Council.

A. Public Communications

CONSENT CALENDAR:

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

Approve Consent Calendar Items as recommended by staff.

A. Approval of Minutes **25-0614**

Approve the minutes of the October 14, 2025, Regular City Council Meeting.

Attachments: Attachment No. 1- City Council Meeting Minutes 10-14-2025.docx

B. Adoption of Ordinance No. 1973 (Second Reading), approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code **25-0615**

Conduct a second reading by title only and adopt **Ordinance No. 1973**, approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and 33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts.

Attachments: Attachment No. 1- Ord 1973.docx

C. Adoption of Ordinance No. 1975 (Second Reading), Adoption of the 2025 Edition of the California Building Standards Code and Corresponding Base Model Codes **25-0616**

Conduct a second reading by title only and adopt **Ordinance No. 1975**, 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 2025 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 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National

Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code.

Attachments: Attachment No. 1 - Ord. 1975.docx

D. Video Management System Replacement **25-0535**

1. Authorize the Purchasing Division to "Piggy-Back" from the Omnia Partners contract (#R250206) for the purchase and implementation of the Verkada Video Management System (VMS) per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) to replace the City's existing Hexagon Ocularis system, which has reached end of life and end of support.

2. Approve the purchase from VectorUSA of Rancho Cucamonga, CA in the amount of $735,807.81.

Attachments: Attachment No. 1- 25-02_-_Executive_Summary.pdf
Attachment No. 2- Revised Verkada Pricing.pdf

E. Approve Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. for Plan Check, Map Check, and WQMP Review Services **25-0549**

Approve and authorize the City Manager to execute Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. in the amount of $180,000, and an amended Task Order total of $279,000 for additional plan check, map check, and WQMP review services.

Attachments: Attachment No. 1- NV5 Task Order #2.pdf

F. Approve a Rip-Rap Maintenance Easement with Southern California Edison ("SCE") Company near Sierra Avenue & Coyote Canyon Road (formerly Lytle Creek Road) for I-15 Logistics (Caprock) **25-0568**

Approve and authorize the City Manager to execute the Easement with Southern California Edison (SCE) Company.

Attachments: Attachment No. 1- 73647A_Rip_Rap_Access_Maintenance_Easement_Legal_Plat.pdf
Attachment No. 2- Rip-Rap Easement Location.docx

G. Authorization to Donate Computer Equipment to the **25-0571**

Affordable Housing - Paseo Verde Apartments Community Computer Lab

Adopt **Resolution No. 2025-102**, authorizing the donation of surplus computer equipment-ten (10) desktop computers and ten (10) monitors-to the community computer lab at the Affordable Housing - Paseo Verde Apartments and authorizing the City Manager or designee to execute any documents necessary to complete the transfer.

Attachments: Attachment No. 1- Resolution - 2025 - Authorization to Donate Computer Equipment to the Affordable Housing - Paseo Verde Apartments Community Computer Lab.docx

H. Award Bid for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB) **25-0572**

1. Award bid and authorize the City Manager to execute a construction contract with FieldTurf Inc, USA for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 in the amount of $423,613.86 and authorize a 10% contingency in the amount of $42,362.00 (PW-26-36 -SB).

2. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB).

Attachments: Attachment No. 1- Summary Bid Results.pdf
Attachment No. 2- Project Report.pdf

I. Purchase and Sale Agreement- Fontana Motor Lodge **25-0584**

1. Approve a Purchase & Sale Agreement for the purchase of building and associated land located at 16390 Foothill Boulevard, Fontana, CA 92335 specifically described as APN's 0190-081-36 and 0190-081-37 in the amount of $7,500,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property specifically described as APN's 0190-081-36 and 0190-081-37 comprised of approximately 2.3 acres ("Property") from Ramesh and Radha Patel Revocable Living Trust.

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

Attachments: Attachment No. 1- Draft Purchase Agreement - Fontana Motor Lodge-c1.docx

J. Purchase and Sale Agreement-16565 Orange Way **25-0586**

1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16565 Orange Way, Fontana CA 92335

specifically described as APN 0191-251-25 in the amount of $2,800,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 0191-251-25 compromised of approximately 0.68-acre parcel with a 16,000 square foot building ("Property") from Fontana Orange, LLC, a California Limited Liability Company.

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

Attachments: Attachment No. 1- PSA 16565 Orange Way SIGNED.pdf

K. Approve a Contract with Active Education for the Soccer & Multi-Sports Program to be delivered at Fontana Expanded Learning Program. **25-0591**

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

2. Approve a contract with Active Education to provide and deliver the Soccer & Multi-Sports Program for the Fontana Expanded Learning Program at elementary and middle school sites.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: Attachment No. 1- Active Education.pdf

L. Approve a Contract with TA Mentoring Services LLC for the Noble Youth Program to be delivered at Fontana Expanded Learning Program school sites. **25-0592**

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

2. Approve a contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program to the Fontana Expanded Learning Program's 6th through 8th grade participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: Attachment No. 1- Noble Youth.pdf

M. Approve a Contract with EBK & Company LLC to provide the US Engineering League, Mechanical **25-0593**

Engineering/Robotics Club for the Fontana Expanded Learning Program's Middle School sites.

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

2. Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ASES/ELO-P Funded Middle School sites.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: Attachment No. 1- USEL.pdf

N. Approve a Contract with Bestwenty4 Studios LLC for the Season of Success Program for the Fontana Expanded Learning Program. 25-0594

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

2. Approve a contract with Bestwenty4 Studios LLC to provide and deliver the Season of Success program for the Fontana Expanded Learning Program's participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

Attachments: Attachment No. 1- Bestwenty4 Studios.pdf

O. Final Acceptance for the Construction of the San Sevaine Trail Phase 1, Segment 2 Project (Bid No. SB-109-DE-23) 25-0595

Accept as complete the work performed by H&H General Contractors, Inc. for the construction of the San Sevaine Trail Phase 1, Segment 2 Project (#37603345).

Attachments: Attachment 1-Vicinity Map

P. Approve Final Change Order with CT&T Concrete Paving, Inc. and Final Acceptance of the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB) 25-0598

1. Authorize City Manager to approve Change Order #2 with CT&T Concrete Paving, Inc. in the amount of $227,822.46 for the additional concrete work added for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56 -SB).

2. Accept as complete the work performed by CT&T Concrete Paving, Inc. for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB).

Attachments: Attachment No. 1- Sidewalk Reconstruction No. 2 CCO No. 2 (Final Qtys).pdf
Attachment No. 2- Sidewalk Project #2 Grid Map.pdf

Q. Approve Final Change Order with LCR Earthwork & Engineering, Corp. and Final Acceptance for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23) **25-0600**

1. Authorize the City Manager to approve Change Order #2 with LCR Earthwork & Engineering, Corp. in the amount of $130,609.28 for the additional asphalt and concrete work added for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153 -DE-23).

2. Accept as complete the work performed by LCR Earthwork & Engineering, Corp. for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23).

Attachments: Attachment No. 1- VoH Project Map.pdf

R. Final Acceptance of Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23) **25-0602**

Accept as complete the work performed by NR Development Inc. for the Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23).

S. Final Acceptance of Installation of Shade Structures at Various Parks Project (SB-106-PW-23) **25-0603**

Accept as complete the work performed by NR Development Inc. for the Installation of Shade Structure at Various Parks Project (SB-106-PW-23).

T. Final Acceptance of ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23) **25-0604**

Accept as complete the work performed by Ortco Inc. for the ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23).

U. Police Department Monthly Information Update **25-0606**

Accept the Police Department monthly information update for August 2025.

Attachments: Attachment No. 1- August 2025 Report for City Council Rev2.pptx

V. Purchase of 800 MHz Radios and Accessories for the Police Dispatch Center **25-0610**

1. Authorize the Purchasing Division to "Piggy-Back" from the Sourcewell contract 042021 for the purchase of the Motorola 800 MHz radios, software, and related accessories per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) for the Police Dispatch Center.

2. Approve the purchase from Motorola Solutions in the amount of $125,693.53.

Attachments: Attachment No. 1- Sourcewell - Motorola Contract Extension #0402021.pdf
Attachment No. 2- Motorola Quote 3298130.pdf

W. Fontana Police CAD/RMS System Selection Consultant Services Funding Request **25-0611**

1. Approve an appropriation in the amount of $200,000.00 from the Federal Asset Seizure Fund #223.

2. Authorize the Purchasing Department to proceed with collecting bids for the CAD/RMS System Selection Consultant Services.

Attachments: Attachment No. 1- RFP CAD RMS Consultant.pdf

X. American Rescue Plan Act Expenditure Plan Quarterly Report **25-0620**

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

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

Y. Accept Donation from County Supervisor Jesse Armendarez (2025 Veteran's Day Celebration) **25-0623**

Accept donation from County Supervisor Jesse Armendarez in the amount of $1,000 for use towards the 2025 Veteran's Day Celebration.

Attachments: Attachment No. 1- County Supervisor Jesse Armendarez (2025 Veteran's Day Celebration).pdf

Z. Accept Donation from Adam Perez (2025 Veteran's Day Celebration) **25-0624**

Accept donation from Adam Perez in the amount of $1,000 for use towards the 2025 Veteran's Day Celebration.

Attachments: Attachment No. 1- Adam Perez (2025 Veteran's Day Celebration).pdf

AA. Out-Of-Area Sewer Service Agreement (ANX No. 24-0001), between the City of Fontana and Jose Felix Garcia, for the sewer service provided by the City of Fontana to 9266 Poplar Avenue (APN: 0233-271-08), pursuant to a Statutory Exemption in accordance with CEQA Guidelines Section No 15268(b)(4). **25-0629**

1. Find that the project is Exempt pursuant to Section No. 15268(b)(4) (Ministerial Project, Utility Connection) of the California Environmental Quality Act (CEQA) and, direct staff to file a Notice of Exemption; and,

2. Approve and authorize the City Manager to execute an Out-Of- Area Sewer Service Agreement (ANX No. 24-0001) with Jose Felix Garcia, for the provision of sewer service to an existing single-family residence located at 9266 Poplar Avenue, within the Western Sphere of influence of the City of Fontana.

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Out-Of-Service Contract Agreement
Attachment No. 3 - Notice of Exemption

AB. Second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana. **25-0631**

Approve second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana.

Attachments: Attachment No. 1- 2nd Amendment to Agreement.docx

AC. Resolution of the City Council of The City of Fontana, California, approving an amendment to the agreement for services between The City of Fontana and AMPAC Business Capital **25-0632**

City Council adopt **Resolution No. 2025-103**, approving the Amendment to the Agreement for Services Between the City of Fontana and AmPac Tri-State CDC doing business as Ampac Business Capital

Attachments: Attachment No. 1- Reso. Amendment to Agreement with AmPac-c1.pdf
Attachment No. 2- AMPAC Amendment-c1.pdf
Attachment No. 3- AmPac City of Fontana Empowerment RLF Program Loan Documents Table of Contents-c1.pdf
Attachment No. 4- Business Loan Agreement Template- Empowerment RLF Program-c1.pdf
Attachment No. 5- Promissory Note Template- Fontana Empowerment RLF Program-c1.pdf
Attachment No. 6- W_OG - Security Agreement W_O Guarantor Template-c1.pdf
Attachment No. 7- Ent- Unconditional Guarantee by Entity Template- Empowerment RLF Program-c1.pdf
Attachment No. 8- Disbursement Request and Authorization Template-c1.pdf
Attachment No. 09- Autho Agreement for Pre-Authorization Payment Form Template (ACH Debit)-c1.pdf
Attachment No. 10- IRS Form W-9 Template rev March 2024-c1.pdf
Attachment No. 11- Advertising Marketing Release Form Template- Emp RLF-c1.pdf
Attachment No. 12- Certification of Identity Template-c1.pdf
Attachment No. 13-

AD. Memorandum of Understanding between the County of San Bernardino, the City of Fontana, and participating cities for the property located at 11109 Jasmine Street. **25-0634**

1. Approve the Memorandum of Understanding (MOU) between the City of Fontana, the County of San Bernardino, and the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland for the operation of the West End Navigation Center for a term of ten (10) years from the effective date, at an initial annual cost of $1,000,000 to the City of Fontana.

2. Authorize the City Manager, or designee, to execute the MOU and related documents necessary to implement participation.

Attachments: Attachment No. 1 - Multi-Agency MOU - Regional Navigation Center FINAL.pdf

PUBLIC HEARINGS:

To speak on Public Hearing Items, submit comments via e-mail at publiccomments@fontanaca.gov. In the subject of your e-mail please indicate whether you are in favor or opposition of the item. Comments must be received no later than 12:00 P.M. on the day of the meeting. Comments of no more than three (3) minutes will be read into the record at the appropriate time during the meeting. If you challenge in court any action taken

concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

(a) hearing opened (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. **Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 11110-331-13 and 1110-331-25.** 25-0529

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

Attachments: Attachment No. 1 - Vicinity Map
Attachment No. 2 - Appellant Letter
Attachment No. 3 - Response to SAFER Comment Letters
Attachment No. 4 - Planning Commission Package
Attachment No. 5 - Planning Commission Minutes of August 19 2025
Attachment No. 6 - Clerk of the Board Filing Receipt for MCN23-010
Attachment No. 7 - Public Hearing Notice

NEW BUSINESS:

A. New Business

A. Fiscal Year 2025-26 First Quarter Budget Status Report 25-0565

Approve the recommended Fiscal Year 2025-26 First Quarter Budget adjustments.

Attachments: FY25-26 First Quarter Budget Status Report.pdf

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on December 9, 2025 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

File #: 25-0617
Agenda #: A.

Agenda Date: 10/28/2025
Category: Closed Session

Closed Session

Tuesday, October 28, 2025

1:00 P.M.

City Hall - Executive Conference Room

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0625
Agenda #: A.

Agenda Date: 10/28/2025
Category: Special Presentation

Ceremonial Items

Tuesday, October 28, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0552
Agenda #: B.

Agenda Date: 10/28/2025
Category: Special Presentation

Ceremonial Items

Tuesday, October 28, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

File #: 25-0619
Agenda #: C.

Agenda Date: 10/28/2025
Category: Special Presentation

Ceremonial Items

Tuesday, October 28, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

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John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0618
Agenda #: D.

Agenda Date: 10/28/2025
Category: Special Presentation

Ceremonial Items

Tuesday, October 28, 2025

2:00 P.M.

Grover W. Taylor Council Chambers

City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus “Jesse” Sandoval, Council Member

Phillip W. Cothran., Council Member

File #: 25-0614
Agenda #: A.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Approval of Minutes

RECOMMENDATION:
Approve the minutes of the October 14, 2025, Regular City Council Meeting.

COUNCIL GOALS:

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

DISCUSSION:
The City Council will consider approval of the minutes of the October 14, 2025, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:
None.

MOTION:
Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Minutes

Tuesday, October 14, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

WORKSHOP:

A. 12:00 P.M. City Council Workshop

PUBLIC COMMUNICATION - CLOSED SESSION:

The Workshop of the Fontana City Council was held on Tuesday, October 14, 2025, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335. Mayor Warren called the Workshop to order at 12:04 p.m. with all members of the City Council present except for Council Member Cothran.

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

A. Goals Presentations

Deputy City Manager, Ray Ebert provided the City Council with an update on priority goals identified during the February 2025 goal setting session.

CLOSED SESSION:

A. 12:30 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, October 14, 2025.

Mayor Warren called the meeting to order at 12:30 p.m. with all members of the City Council present except for Council Member Cothran.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Inland Coalition for Immigrant Justice v. City of Fontana

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Acevedo III, Constantino J. vs. City of Fontana; Civil Action No. 5:23-cv-01923-JGB (SHKx)

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)
Case: Alford, Diane vs. City of Fontana; Case No. CIVSB2401102

4. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization: Police Management Association

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, October 14, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:04 p.m.

ROLL CALL:

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

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

ABSENT: Council Member Cothran

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CLOSED SESSION ANNOUNCEMENT:

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

CEREMONIAL ITEMS/PRESENTATIONS:

A. Mayor Warren and City Council to recognize, Jose Luis Ruiz, CEO of La Carniceria.

Mayor Warren and the City Council recognized, Jose Luis Ruiz, CEO of La Carniceria.

B. Mayor Warren and City Council to proclaim Code Compliance Week and recognize Code Compliance Employee of the Year.

Mayor Warren and City Council proclaimed the second week of October as Code Compliance Week, and Code Compliance Manager Sandra Pelayo presented the Employee of the Year Award to Code Compliance Supervisor, Jason Barber.

C. Mayor Warren and City Council to proclaim October as National Community Planning Month and recognize Planning's Employee of the Year.

Mayor Warren and City Council proclaimed October 2025 as National Community Planning Month. Planning Commission Chair, Idilio Sanchez accepted the proclamation and Director of Planning Patty Nevins presented the Employee of the Year Award to Assistant Planner, Mai Thao.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Ada spoke as a concerned parent and grandparent regarding student safety at Fontana schools. Requested equitable funding for emergency lanyards, security cameras, radios, and secured gates across all campuses. Urged the City and Fontana Unified School District to prioritize safety for all students.

Grace represented 264 parents and residents requesting immediate traffic safety improvements at Mango Avenue and Wabash Avenue near Mango Elementary School. Cited ongoing speeding and unsafe crossings. Requested the City conduct a formal traffic study and install permanent safety measures.

Deborah Hall Lindsay, representative from Community Baptist Church announced upcoming community events: a free Voter Empowerment Education Workshop on October 18, 2025, and a concert featuring the African Youth Choir on October 24, 2025, at Community Baptist Church. Encouraged community participation and voter education.

Richard Granados, Kiwanis Club of Fontana announced the Kiwanis Club's 4th Annual Mental Health Awareness Conference to be held October 18, 2025, at the Steelworkers' Auditorium. Highlighted the Club's ongoing commitment to youth programs and mental health education in partnership with local organizations and public safety departments.

Melanie Smith Austin introduced herself as a Doctor of Social Work candidate at California Baptist University studying faith-based collaboration in community services. Requested input from the City regarding strategies for effectively engaging faith-based organizations in social support initiatives.

Mark Nuaimi, Water of Life Community Church commended the City for progress on its Homeless Solutions Action Plan and collaborative partnerships addressing homelessness. Reported outcomes from Water of Life's transitional housing program, noting 29 families served and an 86% transition rate to permanent housing. Shared plans for additional transitional housing development.

CONSENT CALENDAR:

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

A. Approval of Minutes **25-0560**

Approve the minutes of the September 23, 2025, Regular City Council Meeting.

B. Prohousing Designation Program Reapplication **25-0468**

1. Adopt **Resolution No. 2025-094**, a Resolution of the City Council of the City of Fontana authorizing re-application to, and participation in, the Prohousing Designation Program.

2. Authorize the City Manager to execute any documents necessary or appropriate as required for re-application to and participation in the program.

C. Acceptance of Final Map for Parcel Map No. 20669 and Abandonment of a Certain Portion of an Easement for Sewer and Drainage **25-0505**

1. Accept Parcel Map No. 20669, located at the southwest corner of Valley Boulevard Avenue and Juniper Avenue, north of Washington Drive.

2. Accept as public dedicated streets and easements associated with the map.

3. Authorize the Mayor and City Clerk to certify the abandonment of a certain portion of an easement for sewer and drainage.

D. 2026 Selective Traffic Enforcement Program Grant Award **25-0506**

1. Accept the 2026 State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant, number PT26030 in the amount of $335,000.

2. Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

E. Annual Placement of Weed Abatement Charges on the Property Tax Rolls **25-0513**

Adopt **Resolution No. 2025-095,** to replace and repeal Resolution No. 2025-041 of the City Council of the City of Fontana, California, directing the placement of weed abatement charges on the property tax bills for collection.

F. Annual Placement of Nuisance Abatement Charges on the Property Tax Rolls **25-0514**

Adopt **Resolution No. 2025-096,** of the City Council of the City of Fontana, California, directing the placement of Nuisance abatement charges on the property tax bills for collection for FY2025/2026.

G. 2024 Homeland Security Grant Program (HSGP) **25-0531**

Accept the 2024 Homeland Security Grant Program subrecipient award in the amount $57,927 from the Office of Homeland Security.
Authorize the Chief of Police or his designee to sign all related grant documents including extensions or modifications for the grant; and expend funds as outlined in the grant agreement.

H. Award a Contract for Fire Station 77 Restroom Remodel Project (PW-26-02-SB) **25-0532**

Award and Authorize the City Manager to execute a contract with MCO

Development Inc. of Irvine, CA in the amount of $392,000.00 for the Fire Station 77 Restroom Remodel and authorize a contingency (10%) in the amount of $39,200.00.

I. Final Acceptance of Perimeter Street and Sewer Improvements for Tract No. 20382 and Perimeter Street Improvements for Tract No. 20397 **25-0534**

1. Accept as complete the perimeter street and sewer improvements for Tract No. 20382 along Foothill Boulevard, and perimeter street improvements for Tract No. 20397 along Banana Avenue.

2. Adopt **Resolution No. 2025-097,** accepting sewers in Tract No. 20382 as part of the City sewer system.

J. Approve Invoice from the City of Rancho Cucamonga for Right of Way Services Related to the San Sevaine Trail Phase 1, Segment 2 Project **25-0543**

Authorize the City Manager to approve Invoice CINV-001415 from the City of Rancho Cucamonga for Right of Way Services related to the San Sevaine Trail Phase 1, Segment 2 Project.

K. Award a Construction Contract for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (DE-25-182-CC) **25-0545**

1. Award bid and authorize City Manager to execute construction contract with Gentry General Engineering, Inc. for the construction of the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC)

in the amount of $99,346.80 and authorize a 10% contingency in the amount of $9,934.68 (Bid No. DE-25-182-CC).

2. Approve and authorize the City Manager to execute any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Bus Pad (Transit Stop Improvements) TDA 2023 Project (Bid No. DE-25-182-CC).

3. Appropriate $40,000.00 from Measure I, Local Fund (Fund 246) to Project 37600069, Bus Pad (Transit Stop Improvements) TDA 2023 Project.

L. Authorize the Renewal of Managed Print Services Agreement with HP Inc. for Citywide Printing, Maintenance, and Repair Services **25-0547**

1. Approve and authorize the City Manager to execute a contract of the City's Managed Print Services Agreement with HP Inc., under the NASPO ValuePoint Master Agreement and California Participating Addendum, to maintain the established fixed-rate structure.

2. Authorize the City Manager to execute any future amendments to the Managed Print Services Agreement, as needed, during the renewal period.

M. Final Acceptance of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB) **25-0563**

Accept as complete the work performed by Weka, Inc. for the construction of the Courtplace Housing Development (Infrastructure Improvements) Project (DE-24-124-SB).

N. Adoption of Homeless Solutions Action Plan Update **25-0563**

Adopt **Resolution No. 2025-098**, Homelessness Solutions Action Plan Update and direct staff to implement strategies laid out in plan.

O. Approve Second Contract Change Order for Reconstructing Two Curb Ramps located at the Northeast and Southeast Corners for the Construction of Traffic Signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC **25-0577**

1. Approve second contract change order for reconstructing two curb ramps located at the northeast and southeast corners for the construction of traffic signal at Duncan Canyon Road/Citrus Avenue, as part of the Reimbursement Agreement with HDO4, LLC.

2. Approve appropriation and allocate the amount of $3,901.14 from Fund 604 - Measure T.

P. Purchase and Sale Agreement-16641 & 16643 Orange Way 25-0585

1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16641 & 16643 Orange Fontana, CA 92335 specifically described as APN 0191-251-21 & 0191-251-06 in the amount of $7,500,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 0191-251-21 & 0191-251-06 comprised of approximately 34,000 sq. ft. on two parcels of land totaling approx. 67,691 sq. ft ("Property") from Landexcorp, LLC, A California Limited Liability Company.

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

Q. Resolution of the City Council of the City Of Fontana, California Approving a Second Amendment to the First Amended and Restated Billboard Relocation Agreement Between the City Of Fontana and Lamar Central Outdoor LLC to Update Certain Relocated Sign Locations **25-0590**

City Council adopt **Resolution No. 2025-099**, approving the Second Amendment to the First Amended and Restated Billboard Relocation Agreement with Lamar Central Outdoor, LLC, to update the locations for Location 2 and Location 4, and authorizing the City Manager to execute all necessary documents to effectuate this amendment.

PUBLIC HEARINGS:

A. Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, allowance for certain temporary buildings during commercial reconstruction or remodeling, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses, pursuant to a categorical exemption in accordance with CEQA Guidelines Sections 15060(C), 15061(B)(3) and Section 15378. **25-0441**

1. Determine that this Ordinance is not a project pursuant to Sections 15060(C), 15061(B)(3) and 15378 of the State of California Environmental

Quality Act (CEQA) Guidelines, Section No. 3.22 and 3.04 of the 2019 Local Guideline for Implementing CEQA, because it does not have potential for resulting in physical change in the environment, directly or indirectly, and it can be determined with certainty that there is no possibility that the activity in question may have significant effect on the environment and is therefore not subject to CEQA; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1973,** an Ordinance of the City Council of the City of Fontana approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and

   33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts; and the reading of the title constitutes the first thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Associate Planner, Cecily Session- Goins provided the staff report.

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

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

B. Quarterly Lien Action for Delinquent Sewer, Solid Waste and Weed Abatement Accounts **25-0511**

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

2. Adopt **Resolution No. 2025-100,** of the City Council of the City of Fontana authorizing the collection of certain annual wastewater and solid waste service charges, including delinquent charges for each service, on the County property tax rolls and determining and record liens against current delinquent parcels.

3. Adopt **Resolution No. 2025-101** of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Chief Financial Officer, Jessica Brown provided the staff report.

Council Member Sandoval inquired about the collection process for delinquent accounts. Staff explained that delinquent accounts are first placed as liens, and if not paid by July 1, they are then added to the property tax roll.

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

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

C. Adoption of the 2025 Edition of the California Building Code and Corresponding Base Model Codes **25-0556**

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 2025 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 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California

Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2024 International Residential Code; and the 2024 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. 1975**, 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 2025 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 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code: and that the reading of the title constitutes the first reading thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Permit Supervisor, Ultima Andrews provided the staff report.

Council Member Roberts asked which edition of the Uniform Fire Code is currently in use. Staff responded that the 2022 edition is being used.

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

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

Mayor Warren noted that the meeting would include an adjournment in memory of Deacon Sam Gordon.

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

City Manager Matt Ballantyne congratulated Water of Life Church on its 35th anniversary and announced the 17th anniversary celebration of the North Fontana Skate Park was scheduled for Saturday, October 18, from 10 a.m. to 4 p.m.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasurer Koehler-Brooks congratulated Water of Life Church on their 35th anniversary and community contributions.

City Clerk Key thanked the City Council and faith-based community for assisting with a visiting student's school research project.

Mayor Pro Tem Garcia reported on attending the League of Cities Annual Conference in Long Beach, commended Water of Life Church for its support of the community and provided an update on the Mango Elementary School traffic study, noting ongoing collaboration with the City's Engineering Department and the Fontana Unified School District to assess potential safety improvements.

Council Member Sandoval had no comments.

Council Member Roberts recognized Water of Life Church for its assistance to residents, particularly the homeless community, and suggested communicating traffic study updates to concerned residents.

Mayor Warren emphasized the City's collaborative efforts with agencies and faith-based organizations to address community safety, homelessness, and youth programs. Mayor Warren highlighted City Link's ongoing work and expansion plans to support homeless residents and noted participation in various events including the Living Faith & Angelica Church's 15th anniversary and a Community Leaders of America meeting in South Dakota. Upcoming initiatives include the Stage Red Inaugural Gala on October 29th to support youth music education in Fontana and the Mayor's Great Futures Gala at the Fontana Boys & Girls Club on October 25th.

ADJOURNMENT:

A. Adjournment

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

1. Deacon Sammy Eddie Gordo
2. Anthony J. Lardieri Sr.

Mayor Warren adjourned the meeting at 3:26 p.m. to the Regular City Council Meeting on Tuesday, October 28, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

_____
Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON OCTOBER 28, 2025.

_____
Germaine Key
City Clerk

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0615
Agenda #: B.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1973 (Second Reading), Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code.

RECOMMENDATION:
Conduct a second reading by title only and adopt **Ordinance No. 1973**, approving Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008 to amend Chapters 26, 30 (Zoning and Development Code) and 33 of the Fontana Municipal Code, including modifications to the restaurant definition and operating standards, temporary use permits for temporary offices, development standards for the R-4 zone and overlay, administrative procedures for administrative site plan and design review entitlements, tentative parcel map and tentative tract map time extensions and curbside delivery for cannabis retail storefronts.

COUCIL GOALS:
- Promote economic development by pursuing business attraction, retention, and expansion.
- 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:
Ordinance No. 1973 was introduced by a vote of 4-0 at the October 14, 2025, Regular City Council Meeting.

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

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1973

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AMENDMENTS TO VARIOUS SECTIONS OF THE FONTANA MUNICIPAL CODE, INCLUDING SECTION 26-58 PERTAINING TO APPROVING BODIES FOR TENTATIVE PARCEL MAPS AND TENTATIVE TRACT MAPS; SECTION 30-12 PERTAINING TO THE DEFINITION OF "RESTAURANT"; SECTIONS 30-100 AND 30-110 PERTAINING TO PROJECTS SUBJECT TO ADMINISTRATIVE SITE PLAN AMENDMENTS AND MODIFICATIONS; SECTIONS 30-125, 30-128 AND 30-139 TO REMOVE OR REVISE REQUIREMENTS FOR DESIGN REVIEW AMENDMENTS AND MODIFICATIONS; SECTION 30-256 PERTAINING TO TEMPORARY USE PERMITS FOR TEMPORARY COMMERCIAL BUILDINGS; SECTION 30-310 PERTAINING TO TIME EXTENSION APPROVALS FOR TENTATIVE TRACT MAPS; TABLE 30-359.A. TO REVISE LAND USES RELATED TO RESTAURANTS AND ALCOHOL SALES; SECTION 30-360 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SECTION 30-447 PERTAINING TO THE NUMBER OF BEDROOMS IN DWELLINGS IN THE R-4 ZONING DISTRICT; SECTION 30-448 PERTAINING TO BUILDING SEPARATION REQUIREMENT FOR PROJECTS IN THE R-4 OVERLAY DISTRICT; SECTION 30-491 PERTAINING TO OPERATIONAL STANDARDS FOR RESTAURANTS SERVING ALCOHOL; SECTION 33-30 TO EXPLICITLY ALLOW CURBSIDE DELIVERY FOR CANNABIS STOREFRONT RETAIL BUSINESSES, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTIONS 15060(C), 15061(B)(3), AND SECTION 15378.

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

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

WHEREAS, the City of Fontana ("City") desires to restate without substantive revision, amend and recodify certain ordinances codified in the Fontana Municipal Code ("Code") through Municipal Code Amendment ("MCA") No. 25-0008; and

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

WHEREAS, Section 26-58. Expiration of approval. is amended to authorize the original approving body for tentative parcel maps and tentative tract maps to approve time extensions; and

WHEREAS, Section 30-12. – List of definitions. is amended to clarify the definition of a restaurant; and

WHEREAS, Section 30-100. – Reserved. is amended to include projects subject to an administrative site plan amendment; and

WHEREAS, Section 30-110. – Reserved. is amended to include projects subject to an administrative site plan modification; and

WHEREAS, Section 30-125. – Purpose. is amended remove requirements for a design review amendment; and

WHEREAS, Section 30-128. – Reserved. is amended to include projects subject to a design review amendment; and

WHEREAS, Section 30-139. – Reserved. is amended to include projects subject to a design review modification; and

WHEREAS, Section 30-256. – Types of temporary use applications and conditions. is amended to allow temporary commercial buildings on the site of an existing commercial business during reconstruction or remodeling; and

WHEREAS, Section 30-310. – Authority. is amended to authorize the Director of Planning to approve time extensions for tentative tract maps; and

WHEREAS, Table 30-359.A. – Land Uses. is amended to revise land uses related to restaurants and alcohol sales; and

WHEREAS, Section 30-360. – Special use regulation. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 30-447. – Residential development standards. is amended to remove the limitation on the number of bedrooms per residential unit in the R-4 zoning district; and

WHEREAS, Section 30-448. – Multiple-family building separation requirement. is amended to include a provision for building separation from the R-1 zoning district for development in the R-4 Overlay district; and

WHEREAS, Section 30-491. – Special use regulations*. is amended to include operational standards for restaurants serving alcohol; and

WHEREAS, Section 33.30. – Additional operational regulations for storefront retail. is amended to explicitly allow curbside delivery on the site of cannabis storefront retail and to provide operational standards for such activity; and

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

WHEREAS, the amendments in MCA No. 25-0008 are consistent and compatible with the General Plan and are in line with goals, policies and objectives of the City; the Housing Element policies and the Zoning and Development Code; and

WHEREAS, the amendments in MCA No. 25-0008 are in conformity with appropriate land use practices and will establish appropriate development standards for the land use designations; and

WHEREAS, the amendments in MCA No. 25-0008 are attached hereto as Exhibit "A" and incorporated herein by reference, will not be detrimental to the public health, safety and general welfare, nor will it adversely affect the orderly development of property; and

WHEREAS, the amendments in MCA No. 25-0008 will better express the City's policies and will generally promote good land use planning and regulation; and

WHEREAS, on September 16, 2025, the Planning Commission held a public meeting on MCA No. 25-0008 where it received evidence and public testimony on the Code amendments and recommended that the Fontana City Council ("City Council") determine that the amendments are exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption), and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA because the procedural revisions to the Municipal Code are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As such, where, as here, it can be with certainty that there is no possibility that the procedural revisions to the Code may have a significant effect on the environment, the Code amendments are not subject to CEQA

WHEREAS, the Planning Commission carefully considered all evidence and testimony presented at its public hearing on September 16, 2025 regarding MCA No. 25-0008 and approved Resolution No. 2025-029 recommending that the City Council adopt the modifications to the Zoning and Development Code contained therein; and

WHEREAS, on October 14, 2025, the City Council held a public hearing on MCA No. 25-0008 where it received evidence and public testimony pertaining to the Zoning and Development Code amendments as well as documentation from the Planning Commission's public hearing on September 16, 2025; and

WHEREAS, the City Council carefully considered all information pertaining to MCA No. 25-0008 presented at its public hearing on October 14, 2025; and

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

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

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

Section 2. CEQA. City Council hereby determine that this ordinance is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c), 15061(B)(3) (the common-sense exemption),15378 and Sections No. 3.01, 3.22, and 10.59 of the 2019 Local Guidelines for Implementing CEQA, because the procedural revisions to the Municipal Code are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As such, where, as here, it can be with certainty that there is no possibility that the procedural revisions to the Municipal Code may have a significant effect on the environment, the Municipal Code amendments are not subject to CEQA. Therefore, the City Council hereby directs staff to file a notice of exemption.

Section 3. Development Code Amendment Findings. The City Council hereby makes the following findings for Municipal Code Amendment No. 25-0008 accordance with Section 30-40 “Purpose” of the Fontana Zoning and Development Code:

Finding:	**A Zoning and Development Code may be amended by changing the development standards (text) or zoning designation map boundaries of any zone whenever such an amendment is deemed necessary to protect or promote the public's health, safety or general welfare or when modification is viewed as appropriate in the context of generally accepted planning principles, surrounding land uses, and the General Plan.**
Findings of Fact:	The Municipal code amendments clarify and streamline the City’s development requirements and processes and facilitate housing and commercial development. As such, the municipal code amendments promote the General Plan goals of adequate housing to meet the needs of all residents in Fontana. Furthermore, the amendments promote a diversified economy.

Section 4. Development Code Amendment Approval. Based on the foregoing, the City Council hereby approves the amendments as set forth in MCA No. 25-0008, which is attached hereto as **Exhibit “A”** and incorporated herein by reference as fully set forth herein.

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

Section 6. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

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

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

APPROVED AND ADOPTED this 28th day of October 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 14th day of October 2025, and was finally passed and adopted not less than five days thereafter on the 28th day of October 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

EXHIBIT "A"

Amendments to Chapter 30 of the Municipal Code
(Deletions are shown as ~~strike outs~~. Additions are shown as underlines.)

Chapter 26 – SUBDIVISIONS

DIVISION 2. – TENTATIVE TRACT MAP REQUIREMENTS

Sec. 26-58. Expiration of approval.

(a) An approved tentative tract map shall expire 24 months after its approval, unless this time period is otherwise extended pursuant to this section or pursuant to any provision of the Subdivision Map Act as enacted or subsequently amended, but in no event shall an approved tentative tract map be valid beyond 15 years from the date it was first approved.

(b) In addition to the time period set forth in subsection (a) of this section and upon application of the subdivider filed prior to expiration of the approved tentative tract map, an additional period of time, not to exceed five years, may be granted by the ~~planning commission~~ Director of Planning. When an application is filed pursuant to this subsection, the map shall automatically be extended for 60 days or until the ~~planning commission~~ Director of Planning approves, conditionally approves, or denies the application for the extension.

(c) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative tract map, is in existence; provided, however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time the moratorium was imposed. However, if the remaining time is less than 120 calendar days, the map shall be valid for 120 calendar days following the termination of the moratorium. For purposes of this section, a development moratorium shall include a water or sewer moratorium, as well as other actions of public agencies which regulate land use, development or the provision of services to the land, including those of school and fire districts.

(d) The period of time specified in subsections (a) and (b) of this section shall not include any period of time during which a lawsuit involving the approval of the tentative tract map is or was pending in a court of competent jurisdiction if, upon application of the subdivider and upon conclusive proof of the existence of such lawsuit, the planning commission agrees, in accordance with California Government Code § 66452.6(c), to stay such time period. Within 40 days after

receiving the application, the city shall either stay the time period for up to five years or deny the requested stay. The planning commission shall determine whether the conditions of approval imposed at the time the tentative tract map was first approved are sufficient to protect the health, safety and welfare of the general public. The planning commission has the right to amend, modify or delete such conditions of approval as a condition of the requested stay.

(e) If the subdivider is required to expend $125,000.00 or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, upon the filing of a final map, the expiration of the tentative tract map shall be extended by 36 months from the date of its expiration or the date of the previously filed final map, whichever is later. This subsection shall apply only to situations wherein multiple final maps are filed with the city. The extension provided in this subsection shall not extend the tentative map more than ten years from its date of approval. Nothing in this subsection limits the authority of the planning commission to impose reasonable conditions to the filing of multiple final maps.

(f) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act, the expiration date of any tentative tract map that did not expire before September 13, 1993, shall be extended by 24 months.

(g) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act the expiration date of any tentative tract map that did not expire before May 15, 1996, shall be extended by 12 months.

(h) In addition to any other extension of time provided by this section or provided by the Subdivision Map Act any tentative tract map that would have expired on or after March 3, 2020 and before December 31, 2020, shall be extended by 12 months.

(i) Subject to the 15 year time limit set forth in subsection (a) of this section, a tentative tract map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of the California Government Code may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. Such extension occurs upon the filing of each final map authorized by Government Code § 66456.1.

Sec. 30-12. – List of definitions.

…

Restaurant means an establishment where food ~~and drink~~ is freshly prepared, cooked, and served to order and consumed primarily within the main building~~, and building or portion thereof where food and/or beverages are sold in a form ready for consumption and where all or a significant portion of the consumption takes place or is designated to take place outside the confines of the building, often in a motor vehicle.~~ and where at least 65 percent of the quarterly gross receipts are from the sale of food products/meals that include freshly prepared food items available for consumption on the premises during all hours the establishment is open for business. Restaurants maintain suitable kitchen facilities for cooking and/or preparing an assortment of foods for meals along with the proper amount of refrigeration and/or heating for keeping of food. The service of pre-packaged items (e.g. sandwiches, salads, etc.) does not qualify within the definition of a restaurant. Restaurants do not include any live entertainment, disc jockey, amplified music, karaoke, electronic arcade, amusement games, pool tables, dart boards, dancing, dance floor, or dance area provided on the premises.

…

Subdivision III. – Administrative Site Plan – Amendment

Sec. 30-100. ~~Reserved~~ Projects subject to administrative site plan - amendment.

~~Editor's note(s)—Ord. No. 1906, § 28, adopted Oct. 25, 2022, repealed § 30-100, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for amendments to administrative site plans are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or

modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved administrative site plan shall be approved by the Director of Planning or his/her designee. Upon the submittal of an application, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, adding or deleting elements such as balconies, dormers, porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan amendment.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval

may be approved by the Director of Planning administratively. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision IV. – Administrative Site Plan Modification

Sec. 30-110. ~~Reserved~~. Projects subject to administrative site plan – modification.

~~Editor's note(s)—Ord. No. 1906, § 31, adopted Oct. 25, 2022, repealed § 30-110, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for administrative site plan – modification are required for commercial, industrial, and institutional projects with a previously approved administrative site plan entitlement that has not yet expired, is currently under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously approved building totaling less than 1% of the total building area.

(b) Modifications to an administrative site plan shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed modification will be referred to the approving body for approval or approved administratively. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan (such as changing the size, shape, or position of a building on a project site) or architectural elevations (such as changes in building height or massing, altering the exterior building materials, or adding or deleting elements like balconies, dormers,

porches, etc.) shall be referred to the approving body for review and approval of an administrative site plan modification.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application.

Subdivision II. – Design Review - Amendment

Sec. 30-125. Purpose.

(a) The purpose and intent of the design review, amendment process is to assure that projects comply with all applicable City standards and ordinances, and are not detrimental to the public health, safety, or welfare, or are materially injurious to properties or improvements in the immediate vicinity. Projects eligible for an amendment are for any non-expired approved entitlements for design review on undeveloped sites pursuant to the amendment procedures herein.

~~(b) Amendments to an approved design or administrative site plan review shall be approved by the approving body or the Director of Community Development or~~

~~his/her designee. Upon written request from an applicant, the Director of Community Development shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Manager of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:~~

~~(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval~~

~~(2) Changes to architectural features that are not significant in nature such as window treatments, shifting of windows or minor change in window size or decorative trim, the shifting of parking spaces on site that do not reduce the number of required parking spaces or site improvements that enhance the site in regard to the aesthetics, public safety and/or security can be reviewed and approved administratively.~~

~~(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.~~

Sec. 30-128. ~~Reserved~~ <u>Projects subject to design review - amendment</u>.

~~Editor's note(s)—Ord. No. 1906, § 35, adopted Oct. 25, 2022, repealed § 30-128, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) <u>Applications for design review – amendment are required for projects with a previously approved design review entitlement that has not yet expired, is not under construction or developed, and which may or may not involve the issuance of a building permit for construction, including:</u>

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation of or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Amendments to an approved design review shall be approved by the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved amendments to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval of a design review.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project’s operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review or administrative site plan application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of

the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews and administrative site plan applications which are five years or older from the date of approval may be approved by the Director of Community Development. The Director of Community Development may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-132.

Subdivision III. – Design Review Modification

Sec. 30-139. ~~Reserved~~ Projects subject to design review - modification.

~~Editor's note(s)—Ord. No. 1906, § 37, adopted Oct. 25, 2022, repealed § 30-139, which pertained to Development Advisory Board (DAB) review and derived from Prior Code.~~

(a) Applications for design review – modification are required for projects with a previously approved design review entitlement that has not yet expired, is under construction or already developed, and which may or may not involve the issuance of a building permit for construction, including:

(1) Major façade changes that include significant structural changes, such as the changes to the location of windows and doors, roof pitch or structure, building materials, etc.

(2) Major site plan changes, such as relocation of buildings, but not including the relocation or modifications to parking spaces where such relocation or modification reduces the number of parking spaces below the required number of parking spaces.

(3) The addition of square footage to a previously-approved building totaling less than 1% of the total building area.

(b) Modifications to an approved design review shall be approved by the approving body or the Director of Planning or his/her designee. Upon written request from an applicant, the Director of Planning shall have the discretion to determine if the proposed amendment will be referred to the approving body for approval or approved administratively. Administratively approved modifications to a design review originally approved by the Planning Commission shall be placed on the Planning Commission agenda under the Director of Planning report for

informational purposes. The following parameters shall be used to guide the Director of Planning's decision:

(1) Changes to conditions of approval, increases in the square footage, and significant changes to either the site plan or architectural elevations shall be referred to the approving body for review and approval.

(2) Changes to the following may be reviewed and approved administratively by the Director of Planning:

a. Architectural features that are not significant in nature (i.e. window treatments, shifting of windows or minor changes in window size, decorative trim, or numbers, the shifting of parking spaces on site that do not reduce the number of required parking spaces below the minimum required by the Article XI or the applicable specific plan, etc.)

b. Minor site improvements that enhance the site regarding the aesthetics, public safety and/or security.

c. Project features not visible from the public right-of-way and that do not result in a material change to the project's operational characteristics, scale intensity or fundamental design intent as originally approved.

(3) Within five years of the original design review application, color combinations and color schemes for commercial and industrial buildings shall not be modified or changed without prior approval of the original approving body by a revision to the original application. Minor hue color changes, regardless of the date of the original application and modifications of color combinations and color schemes for design reviews applications which are five years or older from the date of approval may be approved by the Director of Planning. The Director of Planning may refer minor hue color changes to the original approving body for consideration under a revision to the original application. Appeals shall follow provisions of Section 30-33.

DIVISION 18. – TEMPORARY USE

Sec. 30-256. - Types of temporary use applications and conditions.

A temporary use permit shall be required for the following activities and shall be subject to conditions established herein and any other additional conditions as may be prescribed by the Director of Planning. All such uses shall be subject to the sign

regulations within Chapter 3 and zoning regulations within Chapter 30 of the Municipal Code.

…

(12) Temporary commercial buildings on active construction sites in the case of the reconstruction or remodeling of an existing commercial business. The following restrictions shall apply:

a. The Director of Planning may approve a temporary commercial building for the duration of the reconstruction or remodeling project or for up to a maximum period of one year. If the Director of Planning determines that extenuating circumstances have occurred during construction, a one-year extension may be granted.

b. A maximum of one temporary commercial building may be approved to operate a maximum of one business on the site. The business must be appropriately licensed, operating in compliance with all City rules, regulations, and codes, and must have been in operation prior to the start of construction.

c. Installation of the temporary building may occur only after a valid building permit has been issued by the Building and Safety Department.

d. The temporary building installation must meet all requirements and regulations of the County Department of Environmental Health Services and all applicable City departments and other regulating agencies.

e. Temporary buildings installed under the provisions of this section shall be removed from the site within fourteen calendar days of the completion of, and issuance of the Certificate of Occupancy for, the commercial building on the site.

f. The temporary building shall not be installed on required vehicle parking and loading spaces as determined by Article XI. – On-Site Parking and Loading Regulations. Vehicle parking spaces provided on the subject site in excess of the requirements of Article XI may be considered for the installation of the temporary building.

g. The temporary building shall not obstruct access and/or drive aisles on the subject site.

h. Signage for the business on the site shall be reviewed and approved through the Temporary Use Permit and/or Design Review Sign process.

(~~12~~ 13) Other uses and activities that may be needed on a temporary basis or similar to subsections (1) through (~~10~~ 9) above as deemed appropriate by the Director of Planning.

DIVISION 22. – TIME EXTENSION, MAPPING AND PROJECT

Subdivision II. – Time Extension – Tentative Tract Maps

Sec. 30-310. - Authority.

The ~~Planning Commission~~ Director of Planning is authorized to approve or deny applications for time extension for tentative tract maps and to impose conditions upon such approval.

ARTICLE III – FORM BASED CODE

Division 3. – Permitted Land Uses

Table 30-359.A. – Land Uses

	Civic	Station Area	Downtown Gateway	Neighbor-hood	Multi-Family	Trans-itional	Sierra Gateway	Route 66 Gateway	Valley Gateway	Village
…										
Alcohol Beverage Sales										
Alcohol sales for off-site consumption, with or without tasting room	M	M	M	--	--	M	C	C	C	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	M	M	P[S]	--	--	M	P[S]	P[S]	P[S]	M
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control) and with entertainment and/or dancing	--	M	M	--	--	--	M	M	M	--
Alcohol sales for ~~O~~on-site ~~sales~~ consumption, with entertainment and/or dancing and not in connection with restaurant/food hall ("Bona fide Public Eating Place", as defined by the Department of Alcoholic Beverage Control)	--	--	C	--	--	--	C	C	C	--
Manufacturing, including winery or microbrewery with taking room and no restaurant	M	M	M	--	--	M	C	C	C	M
Micro-breweries in connection with restaurant (Brew Pub) (Bona fide Public Eating Place as defined by the Department of Alcohol Beverage Control)	M	M	M	--	--	M	C	C	C	M

Micro-breweries without tasting room	--	--	--	--	--	--	--	--	C	--
…										

ARTICLE III – FORM BASED CODE

DIVISION 3. – PERMITTED LAND USES

Sec. 30-360. Special use regulation.

…

(i) Alcohol sales for on-site consumption, in connection with a restaurant/food hall.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility or other similar uses.

ARTICLE V. – RESIDENTIAL ZONING DISTRICTS

DIVISION 4. DEVELOPMENT STANDARDS FOR PRIMARY DWELLINGS.

Sec. 30-447. Residential development standards.

The following development standards apply to multi-family residential development projects without a commercial component, which are proposed at minimum density of 24.1 to 39 dwelling units per acre within the multiple-family medium/high density residential (R-4) zoning district, and 39.1 to 50 dwelling units per acre in the multiple-family high density residential (R-5) zoning district.

Table No. 30-447 **Residential Development Standards**		
Maximum Density	**R-4**	**R-5**
Maximum permitted number of dwelling units per adjusted gross acre	24.1.0—39.0	39.1—50.0
Lot Dimensions for New Lots, Lot Size, and Lot Coverage	**R-4**	**R-5**
Minimum width at front P/L	200'	200'
Minimum depth	300'	300'
Minimum lot size (sq. ft.)	2 acres	2 acres
Maximum lot coverage (adjusted gross acreage of total site)	70%	70%
Multiple-Family Minimum Dwelling Size (Standard/Market Rate, Senior and Affordable)	**R-4**	**R-5**
Minimum dwelling unit in square feet	550 sq. ft.	550 sq. ft.
Maximum dwelling unit in square feet	1,800 sq. ft.	1,800 sq. ft.
Building Height	**R-4**	**R-5**
Multi-Family	55'	55'
Multi-Family Open Space Requirements	R-4	R-5
Open space, private ground/upper floor (sq. ft.), minimum	120/80	120/80
Open space, common, as a percentage of adjusted gross acreage of project area, minimum	30%	30%
Open space, useable, (combined total of private and common open space), as a percentage of adjusted gross acreage of project area, minimum	35%	35%

Notes:

(1) For existing legal lots smaller than this minimum, see Section 30-414 (lot size conformance).

(2) For the purpose of this section, subterranean or partial subterranean parking shall not be considered a floor/story for the purpose of determining building setbacks.

~~(3) For parcels located in the R-4 district, the number of bedrooms shall be limited to a maximum of two bedrooms per dwelling unit.~~

Sec. 30-448. Multiple-family building separation requirement.

Table No. 30-448 Building Setback and Separation (in feet)		
Front Setback, Building to Public Right-of-Way (streets)	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	0-foot	0-foot
Corner Lot, Side Building Setback to P/L	**R-4**	**R-5**
Major or primary	5-foot	5-foot
Secondary or collector	5-foot	5-foot
Local	5-foot	5-foot
Corner Lot, Side Parking Setbacks to P/L	**R-4**	**R-5**
Major or primary	10-foot	10-foot
Secondary or collector	10-foot	10-foot
Local	10-foot	10-foot
Side Setback (interior), Building, Setback to Adjacent Zoning Districts	**R-4**	**R-5**
R-1	25-foot	25-foot
R-2 (Single-family use)	25-foot	25-foot
R-2 (Multi-family use)	15-foot	15-foot
R-3	10-foot	15-foot
R-4	0-foot	0-foot
R-5	0-foot	0-foot
R-PC, Single-family	75-foot	75-foot
R-PC, Specific plan (b) (single-family/multi-family)	25-foot/ 15-foot	25-foot/ 15-foot
R-E	75-foot	75-foot
P-PF	30-foot	30-foot
C-2	0-foot	0-foot
All other zoning districts, (C-1, RMU, and OS)	20-foot	20-foot
Parking Area and Drive Aisle Setbacks to Adjacent Zoning Districts	**R-4**	**R-5**
All residential	5-foot	5-foot
All other	5-foot	5-foot
Onsite Building to Building Setbacks	**R-4**	**R-5**
Front to front	30-foot	30-foot
Front to side	30-foot	30-foot
Front to rear	30-foot	30-foot
Rear to side	25-foot	25-foot
Rear to rear	20-foot	20-foot

Side to side	15-foot	15-foot
Oblique alignment		
Accessory Structure Setbacks and Separation (in feet)	**R-4**	**R-5**
In all cases	See Section No.30-461	

Notes:

(1) Building shall mean a structure containing dwelling units. For purpose of this table, building setback standards shall be for any building exceeding a single-story. Setback standards may be modified by other lettered notes herein.

(2) Subtract ten feet for a single-story dwelling unit or a multi-story dwelling unit having a single-story element with a depth of at least ten feet.

(3) All primary ground-floor common entries and individual dwelling unit entries fronting Foothill Blvd, Orange Way, Cypress Avenue or Valencia Avenue shall be oriented to the street, not the interior of the development or parking lot.

(4) On a case by case basis, the Community Development Director may require up to ten feet of additional building setback from all property lines to accommodate entrance stops, porches, patios and other architecture features, as well as landscaping areas.

(5) For the purpose of this table, accessory structure means a subordinate structure which is incidental to and is detached from the main building but is on the same lot and supports the primary use on-site. If an accessory structure is attached to the building by way of a continuation of the building roof, the accessory structure shall be considered an addition to the building.

(6) "Front" is defined as that face of the building or unit with a major glass area and/or major private recreation area and may include access to that private recreation area. This access may or may not relate to the primary entrance to the building that faces the public right-of-way or private drive aisle; therefore, some buildings may have more than one "front" under this definition.

(7) For the purpose of this table, zoning districts are not considered adjacent if separated by a dedicated public right-of-way or utility easement of more than 50 feet in width.

(8) Setback measured from building to property line.

(9) "Oblique alignment" is defined as the intersection of the parallel face of one building by the corner angle of a second building where said angle is greater than 25 percent. The corner angle of the intersecting building may encroach into the setback of the other building by up to five feet provided there is an equal or greater setback at the other end of the intersecting building. Such encroachment shall also be averaged so that for each building that is allowed to encroach into the setback, another building will offset such encroachment by an equal number of feet. (Where two buildings meet at corner angles, the side-to-front setback criteria shall be used.)

(10) Balconies, patios (uncovered and covered), patio fences/walls, porches, and similar like structures (as determined by the Director of Community Development) may project into the setback area up to a maximum of six feet,

providing, however, that such structures shall never be separated by less than 15 feet (horizontal).

(11) The "rear" of a building is defined as the point or area farthest from the front. Where a building is identified to have two fronts the building may be considered not to have a rear facing.

(12) Setback from underdeveloped property in the R-2 zone shall be determined at the R-1 single-family zones development standard of 25 feet.

(13) Where a new building is to be constructed on a corner lot or intersection, a wraparound building design with an angled corner shall be utilized in order to maximize and encourage pedestrian activity.

(14) Parking setback may be decreased to zero for subterranean parking structures.

(15) The minimum building setback to the R-1 zoning district may be reduced to 10 feet for development within the R-4 overlay for projects developed consistent with the density requirements of the R-4 overlay and where the adjacent parcel is vacant and undeveloped.

ARTICLE VI. – COMMERCIAL AND MIXED USE ZONING DISTRICT

DIVISION 3. – USE REGULATIONS

Sec. 30-491. – Special use regulations*.

…

(22) Restaurant, With the Sale of Alcohol.

(1) A restaurant selling alcohol for on-site consumption shall not negatively impact adjoining uses as it relates to noise in excess of the maximum noise measurements established in the Fontana Municipal Code, debris generated by the restaurant or its' patrons not disposed of in appropriate receptacles, traffic impacting use of the public right-of-way, storage outside of an enclosed building, debris, traffic, storage, design and hours of operation, nor shall it create any adverse effect on public health, safety or welfare.

(2) The establishment shall be operated in such a manner that sound emitted from the premises shall not be audible beyond the boundaries on which it is located:

a. All doors to the building shall remain closed except to allow for the entrance and exit of patrons and employees.

b. Any such alcohol sales use being established for the first time shall have no entrance or exit located within 100 feet of a

residentially zoned or utilized property unless adequate sound attenuation measures have been undertaken to ensure sound measurements do not exceed the maximum measurements established in the Fontana Municipal Code or unless the entrance or exit is separated from the residentially zoned property by a public street.

c. A restaurant selling alcohol for on-site consumption should be a minimum of 600 feet away from an existing or proposed school, park, religious institution, hospital, youth facility or other similar uses.

Chapter 33 – CANNABIS BUSINESSES AND ACTIVITIES

Sec. 33-30. Additional operating regulations for storefront retail.

(a) No commercial cannabis retailer offering storefront purchase shall be located within 600 feet from another commercial cannabis storefront retailer. The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of one commercial cannabis storefront retailer to the closest property line of the lot on which another commercial cannabis business is located without regard to intervening structures.

(b) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the commercial medicinal cannabis business shall obtain verification from the recommending physician that the person requesting medicinal cannabis or medicinal cannabis products is a qualified patient, and shall maintain a copy of the physician recommendation or Identification Card as described in Health and Safety Code §§ 11362.71 through 11362.77, as may be amended from time to time, on site for period of not less than seven years.

(c) Storefront retailers also providing delivery shall comply with the requirements pertaining to deliveries in section 33-30 of this chapter.

(d) Commercial cannabis retailers selling medicinal cannabis shall verify the age and all necessary documentation of each customer to ensure the customer is not under the age of 18 years and that the potential customer has a valid doctor's recommendation. Adult use retailers shall verify the age of all customers to ensure persons under the age of 21 are not permitted on the premises. Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception or lobby area.

(e) Retailers may have only that quantity of cannabis and cannabis products reasonably anticipated to meet the demand readily available for sale on-site in the retail sales area of the retailer.

(f) All restroom facilities shall remain locked and under the control of management.

(g) A cannabis storefront retailer shall notify qualified patients, primary caregivers, and customers (verbally or by written agreement) and by posting of a notice or notices conspicuously in at least 15 point type within the permitted premises that state as follows:

(1) "The sale or diversion of cannabis or cannabis products without a permit issued by the City of Fontana is a violation of state law and the Fontana City Code."

(2) "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."

(3) "Patrons must not loiter in or near these premises and may not consume cannabis or cannabis products in the vicinity of this business or in any place not lawfully permitted. These premises and vicinity are monitored to ensure compliance."

(4) "Warning: the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."

(5) "CALIFORNIA PROP. 65 WARNING: Smoking of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

(6) Waste management. When managing cannabis goods, chemicals, hazardous or dangerous waste, Retailers are obligated to obtain all required permits, licenses, or other clearances and comply with all orders, laws, regulations, or other requirements of other regulatory agencies, including, but not limited to, local health agencies, regional water quality control boards, air quality management districts or air pollution control districts, local land use authorities, and fire authorities. The sale of cannabis waste is prohibited. Retailers shall maintain accurate and comprehensive records at the premises regarding cannabis waste that accounts for, reconciles, and provides evidence of, all activity related to the generation and disposal or deposition of cannabis waste.

(h) <u>No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:</u>

(1) A licensed retailer authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery.

(2) Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the license retail premises, which is immediately outside the structure, and which is not located adjacent to the public right-of-way.

(3) Curbside delivery of cannabis goods must occur under video surveillance meeting the applicable operating procedures (including those submitted as part of the initial application process).

(4) Retail employees engaging in curbside delivery must verify each customer's age pursuant to Sec. 33-29(k).

File #: 25-0616
Agenda #: C.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
City Clerk

SUBJECT:
Adoption of Ordinance No. 1975 (Second Reading), Adoption of the 2025 Edition of the California Building Standards Code and Corresponding Base Model Codes.

RECOMMENDATION:
Conduct a second reading by title only and adopt **Ordinance No. 1975**, 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 2025 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 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2025 International Residential Code; and the 2025 Edition of the International Property Maintenance Code.

COUCIL GOALS:

- To improve public safety by incorporating current technologies in the construction and maintenance of buildings, housing and fire prevention into the City's building codes. promote economic development by being business friendly through the reduction of local amendments to the adopted codes.

DISCUSSION:
Ordinance No. 1975 was introduced by a vote of 4-0 at the October 14, 2025, Regular City Council Meeting.

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

MOTION:
Approve staff recommendation.

ORDINANCE NO. 1975

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA REVISING, PURSUANT TO AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTAIN PROVISIONS OF CHAPTER 5 OF THE FONTANA MUNICIPAL CODE RELATING TO THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS, AND ADOPTING BY REFERENCE THE 2025 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 2024 INTERNATIONAL BUILDING CODE; THE CALIFORNIA PLUMBING CODE, BASED ON THE 2024 UNIFORM PLUMBING CODE; THE CALIFORNIA ELECTRICAL CODE, BASED ON THE 2023 NATIONAL ELECTRICAL CODE; THE CALIFORNIA MECHANICAL CODE, BASED ON THE 2024 UNIFORM MECHANICAL CODE; THE CALIFORNIA EXISTING BUILDING CODE, BASED ON THE 2024 INTERNATIONAL EXISTING BUILDING CODE; THE CALIFORNIA GREEN BUILDING STANDARDS CODE; THE CALIFORNIA RESIDENTIAL CODE, BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE; THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE BASED ON THE 2024 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE AND THE 2024 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 2024 and February 2025, the State Building Standards Commission reviewed and approved the 2025 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 ("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, 2026, 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

WHEREAS, 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 ("City Council") hereby finds that it is reasonably necessary to amend certain portions of the 2025 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, on, 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:

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

Section 2. The City Council of the City of Fontana ("City") is informed and finds that it is reasonably necessary to amend certain portions of the 2025 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 2025 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 Sections903.2 and 1505.5; and California Residential Code Section R309.)

(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, R30.81, R309, Table R301.2, and BF105.2.)

(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 R308.1 and R309)

(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 on- site 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 R308.1 and R309.)

(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 R309.)

(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 R308.1 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, 202, 502.1, 3109.2, J103.2, and J104.1; and California Residential Code Sections 1.8.8, R306.1, Table R301.2, and Appendix CI(1).)

(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.)

Section 3. Article III of Chapter 5 of the Municipal 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 2025 Edition of the California Building Code, known as the California Code of Regulations, Title 24, Part 2, Volumes 1 & 2, based on the 2024 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 Section

115922(a)(3).

(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 ¾ 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 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.

(l) 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

b. less than 3 feet (914 mm) in depth, not intended to support structures.

(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.

2. 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 4. 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 2025 Edition of the California Plumbing Code, known as the California Code of Regulations, Title 24, Part 5, based on the 2024 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 2025 Edition of the California Plumbing Code is hereby adopted with no amendments."

Section 5. 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 2025 Edition of the California Electrical Code, known as the California Code of regulations, Title 24, Part 3, based on the 2023 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 torquing 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."

Section 6. 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 2025 Edition of the California Mechanical Code, known as the California Code of Regulations, Title 24, Part 4, based on the 2024 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 2025 Edition of the California Mechanical Code is hereby adopted with no amendments."

Section 7. 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 2025 Edition of the California Existing Building Code, known as the California Code of Regulations, Title 24, Part 10, based on the 2024 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 2025 Edition of the California Existing Building Code is hereby

adopted with no amendments."

Section 8. 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 2025 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 2025 Edition of the California Green Building Standards Code is hereby adopted with no amendments."

Section 9. 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 as follows:

"Article XIX. California Residential Code

Sec. 5-600. Adoption; copy on file.

The 2025 Edition of the California Residential Code, known as the California Code of Regulations, Title 24, Part 2.5, based on the 2024 Edition of the International Residential Code, published by the International Code Council, including Appendix BF and Appendix CI, 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 LOAD	WIND DESIGN:
	Zero	

Speed- Special wind region…129Vmph. Other areas… 96Vmph

Topographic effects .....No

SEISMIC DESIGN CATEGORY .....D2 or E

SUBJECT TO DAMAGE FROM:

Weathering.....Negligible

Frost line depth .....12-24 inches

Termite.....Very 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

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

AIR FREEZING INDEX.....0

MEAN ANNUAL TEMP 60

(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 R309 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. R309 General. Notwithstanding the requirements of Section R309, 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 R308.1 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. R308.1 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 R306.1 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. R306, 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 BF105.2 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. BF105.2 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 CI 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)."

Section 10. 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 as follows:

"Article II. International Property Maintenance Code

Sec. 5-36. Adoption; copy on file.

The 2025 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 2024 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 115923 of Appendix CI of the 2024 California Residential Code as amended by the City of Fontana.

(b) Section 304.3 of the 2024 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 11. Article XXII of Chapter 5 of the Code of the City of Fontana is

hereby added by this Article in its entirety to read as follows:

"Article XXII Wildland-Urban Interface Code

Sec. 5-615. Adoption; copy on file.

The 2025 Edition of the California Wildland-Urban Interface 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. 5-616. Changes and Amendments.

The 2025 Edition of the California Wildland-Urban Interface Code is hereby adopted with no amendments."

Section 12. 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 13. The adoption of the 2025 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 2024 International Building Code; the California Plumbing Code, based on the 2024 Uniform Plumbing Code; the California Electrical Code, based on the 2023 National Electrical Code; the California Mechanical Code, based on the 2024 Uniform Mechanical Code; the California Existing Building Code, based on the 2024 International Existing Building Code; the California Green Building Standards Code; the California Residential Code, based on the 2024 International Residential Code, the California Wildland-Urban Interface Code, based on the 2024 Wildland-Urban Interface Code and the 2024 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 of California Environmental Quality Act ("CEQA") Guidelines, such action does not constitute a project subject to the requirements of CEQA. In the alternative, the adoption is exempt from CEQA under State CEQA Guidelines section 15061 (b)(3) as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. Staff is directed to file a Notice of Exemption.

Section 14. This ordinance shall take effect thirty (30) days after the date of its adoption.

Section 15. 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 28th day of October 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 14th day of October 2025, and was finally passed and adopted not less than five days thereafter on the 28th day of October 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

Ordinance No. 1975

ATTEST:

_____

City Clerk

File #: 25-0535
Agenda #: D.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Video Management System Replacement

RECOMMENDATION:
1. Authorize the Purchasing Division to “Piggy-Back” from the Omnia Partners contract (#R250206) for the purchase and implementation of the Verkada Video Management System (VMS) per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) to replace the City’s existing Hexagon Ocularis system, which has reached end of life and end of support.

2. Approve the purchase from VectorUSA of Rancho Cucamonga, CA in the amount of $735,807.81.

COUNCIL GOALS:
- Improve public safety by utilizing other City programs to help reduce crime.
- Operate in a businesslike manner by improving services through the effective use of technology.
- Invest in the City’s infrastructure (streets, sewers, parks, etc.) by maintaining and improving the City's existing infrastructure.

DISCUSSION:
The City currently utilizes Hexagon’s Ocularis Video Management System (VMS) to manage security camera footage across multiple facilities. Ocularis has reached end of life and end of support as of October 2025, meaning the software will no longer receive updates, patches, or manufacturer assistance. Continued reliance on unsupported software introduces operational and cybersecurity risks while limiting compatibility with newer camera technology. Additionally, the system relies on on-premise servers and storage that require ongoing maintenance and periodic replacement, adding to overall support costs.

To address these challenges, staff evaluated modern video management platforms and identified Verkada as the preferred replacement solution. Verkada provides a cloud-managed system that eliminates the need for on-premise video servers and storage, reducing hardware, power, and cooling costs as well as the IT resources required to maintain them. The cloud-based architecture also allows the City to add new cameras without expanding its server or storage footprint-an inherent limitation of the current system. Verkada’s centralized management console simplifies administration, while built-in redundancy and automatic software updates enhance reliability, cybersecurity, and system uptime.

Verkada cameras also include an industry-leading ten-year warranty, significantly exceeding the coverage offered by most camera manufacturers. This extended warranty allows for more accurate long-term cost planning and reduces the need for replacement hardware and support contracts over the life of the system. Combined with the lower infrastructure overhead of a cloud-based platform, this results in substantial lifecycle savings compared to traditional on-premise solutions.

The transition to Verkada will also deliver major functional improvements, including high-resolution video, advanced analytics, motion and object-based search, and secure remote access from both desktop and mobile devices. These capabilities enhance situational awareness, improve investigative efficiency, and strengthen the City's ability to safeguard its facilities and the public.

Staff recommend replacing approximately half of the City's existing cameras during the current fiscal year to distribute costs over multiple years. Priority has been given to areas that would most benefit from Verkada's analytics capabilities and to locations where existing cameras have degraded due to age, resulting in poor image quality. Replacements include:

Site	No. of Cameras
Civic Center Campus	2
Fontana Park Aquatics Center	9
Fontana Community Senior Center	43
Metrolink Station	10
Police Department	95
Traffic Intersections	102

Procurement of the Verkada system will be completed through the Omnia Partners cooperative purchasing contract (#R250206) from their authorized partner. Utilizing this contract ensures competitive pricing, expedites acquisition, and allows the City to implement the new system without delay.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $735,807.81 and is included in the 2025-26 adopted budget in the Hardware Replacement Program project 02621003-102-B-8315. The recurring licensing and subscription costs associated with the Verkada VMS will be funded through the IT Department's operation budget from account number 10226206 and no additional General Fund support will be required.

MOTION:
Approve staff recommendation.

Weapons and Threat Detection Equipment, Services and Other Solutions
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 25-02

RFP Issued: October 10, 2024

Pre-Proposal Date: October 31, 2024 10:00 AM

Response Due Date: November 21, 2024 2:00 PM

Proposals Received: 7

Awarded to:

Athena Security, Inc.
Bluum USA, Inc.
Flock Group Inc. d/b/a Flock Safety
Genetec, Inc.
School Specialty, LLC
Verkada Inc.

Region 4 ESC Department of Procurement issued RFP 25-02 on October 10, 2024, to establish a national cooperative contract for Weapons and Threat Detection Equipment, Services and Other Solutions.

The solicitation included cooperative purchasing language in Section II – NATIONAL CONTRACT:

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, RFP Page 3 including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

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

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide

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

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On November 21, 2024 proposals were received from the following offerors:

- Athena Security, Inc.
- Dowley Security Systems, Inc.
- Bluum USA, Inc.
- Flock Group Inc. d/b/a Flock Safety
- Genetec, Inc.
- School Specialty, LLC
- Verkada Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Athena Security, Inc., Bluum USA, Inc., Flock Group Inc. d/b/a Flock Safety, Genetec, Inc., School Specialty, LLC, and Verkada Inc. and proceeding with contract award(s) upon successful completion of negotiations.

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

Region 4 ESC, OMNIA Partners and Athena Security, Inc., Bluum USA, Inc., Flock Group Inc. d/b/a Flock Safety, Genetec, Inc., School Specialty, LLC, and Verkada Inc. successfully negotiated a contracts, and Region 4 ESC executed the agreements with a contract effective date of April 1, 2025.

Contract includes: Weapons and Threat Detection Equipment, Services and Other Solutions

Term:
The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may

have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term.

Pricing/Discount: Discounts range from 5% to 30% of catalog prices depending on the supplier.

Vector Resources, Inc.
dba VectorUSA
8647 Ninth Street
Rancho Cucamonga, CA 91730
P: (909) 931 1022

VRN 127064-004

Date: 10/3/2025

Company	Site
City of Fontana 8353 Sierra Ave. Fontana, CA 92335	City IT Department 8353 Sierra Avenue Fontana, CA USA

Project Name	Change Name
Verkada Deployment	QQ-4 Updated Cameras Max Capacity

Scope of Work

This quote is for the listed materials only, no professional services are being quoted.

Pricing is based off of OMNIA contract #R250206

Qty	Description	Mfr	Mfr	Unit Price	Extended Price
2	Outdoor PTZ 4K, 1TB 30 Day	Verkada	CP63-1TBE-HW	2,537.46	5,074.92
121	Outdoor PTZ 5MP, 30 Days	Verkada	CP52-512E-HW	2,145.42	259,595.82
34	Outdoor 4 Lens Multi	Verkada	CH52-8TBE-HW	6,857.46	233,153.64
24	Indoor Dome 5MP, Zoom Lens,	Verkada	CD53-2TB-HW	1,997.46	47,939.04
299	Outdoor Dome 5MP, Zoom Lens,	Verkada	CD53-2TBE-HW	2,066.47	617,874.53
1	Outdoor Bullet, 5MP 365 Day	Verkada	CB52-2TBE-HW-F	2,213.46	2,213.46
26	Outdoor 2 Lens Multi Sensor	Verkada	CY53-4TBE-HW	3,887.46	101,073.96
26	1yr, 2 Lens Multi Sensor Camera	Verkada	LIC-CAM-MLT2-1Y-	209.40	5,444.40
34	1yr, 4 Lens Multi Sensor Camera	Verkada	LIC-CAM-MLT4-1Y-	359.40	12,219.60
447	1yr, Camera License	Verkada	LIC-CAM-1Y-CAP	119.40	53,371.80
1353	1yr Cloud Storgage- 30 Day	Verkada	LIC-CLD-30-1Y-CAP	50.49	68,312.97

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a VectorUSA-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of VectorUSA) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed $25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Sales Tax: Sales Tax shall be calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract..

Price Guarantee: Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal and / or change order.

Lead Time Disclaimer: Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement. .

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials:	$1,406,274.14
Labor:	
Tax:	$110,855.97
Job Total	$1,517,130.11

Prepared For	City of Fontana	Prepared By	Scott Shiffer
Customer Signature		VectorUSA Signature	
Printed Name		Printed Name	
Date		Date	

8353 Sierra Avenue
Fontana, CA 92335

File #: 25-0549
Agenda #: E.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. for Plan Check, Map Check, and WQMP Review Services

RECOMMENDATION:
Approve and authorize the City Manager to execute Amendment No. 1 to Task Order No. 2 (DE-24-195-SQ) with NV5, Inc. in the amount of $180,000, and an amended Task Order total of $279,000 for additional plan check, map check, and WQMP review services.

COUNCIL GOALS:
- To invest in the city's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.

DISCUSSION:
On June 25, 2024, the City Council approved the Pre-Qualified Firms List to provide professional engineering services and authorized the City Manager to execute a Master Agreement with selected firms on an as-needed basis for a period of five (5) years from approval. Subsequently, the City and NV5, Inc. entered into a Master Agreement that included map checking, engineering plan checking, hydrology/hydraulic studies, and WQMP checking services.

Due to staffing shortages and a high volume of plan review requests, an amendment in the amount of $180,000 is requested to the existing task order of $99,000 to provide timely plan check review services.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is $180,000 and is included in the 2025-26 budget in the General Fund (Fund 101), in accounts 10137404-8116 in the amount of $60,000, 10137404-8130 in the amount of $60,000, and in the Storm Water Compliance Fund (Fund 125) in account 12537401-8130 in the amount of $60,000.

MOTION:
Approve staff recommendation.

Docusign Envelope ID: CBC03425-EFF4-4BD2-9E54-7FD426FD9C11

STANDARD TASK ORDER FORM

Consultant: NV5, Inc. **Date:** 07/01/2025 **Proposal Bid No.:** DE-24-195-SQ	**Task Order #:** 2 **Contract No.:** DE-24-195-SQ **Budget No.:** 12537401.8130 10137404.8130 **Task / Project Name:** Plan Checking Services, Map Checking Services, WQMP Review

Description of Services:

To provide On-Call Plan Checking Services, Map Checking Services, WQMP Review for Fiscal Year 2025-2026.

Estimated Start Date: 07/01/2025

Estimated End Date 06/30/2026

Dollar Amount of Task Order: Not to exceed $ 99,000.00

Scope of Work, Deliverables, Project Milestones, Schedule of Services: See Exhibit(s)

Note: Consultant will be required to commence work within five days of receiving a fully executed Task Order.

Docusign Envelope ID: CBC03425-EFF4-4BD2-9E54-7FD426FD9C11

The Consultant is hereby authorized to perform the following task order subject to the provisions of the Contract identified in the Professional Agreement Contract Number: DE-24-195-SQ

CITY OF FONTANA

NV5, Inc.

By: Matthew C. Ballantyne
City Manager
(Required if Over $50,000)

By: DAVID NIKNAFS

Attest: [1]

By: Phillip Burum
Deputy City Manager

By:

DH By: Gia Kim
Department of Engineering

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Finance

Sid Lambert
Purchasing Office

[1] Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.

File #: 25-0568
Agenda #: F.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve a Rip-Rap Maintenance Easement with Southern California Edison ("SCE") Company near Sierra Avenue & Coyote Canyon Road (formerly Lytle Creek Road) for I-15 Logistics (Caprock)

RECOMMENDATION:
Approve and authorize the City Manager to execute the Easement with Southern California Edison (SCE) Company.

COUNCIL GOALS:

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

DISCUSSION:
On June 2, 2020, the City of Fontana Planning Commission approved MCN No. 15-078 and Design Review No. 16-003 to consolidate twelve parcels into two parcels and a remainder parcel, totaling approximately 83 acres for the development of a new commerce building totaling approximately 1,171,788 square feet. To adhere to the Conditions of Approval, the developer is constructing storm drain improvements along Coyote Canyon Road (formerly Lytle Creek Road) near Sierra Avenue.

As part of the project's storm drain improvements, the developer designed riprap to mitigate flows within the SCE area. Consequently, the developer must obtain an easement from SCE and secure California Public Utilities Commission (CPUC) approval for these improvements to enable City maintenance.

FISCAL IMPACT:
There is no fiscal impact associated with approving a Rip-Rap Maintenance Easement. Funding for the maintenance work is included in the FY 2025-2026 budget under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:
Approve staff recommendation.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant of Easement

Location: City of Fontana
APN: 0239-092-08
V&LM File No: GRT204312835
SCE Document: 267880

DOCUMENTARY TRANSFER TAX $_____ _____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	Serial No. 73647A Service Order: 802369802 **APPROVED VEGETATION & LAND MANAGEMENT** **BY SF DATE 09/23/2025** **SCE Law Approved: CKK**

This Grant of Easement ("Agreement") dated for reference purposes as of (date), is entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor" and City of Fontana, a municipal corporation, hereinafter called "Grantee."

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property located in the City of Fontana, County of San Bernardino, California, more particularly described on Exhibit A and depicted on Exhibit B ("Easement Area"), both of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement for the purpose of establishing a maintenance and access easement for rip-rap purposes in, on, along and across the Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

On and subject to the terms, conditions, restrictions and reservations set forth herein, Grantor does hereby grant to Grantee, and its successors and assigns, a nonexclusive maintenance and access easement in, on, under, over, along and across the Easement Area for the purposes of maintaining, replacing and repairing of existing rip-rap on the Easement Area ("Easement").

The Easement is made subject to the following terms and conditions:

1. The Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the Easement Area, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and

appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes. The Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits of Grantor.

2. Grantor shall have access to its facilities, consistent with the nature of a non-exclusive easement.

3. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Agreement.

4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting, directly, by reason of the exercise of the Grantee's rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability arise from Grantor's sole negligence or willful misconduct.

5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty-five (35.00) feet between their equipment and any and all overhead electric conductors.

6. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described Easement Area and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

7. The above described Easement Area is to be used only for the purposes specified herein and in the event:

a. the Easement Area is not so used;

b. the Easement Area is vacated as a rip-rap right of way; or

c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, revert to and merge in the interest of Grantor in the above described real property.

8. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within ninety (90) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

9. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that rip-rap (which may also be referred to herein as "Improvement",) for which the Easement is given, regardless of the time performed, shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.

10. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the Improvement to be located on the Easement Area at its own expense. Grantee agrees to comply with all applicable federal, state and local laws and regulations

11. Grantee hereby recognizes Grantor's title and interest in and to the above described Easement Area and agrees never to assail or resist Grantor's title or interest therein.

12. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Grantor's right of way and/or rendered immobile.

14. Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.

15. Grantee agrees that no additional structures will be installed on the above described Easement Area.

16. Grantee agrees not to store flammable materials nor store any vehicle on the above described Easement Area.

17. This Agreement shall not become effective unless and until it is approved by the California Public Utilities Commission ("CPUC") pursuant to and in accordance with Public Utilities Code Section 851. Grantor reserves the right to cancel and revoke this easement should the CPUC not approve the easement or if it imposes conditions on this easement or the granting of it that are unacceptable to Grantor.

(THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this _____ day of _____ , 20____.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By:_____
Monica Contreras
Real Estate Facilities Advisor
Land Management – Eastern Region
Vegetation & Land Management

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this _____ day of _____ , 20____.

CITY OF FONTANA, a municipal corporation

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Sheet _____of_____
City Index No. 6265

CITY OF FONTANA ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____from_____, to the City of Fontana, a California Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted on July 16, 1991; and the grantee consents to the recordation thereof by its duly authorized officer.

By:_____
Gia Lam Kim, P.E.
City Engineer
City of Fontana

EXHIBIT "A"

LEGAL DESCRIPTION
SERIAL NO. 73647A
PORTION OF APN 0239-092-08

SLOPE AND RIP-RAP MAINTENANCE EASEMENT

THAT PORTION OF LOT 13 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 6, PAGE 12 OF MAPS IN THE OFFICE OF THE RECORDER FOR SAID COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO SOUTHERN CALIFORNIA EDISON BY GRANT DEED RECORDED DECEMBER 30, 1966 IN BOOK 6751, PAGE 138 AS INSTRUMENT NO. 492, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS WITH BEARINGS BASED ON PARCEL MAP NO. 19712, FILED IN BOOK 263, PAGES 23 THROUGH 31, INCLUSIVE, OF PARCEL MAPS IN SAID COUNTY RECORDER'S OFFICE:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE REMAINING NORTHEASTERLY 70.00 FEET OF SIERRA AVENUE WITH THE CENTERLINE OF THE 40.00 FOOT WIDE RIGHT OF WAY OF LYTLE CREEK ROAD AS SHOWN ON SAN BERNARDINO COUNTY SURVEYOR'S MAP NO. CS-3089, AS WELL AS ON THAT CERTAIN MAP FILED IN BOOK 171, PAGE 71 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE

1. ALONG SAID CENTERLINE OF SIERRA AVENUE, SOUTH 24º14'05" EAST, 100.51 FEET TO A POINT ON SAID CENTERLINE AT RIGHT ANGLES FROM THE POINT OF INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 70.00 FOOT WIDE REMAINDER WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THAT CERTAIN 60.00 FOOT WIDE UNNAMED STREET (NOW KNOWN AS COYOTE CANYON ROAD) BETWEEN SAID LOT 13 AND LOT 11 OF SAID MAP BOOK 6, PAGE12; THENCE

2. AT RIGHT ANGLES FROM SAID CENTERLINE OF SIERRA AVENUE, SOUTH 65 º 45'55" WEST, 35.00 FEET TO SAID POINT OF INTERSECTION DESCRIBED IN THE PREVIOUS COURSE; THENCE

3. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE 60-FOOT WIDE UNNAMED STREET NOW KNOWN AS COYOTE CANYON ROAD, SOUTH 25 º 59'45" WEST, 561.13 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE

4. LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, AT RIGHT ANGLES THEREFROM, SOUTH 64º00'15" EAST, 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE

5. ALONG SAID PARALLEL LINE, SOUTH 25º59'45" WEST, 105.00 FEET; THENCE

6. AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 64°00'15" WEST, 20.00 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE

7. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 25°59'45" EAST, 105.00 FEET TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 2,100 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

PREPARED BY ME OR UNDER MY DIRECTION:

09/22/2025

ROBERT WALKER, LS 7137 DATE

CPRKI15L.0001
W.O. 802369802 NOT. 204312835

Sheet ____ of ____
City Index No. 6265

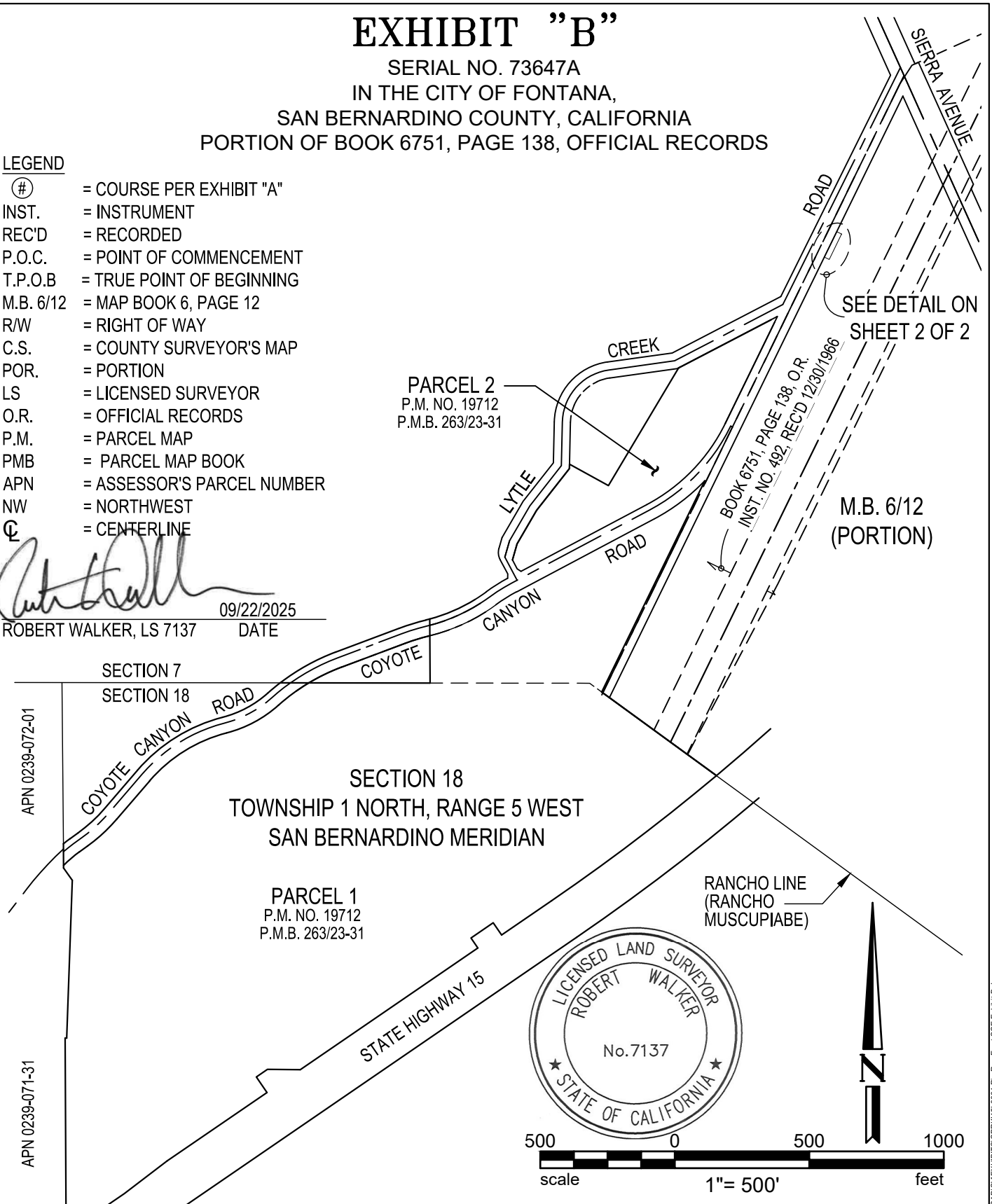
EXHIBIT "B"

SERIAL NO. 73647A
IN THE CITY OF FONTANA,
SAN BERNARDINO COUNTY, CALIFORNIA
PORTION OF BOOK 6751, PAGE 138, OFFICIAL RECORDS

LEGEND

(#)	= COURSE PER EXHIBIT "A"
INST.	= INSTRUMENT
REC'D	= RECORDED
P.O.C.	= POINT OF COMMENCEMENT
T.P.O.B	= TRUE POINT OF BEGINNING
M.B. 6/12	= MAP BOOK 6, PAGE 12
R/W	= RIGHT OF WAY
C.S.	= COUNTY SURVEYOR'S MAP
POR.	= PORTION
LS	= LICENSED SURVEYOR
O.R.	= OFFICIAL RECORDS
P.M.	= PARCEL MAP
PMB	= PARCEL MAP BOOK
APN	= ASSESSOR'S PARCEL NUMBER
NW	= NORTHWEST
℄	= CENTERLINE

09/22/2025
ROBERT WALKER, LS 7137 DATE



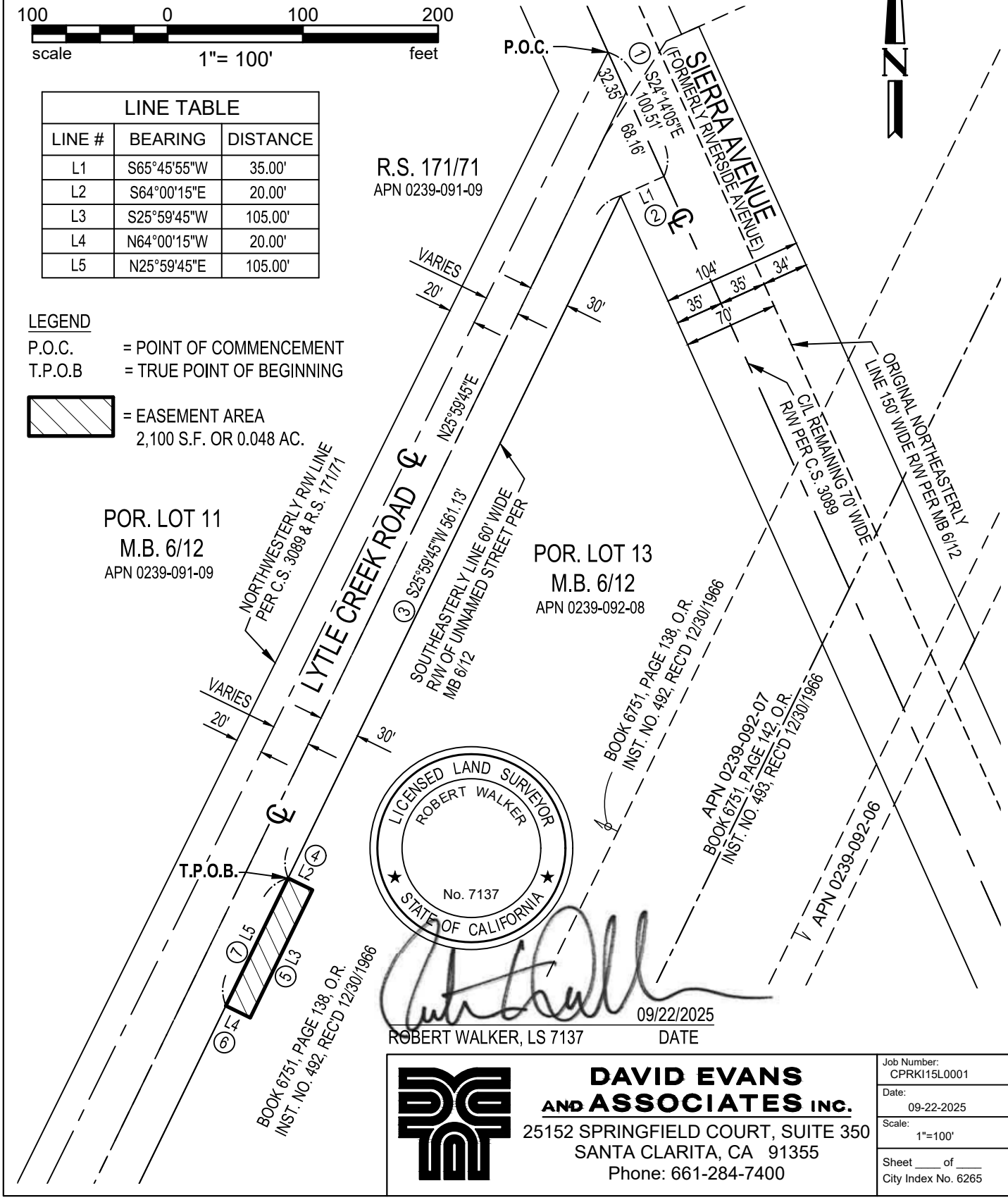
DAVID EVANS AND ASSOCIATES INC.
25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number: CPRKI15L0001
Date: 09-22-2025
Scale: 1"=500'
Sheet ____ of ____
City Index No. 6265

Drawing Name: P:\C\CPRKI15L0001\1040\CAD\SV\EXHIBITS\CPRKI15L0001 Rip-Rap Esmt SCE Exhibit B.dwg
Last Opened: Sep 22, 2025 - 1:45pm by: sxz

EXHIBIT "B"

SERIAL NO. 73647A
IN THE CITY OF FONTANA,
SAN BERNARDINO COUNTY, CALIFORNIA
PORTION OF BOOK 6751, PAGE 138, OFFICIAL RECORDS



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S65°45'55"W	35.00'
L2	S64°00'15"E	20.00'
L3	S25°59'45"W	105.00'
L4	N64°00'15"W	20.00'
L5	N25°59'45"E	105.00'

LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B = TRUE POINT OF BEGINNING

= EASEMENT AREA
2,100 S.F. OR 0.048 AC.

LICENSED LAND SURVEYOR
ROBERT WALKER
No. 7137
STATE OF CALIFORNIA

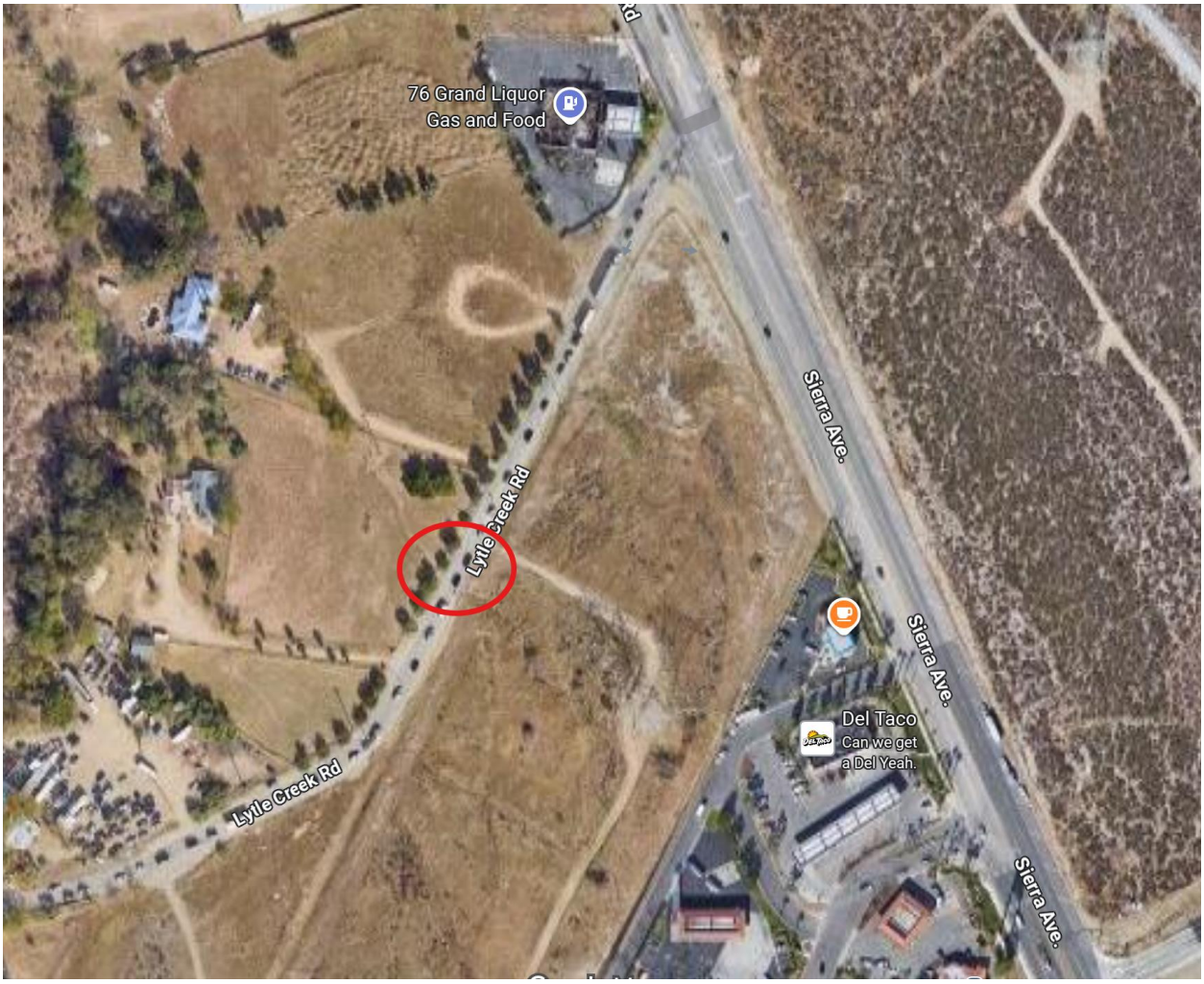
09/22/2025
ROBERT WALKER, LS 7137 DATE

DAVID EVANS AND ASSOCIATES INC.
25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number: CPRKI15L0001
Date: 09-22-2025
Scale: 1"=100'
Sheet ____ of ____
City Index No. 6265

Drawing Name: P:\C\CPRKI15L0001\1040\CAD\SV\EXHIBITS\CPRKI15L0001 Rip-Rap Esmt SCE Exhibit B.dwg
Last Opened: Sep 22, 2025 - 1:45pm by: sxz

Rip-Rap Easement Location



File #: 25-0571
Agenda #: G.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Innovation & Technology

SUBJECT:
Authorization to Donate Computer Equipment to the Affordable Housing - Paseo Verde Apartments Community Computer Lab

RECOMMENDATION:
Adopt **Resolution No. 2025-102**, authorizing the donation of surplus computer equipment-ten (10) desktop computers and ten (10) monitors-to the community computer lab at the Affordable Housing - Paseo Verde Apartments and authorizing the City Manager or designee to execute any documents necessary to complete the transfer.

COUNCIL GOALS:
- Increase citizen involvement by utilizing technology to promote communication and linkages in the community.

DISCUSSION:
The Innovation and Technology (IT) Department has identified ten computers and ten monitors that have exceeded their useful life within the City's computing environment and are scheduled for disposal through auction. Staff recommends donating this equipment instead to the Paseo Verde Apartments community computer lab, where it will provide residents-many of whom do not have computers at home-access to updated equipment for schoolwork, job searches, and essential online services.

The equipment will be transferred to the Paseo Verde Apartments community computer lab ("Center"). The Center will assume responsibility for installation, maintenance, software licensing, internet connectivity, and ongoing technical support. Following the transfer, the City shall have no responsibility for operation, upkeep, or future replacement of the donated equipment.

This donation supports digital inclusion and access to essential services for residents, aligns with community engagement goals, and provides a higher public benefit than auctioning minimal-value equipment.

FISCAL IMPACT:
There is no fiscal impact associated with the donation. The equipment has no remaining book value and would otherwise be auctioned. All ongoing costs (maintenance, support, software, and connectivity) will be borne by the recipient.

MOTION:
Approve staff recommendation.

RESOLUTION NO. 2025-102

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, AUTHORIZING THE DONATION OF COMPUTER EQUIPMENT TO THE AFFORDABLE HOUSING – PASEO VERDE APARTMENTS COMMUNITY COMPUTER LAB

WHEREAS, the City of Fontana Information Technology Department has identified ten (10) desktop computers and ten (10) monitors that have exceeded their useful life in the City's computing environment; and

WHEREAS, absent this action, the equipment would be disposed of through surplus auction; and

WHEREAS, the City desires to support digital inclusion and access to educational, employment, and essential online services for residents of the Affordable Housing – Paseo Verde Apartments; and

WHEREAS, the donation of the equipment provides a greater public benefit than auctioning such items; and

WHEREAS, the recipient will assume all responsibility for installation, maintenance, licensing, connectivity, and ongoing support and the City will have no further obligations after transfer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fontana, California, as follows: the City Council of the City of Fontana hereby authorizes the donation of ten (10) desktop computers and ten (10) monitors to the community computer lab at the Affordable Housing – Paseo Verde Apartments and authorizes the City Manager or designee to execute all documents necessary to effectuate the donation.

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

Section 2. Findings/ Approvals. City Council hereby approved the donation of 10 desktop computers and 10 monitors to be used in the Paseo Verde Apartments center computer lab.

Section 3. Effective Date. This resolution shall become effective immediately upon approval by the City Council.

Section 4. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

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

Section 6. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 28th day of October, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 28th day of October 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

File #: 25-0572
Agenda #: H.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Award Bid for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB)

RECOMMENDATION:
1. Award bid and authorize the City Manager to execute a construction contract with FieldTurf Inc, USA for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 in the amount of $423,613.86 and authorize a 10% contingency in the amount of $42,362.00 (PW-26-36-SB).

2. Authorize the City Manager to execute any related items on the behalf of the City of Fontana for Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2 (PW-26-36-SB).

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

DISCUSSION:
The artificial turf fields at Ralph M. Lewis Sports Park were last replaced in 2015. Since then, the original 8-year warranty period has expired, and they are nearing the end of their expected service life.

On July 22, 2025, the City Council approved the purchase of new replacement artificial turf materials for fields 1 & 2 at Ralph M. Lewis Sports Park. The installation of those materials requires a competitive process. This contract (PW-26-36-SB) is for the labor and installation of those materials and includes the removal and proper disposal of the existing artificial turf. These fields are scheduled to be replaced in early 2026 to avoid conflicts with scheduled games.

On September 23, 2025, at 2:00pm, the bids for this contract were opened. A total of two (2) bids were received ranging from $423,613.86 to $888,980.00. FieldTurf Inc., USA is the lowest bidder in the amount of $423,613.86. The engineer's estimate was $422,000.00. After reviewing the bid responses, Purchasing Department and Public Works staff have determined FieldTurf Inc., USA to be the lowest responsive and responsible bidder.

FISCAL IMPACT:
The total fiscal impact for this contract is $465,975.86. Funding is included in the Fiscal Year 2025-2026 operating budget in Org# 60437000.8130.

MOTION:
Approve Staff Recommendation.

Bid Results
Ralph M. Lewis Sport
Artificial Turf Installation for Fields 1 & 2
PW-26-36-SB

FieldTurf Inc. USA Calhoun, GA	$423,613.86
Greenfield Management Hacienda Heights, CA	$888,980.00

Bid Detail

Project Title	Ralph M. Lewis Sports Park Artificial Turf Installation for Fields 1 & 2
Invitation #	PW-26-36-SB
Bid Posting Date	08/28/2025 8:04 PM (PDT)
Project Stage	Award Pending
Bid Due Date	09/23/2025 2:00 PM (PDT)
Response Format	Electronic only
Link to Project	https://vendors.planetbids.com/portal/14391/bo/bo-detail/133332
Reference ID	
Project Type	Bid
Response Types	Line Items Subcontractor Bid Bond General Attachment
Type of Award	Lump Sum
Categories	96800 - Public Works And Related Services
License Requirements	Class "D-12" or "C-27" Specialty Contractor's License.
Restriction Restricted To	None
Department	Purchasing
Address	8353 Sierra Ave Fontana, California 92335
County	San Bernardino
Bid Valid	90 Days
Liquidated Damages	One thousand Dollars ($1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule
Engineer's Estimate	$424,000.00
Estimated Bid Value	$424,000.00
Start/Delivery Date	
Project Duration	
Prevailing Wage	Yes
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Bid Bond

Bid Bond	10%
Payment Bond	100%
Performance Bond	100%

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Deadline	09/16/2025 2:00 PM (PDT)

Contact Information

Contact Info Ticha Loera 909-350-6696
tloera@fontanaca.gov

Bids to Owner's Agent

Description

Scope of Services

A. It shall be the responsibility of the synthetic grass installer to provide all labor, materials, equipment, and tools necessary for the removal and proper disposal of the existing synthetic turf, and the complete installation of the FieldTurf synthetic turf field provided by the City as indicated on the plans and as specified herein. The installation of all materials shall be performed in strict accordance with the manufacturer's installation instructions and in accordance with all approved shop drawings.

B. The owner is responsible for providing the FieldTurf synthetic turf field materials for the project. The contractor is responsible for providing the labor and installation of the City provided materials.

Other Details

Notes

Special Notices

Local Programs & Policies

Documents

File Title	File Name	Status
Bid Specifications	Bid Specifications - PW-26-36-SB Ralph M. Lewis Artifical Turf.pdf	On Server
Exhibit I - Location Exhibit of Ralph M. Lewis Park	Exhibit-Location Exhibit RML Park (4).pdf	On Server
Exhibit 2 - Field 1	Exhibit-Ralph Lewis Park - Field 1 - Presentation - 00033487 (4).pdf	On Server
Exhibit 3 - Field 2	Exhibit-Ralph Lewis Park - Field 2 - Presentation - 00033488.pdf	On Server
Addendum No 2 Revised Bid Sheet	Addendum No 2 - Revised Bid Sheet.pdf	On Server

Download Cost $0.00

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	Unit Price
1		Section 1		Ralph M. Lewis Sports Park Artificial Turf – Field 1	LS	1		
2		Section 1		Ralph M. Lewis Sports Park Artificial Turf – Field 2	LS	1		

Vendor Notification

Agency Notifications `244 City of Fontana vendors notified`

08/28/2025 8:04 PM (PDT) 242 vendors notified

using Criteria **Category:**
96800 - Public Works And Related Services

Vendors
16th & G Agency Corp, DBA The ROW Company (812227)
ABC Resources Inc (102220)
Acmebag Co. Inc. (1134160)
ADVANTEC Consulting Engineers, Inc. (360651)
Aghapy Group Inc. (412831)
AIM Consulting Services (472645)
AIMS/PVIC CA, LLC (812477)
Albert A. Webb Associates (21653)
Alert Power Washing (21662)
Alfred Signs (28454)
All Around Underground Contractors (21667)
Alta Planning + Design, Inc. (216058)
American Construction Management & Eng. Inc. (21594)
ANM Concrete Construction inc (1069050)
Annealta Group (410082)
AquaBio Environmental Technologies, Inc. (212622)
Ardurra Group, Inc. (464034)
Aria 4 Construction Inc. (724614)
Armorock (478093)
Asphalt Impressions (1623761)
athens services (102059)
Aufbau Corporation (513357)
Bali Construction, Inc. (310291)
BALTAZAR CONSTRUCTION INC. (1069766)
Best Drilling and Pump, Inc. (523343)
Biggs Cardosa Associates (383358)
Birdi And Associates,Inc (215332)
Blackpointe Group Construction and Management, Inc. (1532717)
Blois Construction, Inc. (21888)
Brandon Davis (21902)
Brite Nites, Inc. (1287016)
California Property Specialists, Inc (21983)
California State University San Bernardino (391548)
Caltec Corp. (21998)
Calvada Surveying (22000)
Cardinal Sheet Metal, Inc. (32676)
Catt Construction (1217473)
Charles King Company (22042)
Chrisp Company (22052)
City of Fontana - Engineering (22062)
City of Fontana - Purchasing (22067)
Clark Land Resources Inc. (406186)
Clear Creek Associates (232733)
CMC Fontana Steel (22095)
Color New Corp (1552879)
Color Tech Painting (22111)
Compendium International, Inc. (476158)
Computer Service Company (261848)
Condon-Johnson & Associates, Inc. (22135)

Continental Plumbing, Inc. (1187839)
Cordoba Corporation (1195961)
Cujo Construction Inc. (1359744)
Dalke & Sons Construction Inc (22228)
David Volz Design Landscape Architects, Inc. (383035)
DBX, INC. (22244)
Del Mar Floor Covering, Inc. (1067253)
Demo & Abate Inc. (1188128)
Demo Unlimited (1465043)
Diamond General Contractors (22278)
Diversified Landscape Management Inc (22291)
DOJA, Inc. (22304)
Dominguez General Engineering, Inc. (479178)
Dugan Construction Co. (22316)
E.E. Electric, Inc. (320634)
EBS General Engineering, Inc. (22378)
ECI (22348)
Environmental Construction, Inc. (643808)
Environmental Managment Techologies (22423)
EPower, LLC. (782362)
Everfield Consulting, LLC (260013)
Evoqua Water Technologies, LLC (404599)
Executive-Suite Services, Inc. (433516)
Famcon Pipe & Supply, Inc (491304)
FCS GROUP (22476)
Fedex Office (22479)
Filice Enterprises, Inc. (354794)
Final Touch Construction (444863)
Fireblast Global (1261619)
Flatiron Electric Group, Inc. (22498)
FORMA Design, Inc. (519696)
g hurtado construction inc (58204)
Garney Pacific, Inc. (1188730)
Geocon West, Inc. (22557)
Gexpro (22563)
Gierlich-Mitchell, Inc. (102714)
GMC Engineering, Inc. (22546)
Golden Bay Painting (1446441)
Golden Bell Products (615441)
Grace Building Maintenance Co, Inc (22596)
Greenfield Fence, Inc. (394867)
Griffith Company (646826)
GTA Construction Inc (22625)
GTS Development (1242653)
Guerrero Construction Corp (22628)
Guida Surveying Inc. (22629)
HammerHead Trenchless (443414)
Hands Construction Corp (1643405)
Hoffman Management and Construction Corporation (421322)
HomeServe USA Corp (403926)
Houston & Harris PCS, Inc. (199330)
Hunsaker & Associates, Inc. (22724)
Hunt Ortmann (199791)
IAC Engineering (22731)
imperial pipe (708215)
Innerline Engineering Inc. (529306)
Innovative Construction Solutions (1305449)
Integrated Demolition and Remediation Inc. (512241)
Integrity Rebar Placers (22797)
Interwest Consulting Group, Inc. (223297)
Irish Construction (22819)

ITF & Associates, Inc. (128344)
J. McLoughlin Engineering Co., Inc. (22833)
James McMinn, Inc. (677219)
JFL Electric, Ic. (22857)
JIG Consultants (441580)
JM Builders Inc. (22864)
John M. Cruikshank Consultants, Inc. (22874)
Jose-Manuel Mendoza Consulting Services (1201834)
JTB Supply Co., Inc (256545)
Kiewit Infrastructure West Co. (349274)
Kingmen Construction, Inc. (1307707)
KPRS Construction (22931)
Kvanly (549958)
LA Consulting (381349)
Ladayu Consulting Group (1180589)
Langan Engineering and Environmental Services Inc. (396762)
LEE & RO, Inc. (128357)
Lehrer Architects (1397323)
Lopez Bros. INC. (1254268)
Los Angeles Engineering, Inc. (23016)
Los Angeles Signal Construction, Inc. (23017)
M &B Guengerich cleaning services (23027)
M.S. Constuction Management Group (312213)
Macro-Z-Technology (476646)
Main Street Signs (28319)
malier contractor's inc (23049)
Mamco, Inc (23051)
Manhole Construction Specialists, Inc. (23054)
Matich Corporation (23074)
McCain, Inc. (293765)
megt architerra (425846)
Mehta Mechanical Company Inc. (263958)
MetaDome (390790)
Metro Builders & Engineers Group (23108)
MG Enterprises Inc (23111)
MH Design & Construction Co. (23114)
Mike Bubalo Construction Co., Inc. (23128)
Monere Security Solutions, LLC (618326)
MUNICIPAL EQUIPMENT EXPORTERS (945848)
New Sunrise Construction inc. (327131)
NEWest Construction, Co., Inc (259900)
Noble Specialty Adisvors Inc. (23234)
Ohno Construction Company (23271)
Ohno Construction Company (676510)
Oracle (1091454)
Orange County Striping Service (23287)
Paragon Systems, Inc. (87363)
Patriot Development Inc (549289)
Penner Partitions, Inc. (57906)
PIMA Corporation (23380)
PLUMBERS DEPOT INC (23390)
Powell Constructors, Inc. (23400)
Power Pro Plus Inc. (23404)
PPM Group, Inc. (639066)
Preferred Bonding & Insurance Services (1299473)
Premier Developing Services, Inc. (148464)
PSC (483827)
PTM Engineering (23451)
r. Jensen company, inc (339403)
r. Jensen company, inc (347162)
R.E. Schultz Construction Services (407841)

R.J. Noble Company (23494)
R.J. Noble Company (23495)
R.P. Construction (23497)
R&M Service Solutions (419016)
RAIN DROPS IRRIGATION MANIFOLD (295412)
Rainbow Glazing, Inc. (32916)
Rancho Pacific Engineering (23513)
RDO EQUIPMENT (446536)
Relining Technologies Inc (478974)
Rich Construction Inc (360410)
Rock Bottom Inc. (23580)
Romtec, Inc. (179998)
Roy Jorgensen Associates, Inc. (23601)
Royal Industrial Solutions (542030)
Rusty Bucket Construction, LLC (1250872)
Sacramento Regional Builders Exchange (23622)
Sancon Technologies, Inc. (1047977)
Sandbags To Go Com LLC (581871)
Seating Component Manufacturing (23654)
Secure Transportation (289965)
Self Made Construction (368883)
Seneca Real Estate Services (1013773)
Senitica Construction, Inc. (630817)
Sierra Pacific Electrical (23696)
Simplus Management Corporation (544612)
Sixth Sun Concrete Inc. (23710)
Southern California Fleet Services Inc (404308)
SOUTHERN CALIFORNIA VEGETATION MANAGEMENT LLC (1655616)
Spec Construction Co., Inc. (23765)
SpectraTurf (272026)
St. Francis Electric, LLC. (1423503)
Stanley F Yelich Inc. (23782)
STC Traffic, Inc (751433)
Stormwater CA Ltd (294098)
Structure Six Engineering (1077537)
Sturgeon Services (391355)
Sully-Miller Contracting Co (23816)
Summit Environmental Contractors (689641)
Superior Construction Specialties (23834)
Superior Lock & Safe (661895)
SWCA Environmental Consultants (160016)
Tait & Associates (23858)
TBC Contractors Corp (23865)
Tele-Line Communications (87547)
Terra Form Inc. (23881)
Tiffany Group Inc (23941)
Titan Constructor Engineering (1044297)
TL VETERANS CONSTRUCTION INC (381950)
Torti Gallas and Partners (23958)
TransCore (181938)
Transtech Engineers, Inc. (131625)
Tri County Development & Construction, Inc. (794826)
Trinity Corporation (1625382)
Tyner Paving Company (24014)
USS Cal Builders Inc. (546144)
Utility Partners, Inc. (325494)
Utility Systems Science & Software, Inc. (214714)
Valued Engineering Inc (334018)
VCI Telcom, Inc. dba VCI Construction (24080)
VCI Utility Services, LLC (275937)
Villa Civil (957680)

VLA Construction Inc (1388511)
Wastequip Manufacturing Company LLC (24126)
Weka Inc. (24139)
West Coast Safety Supply,Inc (1474054)
WFC (24166)
WGJ ENTERPRISES INC. (23353)
Wood Rodgers, Inc. (452998)
YAKAR (24203)
Z.A.P. Manufacturing, Inc. (24212)
Zoa Construction Inc (24216)

09/08/2025 6:31 PM (PDT) 2 vendors notified

using Criteria **Category:**
96800 - Public Works And Related Services

Vendors Archico Design Build Inc (1666265)
Water Systems Consulting, Inc. (1665975)

09/18/2025 5:53 PM (PDT) No vendors notified

using Criteria **Category:**
96800 - Public Works And Related Services

Prospective Bidders

23 Prospective Bidders

Vendor	Contact	Vendor Type	Status	Classification
Ability Counts Inc. (3015915) 775 Trademark Circle #101 Corona, California 92879 United States	**Contact:** Yurits Bruno **Phone:** 951-734-6595 **ext.** 2045 **Fax:** 951-547-5699 **Email:** landscape@abilitycounts.org		Non-Bidder, receive communications	Prime
AGC Plan Room (3015395) 10140 Riverford Rd. Lakeside, California 92040 United States	**Contact:** Plan Room **Phone:** 858-558-7444 **Fax:** **Email:** planroom@agcsd.org	CADIR, MBE, WBE, DBE, OSB	Non-Bidder, receive communications	Other
Asad Holdings LLC DBA OrangeBlue (3023352) 27071 Cabot Rd Ste 108 Laguna Hills, California 92653 United States	**Contact:** Arman Tehrani **Phone:** 949-317-5700 **Fax:** **Email:** bids@orangeblue.org		Bidder	Prime
Asphalt Fabric & Engineering (3013263) 2683 Lime Ave. Signal Hill, California 90755 United States	**Contact:** JACOB GARCIA **Phone:** 562-997-4129 **Fax:** **Email:** estimating@afesports.com	CADIR	Bidder	Prime
CA Traffic Solution (3023097) 8201 Elder Creek Rd Suite 2A, Sacramento, CA 95824 Sacramento, California 95824 United States	**Contact:** Gabriel Solis **Phone:** 916-245-1768 **Fax:** **Email:** g.solis@catrafficsolution.com		Bidder	Subcontractor
ConstructConnect (3014397) 3825 Edwards Road Ste 800 Cincinnati, Ohio 45209 United States	**Contact:** Patrick Quarry **Phone:** 877-794-8071 **Fax:** 866-570-8187 **Email:** Content@constructconnect.com		Bidder	Other
Construction Bid Source (3016426) PO Box 1735 Templeton, California 93465 United States	**Contact:** Elizabeth Strycker **Phone:** 888-786-9450 **Fax:** **Email:** angela@constructionbidsource.com		Bidder	Other
FieldTurf Inc., USA (3014395) 175 N Industrial Blvd NE Calhoun, Georgia 30701 United States	**Contact:** Lisa **Phone:** 514-209-6740 **Fax:** **Email:** lisa.kerwin@fieldturf.com		Bidder	Supplier
FS Contractors, Inc. (3015839) 14838 Bledsoe Street Sylmar, California 91342 United States	**Contact:** Angel Fierros **Phone:** 818-838-6040 **Fax:** 818-838-6171 **Email:** Martha@fscontractorsinc.com	CADIR	Non-Bidder, no communications	Prime

Greenfield Management (3031698) 3129 S Hacienda Blvd 384 Hacienda Heights, California 91745 United States	**Contact:** Valerie Martinez **Phone:** 626-919-2792 **Fax:** **Email:** valerie@gflandscaping.com	CADIR	Bidder	Prime
Hands Construction Corp (3017730) 9966 Lincoln Ave Hesperia, California 92345 United States	**Contact:** Antonio Javier Notario **Phone:** 442-414-3989 **Fax:** **Email:** Handsconstructionco88@gmail.com	MBE, CADIR	Bidder	Prime
Hellas Construction, Inc. (3014640) 12000 West Parmer Lane Cedar Park, Texas 78613 United States	**Contact:** Chris Crenshaw **Phone:** 512-250-2910 **Fax:** 512-250-1960 **Email:** C.Crenshaw@hellas.com	CADIR	Bidder	Other
J & A Engineering Corp. (3015326) 824 N. Todd Avenue Azusa, California 91702-2228 United States	**Contact:** Mike Miranda **Phone:** 626-334-3209 **Fax:** **Email:** admin@jnafence.com		Bidder	Prime
KASA Construction, Inc. (3012050) 15148 Sierra Bonita Lane Chino, California 91710 United States	**Contact:** Hector Zavala **Phone:** 909-457-8260 **Fax:** 909-457-8261 **Email:** hectorz@kasaconstruction.com	CADIR	Bidder	Prime
L & L Supplies (3014341) 18976 Crestview Drive Columbus, Ohio 43228 United States	**Contact:** Scott Walker **Phone:** 505-997-5987 **Fax:** **Email:** swalker8585@gmail.com		Bidder	Prime
Los Angeles Engineering, Inc. (3013093) 633 N. Barranca Ave Covina, California 91723 United States	**Contact:** Joseph Haygood **Phone:** 626-454-5222 **Fax:** 626-454-5226 **Email:** bids@laeng.net	CADIR	Bidder	Prime
MZB Traffic Management Inc. (3012945) 1192 Athlone lane Corona, California 92882 United States	**Contact:** Humayun Aziz **Phone:** 949-254-4792 **Fax:** **Email:** info@mzbinc.com	CADIR	Bidder	Subcontractor
New Generation Landscape Management Inc (3014069) 7077 Magnolia Avenue San Bernardino, California 92407 United States	**Contact:** Jesus Lopez **Phone:** 909-726-1424 **Fax:** **Email:** info@newgenlandscape.com		Bidder	Prime
Ohno Construction Company (3014354) 8884 Jurupa Road Jurupa Valley, California 92509 United States	**Contact:** SID FONTENOT **Phone:** 619-278-8824 **Fax:** 619-278-8761 **Email:** mail@ohnoconstruction.com	CADIR	Bidder	Prime
R E Schultz Construction, Inc. (3025238) 1767 N. Batavia Orange, California 92865 United States	**Contact:** Chris Thomas **Phone:** 714-649-2627 **Fax:** **Email:** chris@reschultzconstruction.com		Bidder	Prime

Rainbow Glazing, Inc. (3011738) 1510 Kimberly Ave Fullerton, California 90023 United States	**Contact:** Laura Bramasco **Phone:** 714-680-3400 **Fax:** **Email:** Rainbowglazing@gmail.com	OSB, WBE	Bidder	Subcontractor
Superb Engineering (3015145) 1052 Oregon Trail Banning, California 92220 United States	**Contact:** Daniel **Phone:** 714-803-0802 **Fax:** **Email:** estimating@superb-engineering.com		Bidder	Prime
Zeco, Inc. (3012933) 22765 Savi Ranch Pkwy Unit F Yorba Linda, California 92887 United States	**Contact:** Bryan Solmar **Phone:** 844-932-6462 **Fax:** **Email:** info@zeco-inc.com	CADIR	Bidder	Prime

File #: 25-0584
Agenda #: I.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement- Fontana Motor Lodge

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of building and associated land located at 16390 Foothill Boulevard, Fontana, CA 92335 specifically described as APN's 0190-081-36 and 0190-081-37 in the amount of $7,500,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property specifically described as APN's 0190-081-36 and 0190-081-37 comprised of approximately 2.3 acres ("Property") from Ramesh and Radha Patel Revocable Living Trust.

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

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by address Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

DISCUSSION:
The City of Fontana has identified Homelessness and Homeless prevention as a top priority. The Property, if purchased, will serve as a transitional housing for the homeless. The acquisition consists of two parcels with a gross area of approximately 2.3 acres, including a 58 room motel known as the Fontana Motor Lodge.

The City and the Seller have negotiated a Purchase Agreement with the following proposed deal-points:
- The City of Fontana would acquire the property for the price of $7,500,000.
- The City of Fontana and Seller, Ramesh and Radha Patel Revocable Living Trust, will equally split any/all escrow fees as appropriate.
- The City will have up to 90 days from the opening of escrow to complete its due diligence on

the subject property to confirm the suitability and condition of the property for the city's intended use.

- Staff anticipates closing escrow on the transaction within 30 days of approval of the Feasibility Period.

The property is proposed to be acquired subject to an existing lease, which is scheduled to end six months after the close of escrow but may be extended by the city in 90-day increments at the city's election. During this period, the tenant will pay the city $15,000 per month, taking all responsibility for the operation of the facility. During the lease period, staff will define an operational plan for the facility designed to have a net zero impact on the city's general fund.

Upon confirmation of an operational plan that requires no additional funding from the city for annual operating costs, the lease will be terminated, and the units will be converted to transitional housing to be occupied by those experiencing homelessness or those that are at risk of becoming homeless.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $11,400,000 (including escrow costs, acquisition fees, and design of the renovation improvements). The necessary budget adjustments will be included in the FY 25-26 First Quarter Budget Report Fund 601.

MOTION:
Approve staff recommendation.

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into by and between FONTANA MOTOR LODGE, a California general partnership ("FML"), and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023, as tenants in common (collectively, "**Seller**"), and **CITY OF FONTANA, a municipal corporation** ("**Buyer**"). Buyer and Seller are sometime individually referred to herein as "**Party**" and collectively as "**Parties**." The Parties have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the last date of execution by all Parties ("**Effective Date**").

A. Seller is owner in fee of certain improved real property commonly known as 16390 Foothill Boulevard, City of Fontana, County of San Bernardino, California, identified by Assessor's Parcel Number 0190-081-36 and 0190-081-36 and more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (the "**Real Property**"), together with:

(1) All buildings, improvements and other structures presently located on the Real Property (the "**Improvements**");

(2) All personal and appurtenant property remaining on the Real Property or in the Improvements as of the Close of Escrow, including, but not limited to, all property, equipment, furnishings, and appliances used in connection with the Real Property as a motor lodge (the "**Personal Property**"); and

(3) Any and all of Seller's right, title and interest in and to any of the following existing at the Closing (i) all assignable warranties and guaranties issued to Seller in connection with the Improvements or the Personal Property, and (iii) all assignable permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Real Property being sometimes herein referred to collectively as the "**Intangibles**."

The Real Property, Improvements, Personal Property and Intangibles are collectively referred to hereinafter as the "**Property**."

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth in this Agreement.

ARTICLE 1. AGREEMENT OF SALE.

Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, upon the terms and provisions set forth in this Agreement.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be $7,500,000.00.

2.2 Deposit/Purchase Price. Within three (3) business days after the Effective Date, Buyer shall deposit $100,000.00 into Escrow (as defined below) on behalf of Buyer (the "**Deposit**"), which shall be applicable to the Purchase Price. The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period and except as otherwise provided in Section 9.6. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be a material breach of this Agreement and Seller may terminate the Agreement. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the balance of the Purchase Price (less the Deposit), subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and the balance of the Purchase Price shall be made by wire transfer of federal funds, cashiers' check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars ($100.00) of the Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section and delivered to Seller.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific time) on the date ninety (90) days later.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system

and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. Buyer hereby agrees to and shall indemnify, defend and hold harmless Seller and Seller's members, managers, partners, officers, directors, shareholders, employees, agents, representatives, invitees, successors and assigns (each, a "Seller Indemnitee"), from and against any and all claims, demands, and causes of action for personal injury or property damage, and all damages, judgments, liabilities, costs, fees and expenses (including reasonable attorneys' fees) resulting therefrom, arising out of any entry onto the Land by Buyer, its agents, employees, contractors and/or subcontractors, pursuant to this Section 3.1.2 hereof. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property (or at such other location reasonably acceptable to Buyer) pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours upon not less than 48 hours' notice to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's possession or control.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.3 Engineers' Reports. Any structural, mechanical or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.4 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with the use of the Property, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses;

3.2.5 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report;

3.2.6 Environmental Reports. Copies of all environmental reports, including but not limited to, existing Phase I and/or Phase 2 environmental report(s) in Seller's possession or control, if any;

3.2.7 Leases. Copies of all written leases or other occupancy agreements of all or any portion of the Property, and any amendments/addendums to such leases (the "**Leases**"); and

3.2.8 Rent Roll. Seller's rent roll for tenants or other occupants occupying the Property on a monthly basis or any term longer than monthly.

3.2.9 Service Contracts. Copies of written, and written descriptions of oral, agreements, contracts and other documents, existing as of the Effective Date, including without limitation any agreements relating to the service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property (or at such other location reasonably acceptable to Buyer) in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the "**Additional Documents**"):

3.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date (the "Service Contracts"), including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect; and

3.3.2 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence

Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove all monetary liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"), including but not limited to: (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1, and notwithstanding anything to the contrary herein, the Buyer shall receive a return of the Deposit (less the Independent Consideration).

3.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such

cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1, and notwithstanding anything to the contrary herein, the Buyer shall receive a return of the Deposit (less the Independent Consideration).

3.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

3.6 Operating Lease Agreement. Prior to the expiration of the Due Diligence Period, Seller shall have entered into an operating lease relating to the operation of the Property as a motor lodge with a third-party acceptable to Buyer (the "**Operating Lease**"). Notwithstanding the foregoing, Seller shall not enter any such Lease without the prior written consent of the Buyer, which consent may be granted or withheld in Buyer's sole and absolute discretion.

3.7 Service Contracts. Following the expiration of the Due Diligence Period, Seller shall terminate any terminable Service Contract promptly after receiving written notice from Buyer requesting such termination; provided: (i) Seller shall be responsible for all costs and expenses associated with any such termination; (ii) any such termination may be conditioned on the completion of the Closing; and (iii) any such termination shall be effective only after expiration of any notice or grace period specified in the provisions of the applicable Service Contract (which may not occur until after the Closing). At the Buyer's discretion, any and all Service Contracts not fully and effectively terminated as of Closing shall be assumed by Buyer at Closing as contemplated under subsection 9.3.7 below.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner's policy of title insurance, provided that Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were

approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing, including depositing into Escrow all documents required pursuant to Section 9.3.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit B.

4.1.7 California Certification. Seller having furnished a Real Estate Withholding Form 593 as required by the California Revenue and Taxation Code ("**Form 593**") or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.1.8 Closing Statement. Buyer shall have approved Escrow's estimated closing costs statement.

4.1.9 Operating Lease Agreement. Buyer has received an executed copy of the Operating Lease, and a tenant estoppel certificates from the tenant under the Operating Lease in a form and substance reasonably acceptable to Buyer

4.1.10 City Council Approval. As a condition precedent to Buyer's obligation to purchase the Property, Buyer's city council shall have approved this Agreement and the purchase of the Property after all legally required notices and hearings (the "Final Approval"). Notwithstanding anything to the contrary contained herein, as of the date of this Agreement, said Final Approval has not yet been granted. Absent Final Approval, Buyer shall have no obligation to purchase the Property from Seller or otherwise perform under this Agreement. Upon final consideration of this Agreement by the Buyer's legislative body, the Buyer shall provide written notice to the Seller whether Final Approval is granted or denied. In the event that Final Approval is denied (i) this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, excepting any rights or obligations that expressly survive termination, (ii) the escrow shall be canceled, and (iii) notwithstanding anything herein to the contrary, all documents and funds shall be returned by the Escrow Holder to each party who deposited the same.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Organization and Standing. FML is duly organized, validly existing, in good standing in the state of its formation and qualified to do business in the State of California and has full power and authority to enter into this Agreement and to perform its obligations hereunder and effect the transactions contemplated hereby.

5.2 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms.

5.3 No Conflict. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.4 Compliance. To the best of Seller's knowledge, the Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Seller has not received any notice of any violation of the same. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.5 Taxes and Condemnation. There are no presently pending or, to Seller's knowledge, contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.6 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.7 Contracts/Leases/Occupancy Rights. Except as set forth on Schedule 5.7, there are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property.

5.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or, to Seller's knowledge, threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.10 Hazardous Materials.

5.10.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment

of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.10.2 Representations. Except as otherwise disclosed in any phase I or phase II environmental reports delivered by Buyer to Seller:

(a) To the best of Seller's knowledge, the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge, neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge, there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge, all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge, there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To the best of Seller's knowledge, there are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(h) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any

interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property, subject to any matters disclosed on the Preliminary Title Report and subject to the Operating Lease.

5.12 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.13 Bankruptcy. Seller has no present intent to file any voluntary petition in bankruptcy or to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any law or inequity or to take any action which would directly or indirectly cause the Property or any portion of the Property to become the property of any bankruptcy estate or the subject to any bankruptcy, dissolution, litigation or insolvency proceedings..

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; AS-IS SALE.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenant by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing for a period of eighteen (18) months.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party,

but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 AS-IS; WHERE-IS. THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, VERBAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted.

8.6 Leases; Occupancy Agreements. Except for the Operating Lease (and any leases or occupancy agreements entered into as permitted by the Operating Lease), Seller shall not, without Buyer's approval, enter into any leases or occupancy agreements affecting the Property, unless such lease or occupancy agreement will be terminated prior to the Closing Date.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is fourteen (14) days after the expiration of the Due Diligence Period (the "**Closing Date**"), or such earlier date as may be agreed to by Seller and Buyer, as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as First American Title Company, 9255 Towne Centre Drive Suite 200, San Diego, CA 92121, Attn: Sheri Keene ("**Escrow Holder**"), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit C;

9.3.2 Unless Escrow Holder determines sufficient funds from the Purchase Price will be available at Closing as set forth in the closing statement, all costs of Closing as set forth in Section 9.9, plus or minus prorations as provided in Section 9.8;

9.3.3 Seller's Non-foreign Certification;

9.3.4 Seller's closing statement, duly executed by Seller;

9.3.5 A bill of sale in the form attached hereto as Exhibit D (the "**Bill of Sale**"), fully executed by Seller, assigning and transferring to Buyer all of Seller's right, title and interest in and to any personal property included in the Property;

9.3.6 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in all warranties of which Seller is the beneficiary with respect to the Property, (b) in all intangible assets of the Property, (c) in the Service Contracts which Buyer has elected to assume, and (d) in the Leases (the "**Assignment and Assumption**");

9.3.7 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement; and

9.3.8 Form 593.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.2 In addition to the Purchase Price and other funds deposited by Buyer with Escrow Holder, funds sufficient to pay all amounts required to be paid by Buyer at Closing in accordance with the provisions of Section 9.9 hereof, by electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.3 Buyer's executed counterpart of the Assignment and Assumption; and

9.5.4 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, except as otherwise expressly provided herein, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. In the event of any breach or default by Seller hereunder, and such breach or default is not cured within five (5) days following written notice from the Buyer, Buyer's sole remedy against Seller shall be limited to the option to either (i) terminate this Agreement, in which case Buyer shall be entitled to a full refund of the Deposit together with the reimbursement of all of Buyer's out-of-pocket costs and expenses (including reasonable attorneys' fees and costs) actually incurred in connection with the transaction, including, without limitation, in connection with the preparation of this Agreement and the performance of Buyer's due diligence; or (ii) bring an action for specific performance against Seller, provided such action is commenced within one hundred twenty (120) days after the scheduled Closing Date.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER'S WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (III) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY EXCEPT FOR ANY OBLIGATIONS WHICH EXPRESSLY SURVIVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

_____ _____
SELLER'S INITIALS BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S

OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

_____ _____

SELLER'S INITIALS BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) the Bill of Sale, (c) the Assignment and Assumption, and (d) the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8 and 9.9) to Seller;

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations.

9.8.1 Property Taxes. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the "**Taxes**"), relating to the Property and payable during the year in which Closing occurs shall not be prorated between Seller and Buyer in Escrow. Upon recordation of the Grant Deed, Buyer will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller's proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of

real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and Buyer shall reasonably cooperate with Seller's efforts to obtain said refund.

9.8.2 Rent. All rent or other occupancy fees or revenues paid by the tenants or other occupants under the Leases during the month of Closing (collectively, "Rent") shall be prorated as of the Closing Date based on the respective number of days of ownership of Seller and Buyer for such month to which such Rent relates; provided, however, that neither Buyer nor Seller shall receive credit at Closing for any Rent that is past due (the "Past Due Rent"). Following the Closing, if Buyer or Seller receives any payment from any tenant for which Past Due Rent is outstanding, such payment shall be distributed in the following order of priority: (a) first, to Rent due and payable by such tenant under its Lease for the month in which the Closing Date occurs, (b) second, to Buyer for Rent then due and payable by such tenant under its Lease and which Rent became due after the Closing Date, and (c) then, after payment in full of all such amounts then due and payable to Buyer from such tenant, to Seller to the extent of all Past Due Rent owed by such tenant, together with interest and late charges, if applicable. Buyer shall use commercially reasonable efforts to collect on behalf of Seller all Past Due Rent, but shall not be obligated to spend any money, or declare a default, threaten or undertake litigation or dispossess any Tenant or any of their subtenants.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Costs and Expenses.

9.9.1 Seller. Seller shall pay: (i) the cost of recording any releases of mortgages, liens or encumbrances as required hereunder; (ii) the real estate transfer tax or conveyance fee (if any), (iii) the recording fee for the Seller's Deed (if any), (iv) one half of Escrow Holder's fees and costs for the Escrow, (v) the cost of a CLTA Standard Owner's Policy in the amount of the Purchase Price, (vi) any other costs customarily paid by a seller (and not expressly stated otherwise herein) in the county in which the Property is located, (vii) Seller's share of prorations, and (viii) Seller's attorneys' fees.

9.9.2 Buyer. Buyer shall pay: (i) the incremental cost of any ALTA Owner's Policy and endorsements to any title policy requested by Buyer and the cost of any ALTA Survey ordered by Buyer; (ii) one half of Escrow Holder's fees and costs for the Escrow; (iii) Buyer's share of prorations, (iv) all costs associated with any financing that may be obtained by Buyer; and (v) Buyer's attorneys' fees.

9.10 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer by 5:00 pm on the Closing Date, subject only to the Conditions of Title and the rights of any tenants or occupants under the Leases.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material

part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds $25,000 and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds $25,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) three business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier; or (d) by email when such email is transmitted to the notice address, and shall be deemed received on that same day unless given after 5:00 p.m. in the receiving location, in which case such receipt shall be deemed the next business day (provided that email notice shall not be effective unless a copy of such notice is also concurrently sent in accordance with clause (b) or (c) of this sentence). If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: FONTANA MOTOR LODGE
_____
_____
Email: _____

RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023

_____
_____
Email: _____

BUYER:	City of Fontana City Hall Attn: City Manager 8353 Sierra Avenue Fontana, CA 92335
With Copy to:	Best Best & Krieger LLP Attn: Brian Whitley, Esq. 74760 Highway 111, Suite 100 Indian Wells, CA 92210

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without

reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, upon its presentation for approval at Buyer's City council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Buyer agrees to cooperate, at no expense to Buyer, with Seller if Seller intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall pay a commission to Seller's Broker pursuant to a separate agreement between Seller and Seller's Broker upon the Closing. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.16 Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below next to that Party's signature.

[SIGNATURES ON FOLLOWING PAGE]

"BUYER"

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP

"SELLER"

FONTANA MOTOR LODGE,
a California general partnership

Dated: _____, 2025

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

_____
RAMESH RANCHHODBHA PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

_____
RADHA RAMESH PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

ACCEPTANCE BY ESCROW HOLDER

We acknowledge receipt on _____, 2025, of a fully executed copy of the foregoing "Agreement for Purchase and Sale and Joint Escrow Instructions" fully executed by Seller and Buyer. This escrow is assigned escrow no.: _____

FIRST AMERICAN TITLE COMPANY

By: _____
[Name]

LIST OF EXHIBITS

EXHIBIT “A” – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B” – CERTIFICATE OF NON-FOREIGN STATUS

EXHIBIT “C” – GRANT DEED

EXHIBIT “D” – BILL OF SALE

EXHIBIT “E” – ASSIGNMENT AND ASSUMPTION

EXHIBIT "A" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Legal Description of Property

EXHIBIT "B" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTION

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF COLTON, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is _____; and

3. The Transferor's office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20___.

FONTANA MOTOR LODGE,
a California general partnership

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

_____
RAMESH RANCHHODBHA PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

_____
RADHA RAMESH PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

EXHIBIT "C" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Grant Deed

[Attached]

RECORDING REQUESTED BY:

[TITLE]

WHEN RECORDED RETURN TO:

CITY OF FONTANA
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Clerk

GRANT DEED

Space above this line for Recorder's Use
No Recording Fee Pursuant to Gov't Code § 27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code § 11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023, as tenants in common ("**Grantor**") hereby GRANTS to **CITY Of FONTANA, a municipal corporation** ("**Grantee**"), the following described real property in the City of Fontana, County of San Bernardino, State of California:

SEE EXHIBIT "1" ATTACHED HERETO.

Dated: _____, 2025 **[Insert Name of Seller]**

By: EXHIBIT ONLY – DO NOT EXECUTE
_____(Name)
_____(Title)

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT “1” TO GRANT DEED
LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the above Grant Deed from FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023 **("Grantor")** to CITY OF FONTANA ("**Grantee**"), is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk

EXHIBIT "D" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Bill of Sale

[Attached]

BILL OF SALE

This Bill of Sale is made as of this ____ day of _____, 2025, by FONTANA MOTOR LODGE, a California general partnership, and **RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023** ("**Seller**"), in favor of **CITY OF FONTANA, a municipal corporation** ("**Buyer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer, its successors and assigns, all of Seller's right, title and interest in and to all the personal property (collectively, the "Personal Property") owned by Seller and located on the Real Property (more particularly described on Exhibit "1" hereto) as of the date hereof.

The Personal Property transferred hereby is transferred "AS IS", "WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty whatsoever.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first above written.

Dated: _____, 2025 **[Insert Name of Seller]**

By: [EXHIBIT ONLY – DO NOT EXECUTE]
_____(Name)
_____(Title)

EXHIBIT “1” TO BILL OF SALE
LEGAL DESCRIPTION

EXHIBIT "E" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Assignment and Assumption

[Attached]

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of the ____ day of _____, 2025, by and between FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023 ("**Assignor**"), in favor of **CITY OF FONTANA, a municipal corporation** ("**Assignee**").

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee as of the date title to the property described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Property") is transferred to Assignee (the "Transfer Date"), all of the following relating to the Property, to the extent assignable, and without representation or warranty of any kind whatsoever, express or implied:

(a) any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "**Permits**"); and

(b) any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "**Warranties**"); and

(c) all equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "**Contracts**"), as more particularly described in Exhibit 2 attached hereto.

(d) all tenant leases and occupancy agreements relating to the Real Property (collectively, the "**Leases**"), as more particularly described in Exhibit 3 attached hereto.

2. Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of Assignor's covenants, agreements and obligations under the Permits, Warranties, Contracts and Leases.

3. The Parties shall engage in good faith non-binding mediation prior to initiation of any litigation. If legal action is commenced to enforce or to declare the effect of any provision of this Assignment, or any document executed in connection with this Assignment, the prevailing party shall be entitled to recover from the non-prevailing party attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Assignment or any document executed in connection with this Assignment shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment or any document executed in connection with this Assignment into any judgment on this Assignment or any document executed in connection with this Assignment.

4. This Assignment shall binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

"ASSIGNOR"

FONTANA MOTOR LODGE, Dated: _____, 2025
a California general partnership

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

_____
RAMESH RANCHHODBHA PATEL, co-trustee under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023

_____
RADHA RAMESH PATEL, co-trustee under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023

"ASSIGNEE"

CITY OF FONTANA, Dated: _____, 2025
a municipal corporation

By: _____
Matthew C. Ballantyne, City Manager

Attest:

_____
Germaine Key, City Clerk
Approved as to Form:

_____
Best Best & Krieger LLP

EXHIBIT “1” TO ASSIGNMENT AND ASSUMPTION
LEGAL DESCRIPTION

EXHIBIT “2” TO ASSIGNMENT AND ASSUMPTION

CONTRACTS

EXHIBIT “3” TO ASSIGNMENT AND ASSUMPTION

LEASES

SCHEDULE 5.7

LISTING OF ALL CONTRACTS, LEASES AND OCCUPANCY AGREEMENTS AFFECTING THE PROPERTY

File #: 25-0586
Agenda #: J.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Purchase and Sale Agreement-16565 Orange Way

RECOMMENDATION:
1. Approve a Purchase & Sale Agreement for the purchase of buildings and associated land located at 16565 Orange Way, Fontana CA 92335 specifically described as APN 0191-251-25 in the amount of $2,800,000 plus escrow costs and related acquisition fees.

2. Authorize the purchase of that certain Real Property with APN 0191-251-25 compromised of approximately 0.68-acre parcel with a 16,000 square foot building (“Property”) from Fontana Orange, LLC, a California Limited Liability Company.

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

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

DISCUSSION:
The City of Fontana continues to experience significant population growth and is now the most populous city in San Bernardino County. This growth has led to a corresponding increase in public infrastructure and demands on public services, supplies, equipment, and materials. To illustrate the scale of current maintenance responsibilities, Public Works staff currently manage over 220 traffic signals, 52 public parks, 470 miles of sewer lines, 640 centerline miles of roadway, and more than 28 public buildings-including the recently completed downtown parking structure.

The Public Works North Yard, located at 16440 Orange Way, serves as the city’s hazardous waste intake as well as equipment and material storage supply for public works operations. In addition to storage contained in the north yard, various city departments rent space from various storage facilities located throughout the city. To facilitate prompt repairs and service the demands of the businesses and residents of the city, additional storage capacity is needed.

The North Yard is not capable of supporting the storage needs of the city and it is economically inefficient to expand the city's use of privately owned storage facilities. Staff proposes acquisition of this property to resolve the ongoing growing demands of the city. Increased storage capacity will allow for more economic acquisitions of items needed for routine and specialized maintenance, including traffic signal poles, utility cabinets, park benches, light poles and other essential materials required for the daily upkeep of city assets.

The City and the Seller have negotiated a Purchase Agreement with the following proposed deal-points:

- The City of Fontana would acquire the property for the price of $2,800,000.
- The City of Fontana and Seller Fontana Orange, LLC will equally split any/all escrow fees as appropriate.
- The City will have 60 days from the opening of escrow to complete its due diligence on the subject property to confirm the suitability and condition of the property for the city's intended use.
- The City will have a sixty-day financing period to complete all wire-transfers and documents necessary for the close of escrow after approval of the feasibility review.

Approval of the Purchase Agreement and acquisition of the subject property is a crucial step in the City's efforts to efficiently maintain the city's growing list of assets and facilities.

FISCAL IMPACT:
The fiscal impact associated with the approval of this item is estimated to be $3,500,000 (including escrow costs, acquisition fees, and site improvements). The necessary budget adjustments will be included in the FY 25-26 First Quarter Budget Report Fund 601 and 632.

MOTION:
Approve staff recommendation.

AIRCRE contracts

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: September 24, 2025

1. Buyer.

1.1 City of Fontana, ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ 7 days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by First American Title (Kelly Simoneau & Lori Allison) ("**Escrow Holder**") whose address is 901 Via Piemonte, Suite 150, Ontario, CA 91764 - Phyllis Chambers escrow officer, Phone No. 909-510-6206, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when this Agreement is fully executed ~~by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties~~.

2. Property.

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) ±0.68 acre parcel with a ±16,000 square foot masonry building is located in the County of San Bernardino, is commonly known as (street address, city, state, zip) 16565 Orange Way, Fontana CA 92335 and is legally described as: to be provided by title (APN: 0191-251-25-0000).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Commonwealth Land Title Insurance Company - Crystal Leyvas ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and NONE (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ ~~is owned by Seller and included in the Purchase Price,~~ ☐ ~~is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company,~~ ☐ ~~ownership will be determined during Escrow, or~~ ☑ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and NONE all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $2,800,000.00, payable as follows: *(Strike any not applicable)*

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $2,800,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("**Existing Deed(s) of Trust**") securing the existing promissory note(s) ("**Existing Note(s)**"):~~

~~(i) An Existing Note ("**First Note**") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("**Second Note**") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("**Purchase Money Deed of Trust**") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("**Purchase Money Note**") in the amount of:~~

Total Purchase Price: $2,800,000.00

Initial

INITIALS INITIALS

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $100,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is TBD. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. *(Strike if not applicable)*

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan (**"New Loan"**) shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note). *(Strike if not applicable)*

6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) *Prepayment.* Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) *Late Charge.* A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) *Due On Sale.* In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to

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~~terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

~~**7. Real Estate Brokers.**~~

~~7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):~~

~~Seller's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (dual agent).~~

~~Seller's Agent _____ License No. _____ is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☐ both the Seller's Agent and the Buyer's Agent (dual agent).~~

~~Buyer's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent).~~

~~Buyer's Agent _____ License No. _____ is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent (dual agent).~~

~~The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.~~

~~7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.~~

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly

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executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 60 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~or~~ _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 60 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~or~~ _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

~~(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days following the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

~~(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such

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change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents and Other Items Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

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IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof (**"Existing Note Variation"**), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

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14. Buyer's Entry.
At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Fontana on the date of September 30, 2025, it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $100,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

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Seller's Initials

~~**22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)**~~
~~**22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED. THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS**~~

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AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 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 SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ Buyer's Initials

_____ Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but

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not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.2 . (If there are no additional provisions write "NONE".)

26.1 Notwithstanding anything to the contrary contained herein, Buyer shall have 60 days from the date of opening of escrow to satisfy the Contingencies to Closing outlined in Paragraph 9 herein.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

Initial

INITIALS

INITIALS

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The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

BUYER

City of Fontana

By: _____
Name Printed: Matthew C. Ballantyne
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: TBD

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

~~27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to _____% of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.~~

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: 2025-Sep-25 | 17:14 PDT

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent's DRE License #: _____

SELLER

Fontana Orange, LLC

Signed By:
By: _____
2390586B3C0B4D9...
Name Printed: Alexey Zabolotskikh
Title: Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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MS
_____
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ADDENDUM TO THE AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

THIS ADDENDUM supplements and, to the extent of any inconsistency, supersedes the provisions of that certain, AIR Commercial Real Estate Association Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate ("**Agreement**") between the undersigned Buyer and Seller dated as of September 24, 2025, as follows:

The AIR Commercial Real Estate Association Standard Offer and this Addendum shall be effective as of the date it is signed by all Parties.

1. **City Council Approval.** Buyer shall have no obligation to perform or close escrow unless and until the City Council of the City of Fontana has duly approved this Agreement and authorized the acquisition at a public meeting. Said approval to take place during the 60-day due diligence period outlined in Sections 9 and 26.1 of the Agreement.

2. **Closing Costs.** Buyer, as a public agency, is exempt from payment of documentary transfer taxes and recording fees pursuant to California Revenue & Taxation Code § 11922. Seller shall pay the premium for the owner's standard coverage title insurance policy; Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage. Each Party shall pay its customary share of escrow fees. Any provision requiring "net to Seller" or shifting all costs to Buyer is deleted.

3. Section 22 of the Agreement shall be replaced in its entirety to include:

Judicial Reference. To the fullest extent permitted by law, any and all disputes, claims, and causes of action arising out of or relating to this Agreement, the property, or any transaction contemplated herein (collectively, the "**Disputes**"), shall be resolved by judicial reference pursuant to California Code of Civil Procedure §§ 638–645.1. The parties shall jointly request that all Disputes be referred to a single referee appointed by the court, who shall be a retired judge of the Superior Court or other qualified individual mutually acceptable to the parties. The referee shall have the authority to hear and determine all issues in the action or proceeding, whether of fact or law, and to report a statement of decision. The referee's decision shall stand as the decision of the court and shall be entered by the court as a judgment. The parties reserve their right to judicial review of errors of law. The parties shall share equally in the fees and expenses of the referee, unless the referee determines otherwise. Nothing in this section shall limit the right of any party to seek provisional remedies from a court of competent jurisdiction (including without limitation writs of attachment, temporary restraining orders, or preliminary injunctions) to preserve the status quo or prevent irreparable harm pending the referee's determination.

4. **Attorneys' Fees.** Section 16 of the Agreement is amended to read: "Each Party shall bear its own attorneys' fees and costs incurred in connection with this Agreement and the transactions contemplated herein."

5. **Environmental Liability.** Buyer shall not assume liability for any Hazardous Substances or environmental conditions existing on or under the Property prior to the Close of

Escrow. Seller shall indemnify, defend and hold Buyer harmless from and against all claims, liabilities, costs, and expenses to include reasonable attorneys' fees arising from any such pre-existing environmental conditions discovered on the Property. This indemnification shall survive the Close of Escrow.

6. **Escrow Instructions.** Escrow Holder shall not prepare, amend or modify any escrow instructions relating to this transaction without the prior written approval of the City Attorney or other authorized representative of the City of Fontana.

7. **Brokerage.** Buyer has not engaged any broker or agent in connection with this transaction. No broker's commission shall be payable by Buyer. Any brokerage fees shall be the sole responsibility of Seller unless expressly approved by the City Council of the City of Fontana.

8. **Non-Appropriation.** Buyer's obligations under the Agreement are subject to the lawful appropriation of funds by the City Council of the City of Fontana. Such appropriation to take place during the 60-day due diligence period outlined in Sections 9 and 26.1 of the Agreement.

9. **Property Taxes and Assessments.** Buyer is a public agency and is exempt from payment of real property taxes. Prior to Close of Escrow, Escrow Holder and the Title Company shall confirm with San Bernardino County that no escaped assessments or other property tax liabilities affect the Property. In the event any such liabilities exist, Seller authorizes the satisfaction of such liabilities from funds otherwise payable to Seller at Close of Escrow. If any pre-Closing tax liabilities are later assessed, Seller shall promptly satisfy them or reimburse Buyer within thirty (30) days of demand, together with interest at the maximum legal rate from the date of Buyer's payment.

10. **Hazardous Materials Disclosure.** To Seller's knowledge, Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to AIR Commercial Real Estate Association Standard Offer, Agreement and Escrow Instructions For Purchase of Real Estate deemed effective as of the date first written above.

BUYER:

City of Fontana, a California municipal corporation

By: _____

Matthew C. Ballantyne, City Manager

Date: 9.29.25

SELLER:

Fontana Orange, LLC, a California limited liability company

By: Signed by: 2390586B3C0B4D9...
Alexey Zabolotskikh

Its: Manager

Date: 2025-Sep-25 | 17:14 PDT

File #: 25-0591
Agenda #: K.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Approve a Contract with Active Education for the Soccer & Multi-Sports Program to be delivered at Fontana Expanded Learning Program.

RECOMMENDATION:

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

2. Approve a contract with Active Education to provide and deliver the Soccer & Multi-Sports Program for the Fontana Expanded Learning Program at elementary and middle school sites.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:

- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.
- Enhance the local environment for future generations and create a healthy economic and environmental future by encouraging healthy eating, regular physical activity, and responsible individual choices.

DISCUSSION:
The Fontana Unified School District (FUSD) is contracting with the City of Fontana to serve as their Fontana Expanded Program (FELP) Provider. FELP is fully funded through the After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P).

As part of the grant-required curriculum components, FELP provides physical education components and 21st-century skills lessons to meet the program requirements, as well as align with the district's efforts to support participants' healthy living skills.

It is recommended that the City contract with Active Education to provide and deliver the Soccer & Multi-Sports Program curriculum for the Fontana Expanded Learning Program at elementary and middle school sites to support the Operating Agreement between the City and FUSD. The program will support participants' physical education and sportsmanship skills.

The Soccer & Multi-Sports programming will focus on teaching participants essential values such as teamwork, basic conflict resolution, and responsible decision-making. Additionally, FELP staff will receive training on the fundamentals of fun recreational play provided by Active Education.

This is a sole-source contract as the curriculum is only available through Active Education and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source. The contract template is approved by BBK.

FISCAL IMPACT:
The program is budgeted in the adopted FY 2025/2026 Community Services Department operating budget as designed by the FUSD Operating Agreement. The program cost is $166,320.00 and will be funded from budget unit 38624101 in account 8130.

The City, per the Operating Agreement with the Fontana Unified School District, will be reimbursed in an amount not to exceed $14,880,864 per year for services provided to the grant-based after-school program.

MOTION:
Approve staff recommendation

EXHIBIT "A"
SCOPE OF SERVICES

The Contractor, **Active Education,** shall provide the City with a structured soccer program for the Fontana Expanded Learning Program school sites. The soccer program will focus on the sports fundamentals and fitness. The program will emphasize the development of skill development as well as Positive Behavior Interventions and Supports' (PBIS) best practices. The program will be conducted within nine (9) months, with in-person visits scheduled to begin on **execution of contract** and conclude by **May 28, 2026**.

- The contractor will service:
  - Provide Soccer/Sports Clinics to 33 Fontana Expanded Learning Program sites.
- Schedule
  - 24 weeks
  - Number of services provided 4 days per week
  - Program days: Tuesday to Friday
  - Between 12pm-5pm

- Programming
  - Total number of sessions: 396
  - Participants will receive structured soccer/sports clinics teaching the fundamentals of the sport and fitness.
  - Activities will encompass fun and healthy activities with an emphasis on social and emotional learning and PBIS best practices.

- For all visits, the City of Fontana shall provide:
  - Calendar schedule for activities/visits.
  - Use of facility space.
  - Contractor shall work directly with FELP staff regarding facility/equipment needs.

- The Contractor shall provide the City with the following:
  - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days before the performance to guarantee payment for the following services.
  - Completion of fingerprinting and background checks for participating staff.
  - Completion of Mandated Reporter Training through Vector Solutions.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO- P).**
- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

May 28, 2026
$166,320.00 (ELO- P Funded Schools)
$166,320.00 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set-up the Contractor may be offered an alternative performance date at the same pay rate.

Date: Aug 22, 2025

School Proposal

This proposal outlines the intended agreement to provide services for the 2025-2026 school year, between **City of Fontana, After-School Soccer & Multi-Sports Program** and Active Education.

Program Details:

We provide a structured activity program, which encompasses fun and healthy activities with an emphasis on social and emotional learning and PBIS best practices. Our curriculum has been designed using evidence-based research and data in alignment with CASEL's core competency framework. Our programs provide character development to students through a combination of activities and monthly character education focuses.

- *Number of weeks:* 24
- *Service to be provided* 4 *days per week*
- *Number of hours per week:* 34
- *Total number of sessions (Session = 2 hours @ 1 Site:* 396
- 10+ *staff members will work with over* 180 *students per day*
- *Start date:* Sept 22, 2025
- *End date:* May 29th, 2026
- *Exact days and times to be agreed by Principal or Assistant Principal:* Tuesday to Friday
- *Maximum cost for the program will be:* $166,320

We Guarantee:

- Staff will be vetted and live-scanned prior to arrival at the school site
- We will provide all necessary equipment unless otherwise specified
- Applicable insurance documents will be provided upon contract agreement

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
XX-XX-XX-XX

This Agreement is made and entered into as of x day of October, 2025 by and x day of June, 2025 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 Active Education with its principal place of business at PO Box 1838, Redlands, CA 92373 (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:

After-School Soccer & Multi-Sports Program (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." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

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 "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $166,320. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term:

The term of this Agreement shall be from **October x, 2025** to **June x, 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. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

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

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. Reversed

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign Lee Hartley 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	Active Education
8353 Sierra Avenue	Box 1838
Fontana, California 92335	Redlands, CA 92373
Attn: Marlene Bonilla	Attn: Lee Hartley
mbonilla@fontanaca.gov	lee.hartley@activeeducation.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. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Ramon Ebert
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Daniel Schneider
Community Services Director

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

Active Education

By: _____

EXHIBIT A

Scope of Services

FONTANA
CALIFORNIA

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:		**Amendment No.:**		**Requestor:**	Sergio Barragan	**Date:**	9/2/25
Pre-Tax Amount:	$ $ 106,000.00	**Tax:**	$ $ 0.00	**Freight:**	$ $ 0.00	**Total Amount:**	$ $ 106,000.00
Vendor Name:	Active Education						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources ☐	**Gov't Grant** ☑	**Other** ☐			
Certifications:	**Debarment[4]** ☐	**Anti-Lobby[5]** ☑	**Certificate(s) Attached** ☐	**Not Applicable** ☐	
Fund:	386254101	**Object Code:**	8130		
Equipment Screening[6]:	**Yes** ☐	**Not Applicable** ☑		**Title Vests: -**	
Purchase Description:	Soccer and Multi-Sports Program				

1. Source Selection - Competition is impracticable (Check appropriate box):

☒ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $5,000

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

☒ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $ $ 80,000.00

Supplier Contact: Active Education Date of Schedule: 9/2/2025

☒ Previous purchase.

Supplier: Active Education Unit Price: $ 80,000.00

PO No.: 22500321 PO Date: 8/22/2024

☐ Similar item in related industry.

Price Source: Unit Price: $ 80,000.00

Supplier: Active Education Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

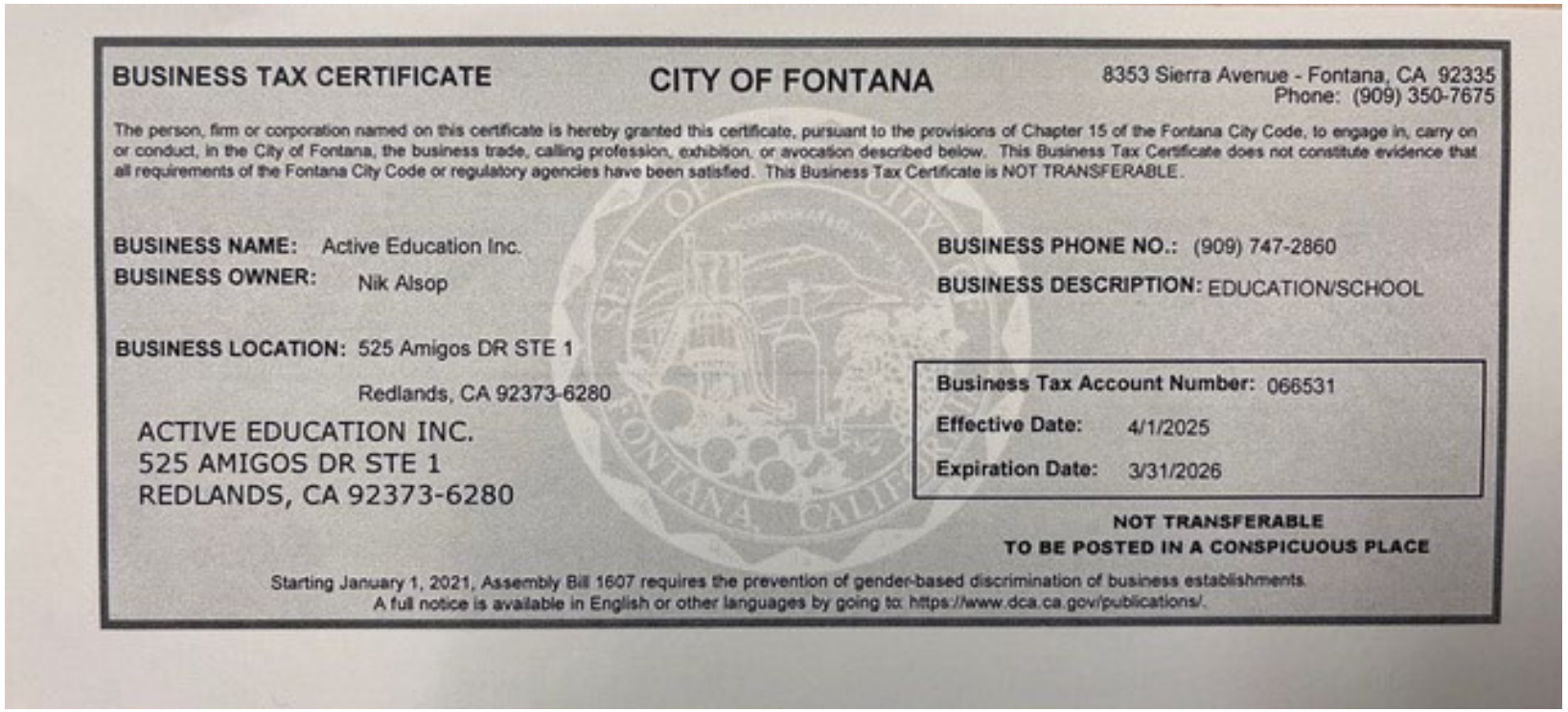
Required Signatures:

Sergio Barragan — Requestor Name (Print)

Requestor Signature — Date: 9/18/25

Daniel Schneider — Department Director Name (Print)

Department Director Signature — Date: 9/18/25



BUSINESS TAX CERTIFICATE

CITY OF FONTANA

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.

BUSINESS NAME: Active Education Inc.
BUSINESS OWNER: Nik Alsop

BUSINESS PHONE NO.: (909) 747-2860
BUSINESS DESCRIPTION: EDUCATION/SCHOOL

BUSINESS LOCATION: 525 Amigos DR STE 1
Redlands, CA 92373-6280

ACTIVE EDUCATION INC.
525 AMIGOS DR STE 1
REDLANDS, CA 92373-6280

Business Tax Account Number: 066531
Effective Date: 4/1/2025
Expiration Date: 3/31/2026

NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.
A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Active Education Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

525 Amigos Drive, Suite 1

Requester's name and address (optional)

6 City, state, and ZIP code

Redlands, CA 92373

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	6	–	3	4	5	7	2	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 3-11-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACTIEDU-01 LHEMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Lysandra Jones-Hemmers PHONE (A/C, No, Ext): (909) 379-1333 FAX (A/C, No): (909) 533-2266 E-MAIL ADDRESS: lysandra.hemmers@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Active Education P.O. Box 1838 Redlands, CA 92373	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	PHPK2585494-004	8/1/2025	8/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2585494-004	8/1/2025	8/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			PHPK2585494-004	8/1/2025	8/1/2026	EachProf Incident	1,000,000
A	Misconduct / Abuse			PHPK2585494-004	8/1/2025	8/1/2026	Each Abusive Conduct	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Various School Programs within the District

City of Fontana is Additional insured on General Liability per the attached as required by written contract. Waiver of Subrogation applies per attached. "Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc (Hub), independant of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holders notice of such cancellation within ten (10) days of the cancellation date."

CERTIFICATE HOLDER

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – **DEFINITIONS** is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions**:**

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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File #: 25-0592
Agenda #: L.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Approve a Contract with TA Mentoring Services LLC for the Noble Youth Program to be delivered at Fontana Expanded Learning Program school sites.

RECOMMENDATION:

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

2. Approve a contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program to the Fontana Expanded Learning Program's 6th through 8th grade participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:

- Increase citizen involvement by Developing future leaders.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:
The Fontana Unified School District (FUSD) is contracting with the City of Fontana to serve as their Fontana Expanded Program (FELP) Provider. FELP is fully funded through the After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P).

As part of the grant-required curriculum components, FELP provides leadership opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the district's efforts to prepare students for education and leadership exploration.

It is recommended that the City contract with TA Mentoring Services LLC to provide and deliver the Noble Youth Leadership Program for FELP's 6th through 8th grade participants in support of the Operating Agreement between the City and FUSD. The program will support student leadership development and expose them to social-emotional skills needed for successful social and academic

achievement.

The Noble Youth Leadership curriculum will focus on teaching participants essential life values, including respect, dignity, and trust. Additionally, TA Mentoring LLC will train FELP staff on the Noble Youth Leadership curriculum.

This is a sole-source contract, as the curriculum is only available through TA Mentoring Services LLC and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source. The contract template is approved by BBK.

FISCAL IMPACT:
The program is budgeted in the adopted FY 2025/2026 Community Services Department operating budget as designed by the FUSD Operating Agreement. The contract cost of $650,000.00 and will be funded from Budget Unit 38624101 in the Fontana After School Program Account 8130.

The City, per the Operating Agreement with the Fontana Unified School District, will be reimbursed in an amount not to exceed $14,880,864 per year for services provided to the grant based after school program.

MOTION:
Approve staff recommendation.

EXHIBIT "A"
SCOPE OF SERVICES

The Contractor **T.A. Mentoring Services LLC** shall provide the City with a Noble Youth Leadership sessions at the at Fontan Expanded Learning Program sites for participants grades sixth through eighth. The Noble Youth Leadership curriculum will focus on teaching students' important values in life such as respect, dignity, love and trust. Professional development will be provided to Fontana Expanded Learning Program staff on the Noble Youth Leadership curriculum. The workshops, presentations, and staff development will be conducted within a nine (9) month timeframe with sessions scheduled to begin on the **execution of contract and** conclude by **June 30, 2026**.

- Schedule:
    - Session will begin on the **execution of contract and** conclude by **June 30, 2026**.

- The Contractor sessions will include**:**
    - 12 sessions (each cohort)
    - Up to 900 students served (3 cohorts at each site)
    - FELP staff members will attend Noble Youth sessions
    - Train staff in Restorative Practice circles.
    - Parent informational meetings at each site or through Zoom
    - Follow-up calls/meetings with students and parents
    - Develop outreach materials in partnership with Fontana Expanded Learning Program staff.
    - Three celebrations for program participants in Noble Youth - Food will be provided.
    - Sweatshirts, bracelets, and backpacks are provided to student participants.
    - Planning and implementation
    - Summary report of program outcomes
    - Presentation to Fontana Expanded Learning Program staff on program implementation.
    - Will support City of Fontana efforts to collect data based on evaluation outcomes agreed to collectively.
    - Noble Youth staff will attend all meeting requests by the Fontana Expanded Learning Program.
    - In-Kind services - City will provide a space for three (3) celebrations. If allowed by Public Health Department.

- The Contractor shall provide the City with the following:
    - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days before the performance to guarantee payment for the following services.
    - Completion of fingerprinting and background checks for participating staff.
    - Completion of Mandated Reporter Training through Vector Solutions.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO- P).**

- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

June 30, 2026
$650,000 (ELOP Funded Schools)
$650,000 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set-up the Contractor may be offered an alternative performance date at the same pay rate.

TA Mentoring Services, LLC

Noble Youth (Restorative Circles and Mentoring)

Scope of work

Expanded Learning Youth Leadership Vision
To enhance the quality of life for youth in San Bernardino County

Selection Process - Approximately 900 Expanded Learning Program students from Fontana Unified School District will be selected as Noble Youth participants. Students in grades six, seven, and eight can also request to be part of the program during recruitment period.

Cost to Participants - There is no cost to participants; Fontana Expanded Learning Program (FELP) will cover costs through the after-school program.

Curriculum - The curriculum to be used is called “Joven Noble” (Noble Youth). The curriculum will focus on teaching students about important values in life: respect, dignity, love, and trust. The curriculum is from the National Compadres Network and is evidence based.

Mentoring - TA Mentoring Services will provide 1 on 1 mentoring to students in the FELP Program. Mentors will interact, participate, and follow up with students throughout the After School Program. Mentors will help provide support for selected students. Mentors will be available during FELP programming times.

Staff Follow-Up – TA Mentoring Services, LLC will provide ongoing check-ins with site staff. Mentors will track and record student attendance for each session of the 12 sessions.

FELP Training- TA Mentoring Services staff will attend summer training for FELP staff in preparation for the following school year.

Informational Sessions with Parents - Students will attend an informational session with their parents to outline the objectives of the program and review guidelines and expectations.

Sessions with Students - The participants will go through 12 distinct sessions as part of the curriculum.

Training FELP staff - Fontana Expanded Learning Program (FELP) staff will participate in training to learn how to implement Restorative Practices circles at their sites.

Ceremony- TA Mentoring Services will be responsible for all costs/equipment/materials associated with rites of passage ceremonies.

CSUSB Leadership Center- The participants in Noble Youth will get to attend the Challenge Center. Continuing to build leadership and team building skills with their peers.

Advanced Noble Youth (NY)- TA Mentoring Services will offer an advanced Noble Youth Program for students that have completed the first part and have received a certificate. The advanced will offer hands-on experience in creating a talking piece, necklace, a mask, and a shield offering the students an opportunity to learn more about themselves and their peers. (12-sessions)

Contract Start/End – August 18, 2025, to June 30, 2026

Services provided to - Fontana Expanded Learning Program (FELP)

TA Mentoring Services, LLC fee includes:

- 12 sessions (each cohort)
- Up to 900 students served (3 cohorts at each site)
- FELP staff members will attend Noble Youth sessions
- Train staff in Restorative Practice circles.
- Parent informational meetings at each site or through Zoom
- Follow-up calls/meetings with students and parents
- Develop outreach materials in partnership with Fontana Expanded Learning Program staff.
- Three celebrations for program participants in Noble Youth - Food will be provided.
- Sweatshirts, bracelets and backpacks are provided to student participants.
- Planning and implementation
- Summary report of program outcomes
- Presentation to Fontana Expanded Learning Program staff on program implementation.

- Will support City of Fontana efforts to collect data based on evaluation outcomes agreed to collectively.

In-kind services – Fontana Expanded Learning Program will provide a space for three ceremonies, certificates, and decorations.

This fee includes attending all meeting requests by the Fontana Expanded Learning Program staff.

Program payment: Fontana Expanded Learning Program agrees to pay T.A Mentoring Services LLC. in 3 installments based on the contract budget. (start, middle, end)

Total Cost: $650,000

Program Budget

Program Budget (based on up to 900 youth served):

Item	Total
Sweatshirts - 300 x 3 Cohorts	$35,000
Backpacks 300 x 3 Cohorts	$10,000
Bracelets 300 x 3 Cohorts	$3,000
Ceremony for 900 Participants X3 Cohorts	$30,000
Student Rewards 300 x 3 Cohorts	$7,000
Trainings, Special Meetings, Program Evaluation	$50,000
1 - Facilitator Lead (Program Manager)	$110,000
7 Assistant Facilitators	$340,000
The CSUSB Challenge Center- Facility fee. 39.00 Per Student	$35,000
Transportation to CSUSB Challenge Center	$21,000
Supplies for (Advance Noble Youth)	$9,000
Total	$650,000

Program Materials - Sweatshirts and backpacks are presented to students once they complete the program.

Bracelets - Presented to each participant.

Student Rewards - Students who attend weekly and actively participate are rewarded with snacks and prizes.

Ceremonies - At the end of each cohort, students are invited to attend the ceremony. Food, cake, and drinks are provided for students and their families.

Trainings - We would like to bring in organizations to provide additional training to Fontana Expanded Learning Program (FELP) staff. This would include additional meetings, evaluation and training requested by FELP.

Facilitator - Provide oversight and program implementation.

Assistant Facilitators - Provide program support to school sites and help staff with implementation.

The CSUSB Challenge Center- This is the cost per student to attend the course.

Transportation to CSUSB Challenge Center- This is the cost of transporting students to and from the Challenge Center from each school site.

Supplies for advance NY-TA Mentoring Services will provide all supplies for the advanced Curriculum (talking piece, shield, necklace and mask activity.

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of September, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and TA Mentoring Services LLC, a Limited Liability Company with its principal place of business at 50091 Kenmore St. Coachella, CA 92336 (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:
Noble Youth Program
(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." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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 "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $650,000.00 This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term:

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(8) Property Damage
(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. Reserved

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign Trinidad Arredondo - Noble Youth Facilitator as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Sergio Barragan
sbarragan@fontanaca.gov

CONSULTANT:
T.A Mentoring Services LLC
50091 Kenmore St.
Coachella, CA 92236
Attn: Trinidad Arredondo
arredondo.trinidad@gmail.c

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Daniel Schneider
Community Services Director

VENDOR NAME.

By: _____
T.A Mentoring Services LLC
Trinidad Arredondo

By: _____
_____
_____

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

EXHIBIT A

Scope of Services

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Trinidad Arredondo

2 Business name/disregarded entity name, if different from above.

T.A. Mentoring Services LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

50091 Kenmore st

Requester's name and address (optional)

6 City, state, and ZIP code

Coachella, CA 92236

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	7	–	1	4	8	6	8	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** T.A. Mentoring Services LLC **Date** 6/12/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

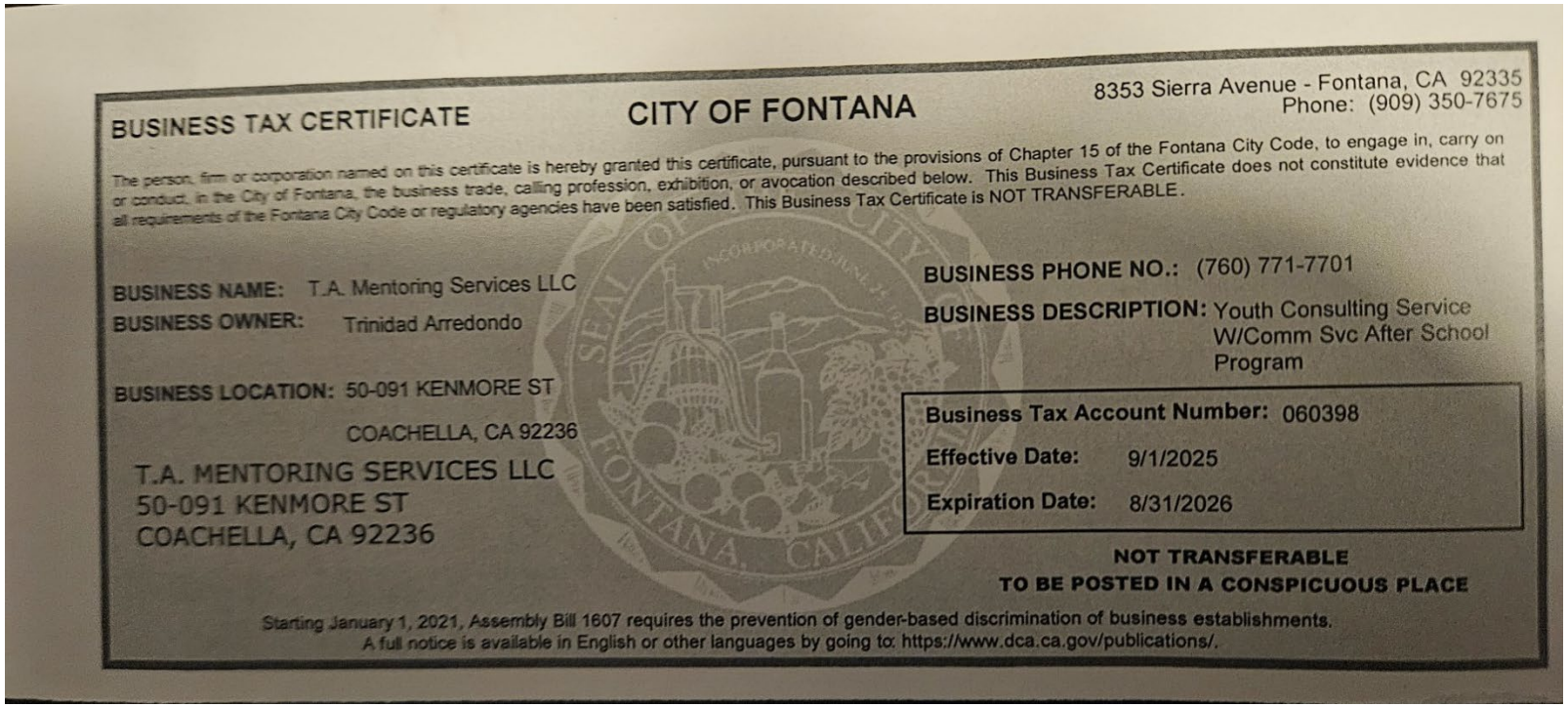
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



BUSINESS TAX CERTIFICATE

CITY OF FONTANA

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.

BUSINESS NAME: T.A. Mentoring Services LLC
BUSINESS OWNER: Trinidad Arredondo

BUSINESS LOCATION: 50-091 KENMORE ST
COACHELLA, CA 92236

T.A. MENTORING SERVICES LLC
50-091 KENMORE ST
COACHELLA, CA 92236

BUSINESS PHONE NO.: (760) 771-7701

BUSINESS DESCRIPTION: Youth Consulting Service W/Comm Svc After School Program

Business Tax Account Number: 060398
Effective Date: 9/1/2025
Expiration Date: 8/31/2026

NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.
A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mellisa Williams	
PGI - Mel's Insurance Services, Inc. 81557 Dr Carreon Blvd Ste. B-8 Indio CA 92201	PHONE (A/C, No, Ext): (760) 347-0800	FAX (A/C, No): 760-347-0802
	E-MAIL ADDRESS: mel@melsinsurance7.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Companies	18058
INSURED	INSURER B :	
Trinidad Arredondo - TA MENTORING SERVICES LLC 50091 Kenmore St Coachella CA 92236	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Sexual Abuse/Molestation [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2592040	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location #0001 - 9453 Citrus Ave., Fontana, CA 92335-5510

CERTIFICATE HOLDER

Fontana Unified School District
9680 Citrus Avenue
Fontana CA 92335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mellisa Amador Williams

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FONTANA
CALIFORNIA

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:		**Amendment No.:**		**Requestor:**	Sergio Barragan	**Date:**	9/2/25
Pre-Tax Amount:	$ $ 650,000.00	**Tax:**	$ $ 0.00	**Freight:**	$ $ 0.00	**Total Amount:**	$ $ 650,000.00
Vendor Name:	TA Mentoring Services, LLC						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources ☐	**Gov't Grant** ☑	**Other** ☐					
Certifications:	**Debarment[4]** ☐	**Anti-Lobby[5]** ☑	**Certificate(s) Attached** ☐	**Not Applicable** ☐			
Fund:	386254101	**Object Code:**	8130				
Equipment Screening[6]:	**Yes** ☐	**Not Applicable** ☑		**Title Vests: -**			
Purchase Description:	Noble Youth Program						

1. Source Selection - Competition is impracticable (Check appropriate box):

☑ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

TA Mentoring LLC is the sole publisher and distributor of the Noble Youth curriculum The Noble Youth curriculum will be hosted at five (5) Fontana Expanded Learning Program middle school sites. There are no other providers that provide the Noble Youth curriculum. The Fontana Expanded Learning Program would take a piecemeal approach in gathering items that meet the needs of the program.

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $5,000

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

☐ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $ $ 517,000.00

Supplier Contact: Date of Schedule:

☒ Previous purchase. Noble Youth

Supplier: TA Mentoring Services Unit Price: $ 517,000.00

PO No.: 22500572 PO Date: 10/22/2024

☐ Similar item in related industry.

Price Source: Unit Price: $ 517,000.00

Supplier: TA Mentoring Services Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

Required Signatures:

Sergio Barragan — Requestor Name (Print)

Requestor Signature — Date: 9/18/25

Daniel Schneider — Department Director Name (Print)

Department Director Signature — Date: 9/23/25

File #: 25-0593
Agenda #: M.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Approve a Contract with EBK & Company LLC to provide the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program's Middle School sites.

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

2. Approve a contract with EBK & Company LLC to provide and deliver the US Engineering League, Mechanical Engineering/Robotics Club for the Fontana Expanded Learning Program at ASES/ELO-P Funded Middle School sites.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:
The Fontana Unified School District (FUSD) is contracting with the City of Fontana to serve as their Fontana Expanded Program (FELP) Provider. FELP is fully funded through the After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P).

As part of the grant-required curriculum components, the FELP provides science, technology, engineering, and mathematics opportunities and 21st Century Skill lessons to meet the program requirements as well as align with the district's efforts to prepare students for education and career exploration.

It is recommended the City contract with EBK & Company LLC to provide the United States Engineering League curriculum for the Fontana Expanded Learning Program at five (5) middle school sites to support the Operating Agreement between the City and FUSD. The program will support and

increase engagement in STEM, exposing participants to coding, mechanical engineering, physics, and art.

The United States Engineering League curriculum focuses on teaching students the essential values in STEM, such as media and technology literacy, productivity, social skills, communication, flexibility, and initiative. Additionally, EBK & Company LLC will train FELP staff on the US Engineering League curriculum.

FISCAL IMPACT:
The program is budgeted in the adopted FY 2025/2026 Community Services Department operating budget as designed by the FUSD Operating Agreement. The cost of the contract is $351,000 and will be funded from Budget Unit 38624101 in the account 8130.

The City, per the Operating Agreement with the Fontana Unified School District, will be reimbursed in an amount not to exceed $14,880,864 per year for services provided to the grant based after school program.

MOTION:
Approve staff recommendation

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor **EBK & Company LLC** shall provide the City with Race Engineering sessions and the SumoBots League Program at five (5) Fontana Expanded Learning Program middle school sites. The USEL curriculum will focus on teaching students coding and fundamental building skills. Professional development will be provided to Fontana Expanded Learning Program staff on the USEL curriculum. The workshops, presentations, and staff development will be conducted within a (9) month timeframe with sessions scheduled to begin on the **execution of a contract to June 30, 2026.**

- Schedule:
    - Session will begin on the **execution of the contract and** conclude by **June 30, 2026**

- The Contractor sessions will include**:**
    - Full Implementation at five (5) middle school sites.
    - 10-week session on Race Engineering sessions (RC Cars)
    - USEL will provide 2 instructors per site, a USEL Race Engineering Kit, RC replacement parts, Professional Development, and all instruction to implement the program.
    - RC Tournament (Event supply kits, Tournament Track, Participate Shirts, Trophies)

    - Full Implementation at five (5) middle school sites
    - 10-week session on SumoBots League Program
    - USEL will provide 2 instructors per site, computer equipment, SumoBot battle ring, SumoBot Kit Pieces and Kits, and all instruction to implement the program
    - WRO Tournament (Event supply kits, Participate Shirts, Trophies)
    - Up to 600 students served.
    - Up to 40 staff members training development
    - Professional Video / Photography
    - Summary report of program outcomes.
    - Will support the City of Fontana's efforts to collect data based on evaluation outcomes agreed to collectively.

- The Contractor shall provide the City with the following:
    - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days prior to the performance to guarantee payment following services.
    - The Contractor agrees to submit their staff working directly with participants to fingerprinting background checks and completion of Vector Solutions Mandated Reporter training prior to the performance.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.

- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO-P) Grant**

- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

June 30, 2026
$300,000.00 (ELO-P Funded Schools)
$351,000.00 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set- up the Contractor may be offered an alternative performance date at the same pay rate.

USEL
US ENGINEERING LEAGUE
YOUTH ROBOTICS COMPETITIONS

2025/2026

FELP PROGRAMS

PROJECT PROPOSAL 2025/26

Prepared by Derrick Kreimann
on August 27, 2025

EXECUTIVE SUMMARY

USEL Youth Robotics program proposes an expanded and enhanced partnership with the Fontana Expanded Learning Program. Our program aims to provide comprehensive STEAM education, fostering critical thinking, teamwork, and advanced technical skills among students in grades 6th - 8th at **middle school sites**. This proposal outlines the scope of work, objectives, and expected outcomes for the 2025-2026 academic year.

SCOPE OF WORK

- **FELP Middle Schools (6th - 8th Grade):** Implement engineering programs in schools selected by **FELP for students attending middle school**, focusing on AI coding, engineering, critical thinking, and teamwork. Host events alongside district partners to showcase student achievement.

ENGINEERING PROGRAMS

- **USEL SumoBots:** Mechanical Engineering focused robotics program that includes fundamental coding of a remote control, with the overall theme of robot construction. This program has students design unique battling robots to push opposing robots out of a sumo ring. It is a fun way to have students think critically and creatively to achieve positive results.

- **USEL Race Engineering:** Mechanical Engineering focused engineering program that includes instruction on race physics and car design, with the overall theme of brand building, mechanical and electrical engineering. This program has students redesign RC cars to achieve artistic design and speed awards in competition. It is a fun way to have students see how art and engineering are linked in different fields.

COMPETITIONS AND EVENTS

- Host annual RoboPalooza and District Finals, providing a platform for students to showcase their skills to the community.
- Facilitate participation in national competitions, aiming for high performance and representation from FELP.
- Prepare for participation in international events, including the WRO International Open Championship in 2026.

PROGRAM OBJECTIVES

- **Skill Development:** Equip students with essential robotics and AI coding skills, fostering problem-solving, critical thinking, and teamwork that will be in demand in the workforce of the future.
- **Increased Student Access:** Increase student participation at all FELP school sites and interest in STEAM fields by providing more access to competitive robotics programs.
- **Enhance Student Ability:** Prepare students to utilize AI programs to enhance their current abilities by working alongside AI to come up with solutions.
- **Sustainable Growth:** Build a sustainable and scalable robotics program that can grow with increasing student interest and participation.

EXPECTED OUTCOMES

- **Increased Participation In AI Programs:** Grow student interest in AI using robotics and vision learning via RC program
- **Enhanced Skills:** Demonstrate measurable improvements in student robotics, coding, and AI.
- **Competition Success:** Achieve high performance in district, national, and international competitions.
- **Positive Feedback:** Receive positive feedback from students, parents, and educators, highlighting the program's impact on student development and engagement.

IMPLEMENTATION PROCESS

- 2 Dedicated USEL Instructors Per Middle School Site
- Meet Once a Week for 90 Minutes
- Minimum 8 Weeks Per Semester
- USEL Delivers and Transports Equipment
- FELP will register and provide students
- USEL to host competitions with exact dates TBD

TIMELINE

- **Program Launch:** September 2025
- **RoboPalooza Event:** December 2025
- **Future Engineers Event:** April 2026
- **Program Concludes:** May 2026

CONCLUSION

The USEL Youth Robotics program is dedicated to empowering FUSD students through innovative robotics education. By expanding our partnership with the City Of Fontana FELP department, we aim to create a dynamic and impactful program that prepares students for future success in STEAM fields.

Derrick Kreimann
Phone: 909-644-7545
Email: ceo@usengineeringleague.org

Fontana Expanded Learning Program

Solution	Service	Pricing
Sep 2025 -- Dec 2025 1st Semester	USEL SumoBots Implementation (5 School Sites)	$80,000.00
	USEL SumoBot Kits (150) 30 Per School Site	$60,000.00
	RoboPalooza Showcase Event	$25,000.00
	Professional Video/Photography	$10,500.00
	Subtotal	**$175,500**
February 2026 - May 2026 2nd Semester	USEL Race Engineering Implementation (RC Cars)	$80,000.00
	USEL Race Engineering Kits (150) 30 Per Site	$60,000.00
	Future Engineers Showcase Event	$25,000.00
	Professional Video/Photography	$10,500.00
	Subtotal	**$175,500**
Total Price	**Total**	**$351,000**

USEL SumoBots Events	**Future Engineers Showcase Event**	
Event Supply Kits	Event Supply Kits	
Competition Ring	Operation Cost (Staffing, Setup, Pre Event Registration Setup, Event Planning)	
Certificates	Trophies	
Operation Cost (Staffing, Setup, Pre Event Registration Setup, Event Planning)	Certificates	
Trophies	Official WRO Future Engineers Mats	

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of September, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and EBK & Company LLC, a Limited Liabilty Partnership dba US Engineering League with its principal place of business at 2933 South Walker Avenue, Ontario, CA 91761 (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:
Consultant - Workshops, Presentations and Staff Development Training Services for the USEL Engineering Program
(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." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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 "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $351,000.00 This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term:

The term of this Agreement shall be from September 1, 2025 to May 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(8) Property Damage
(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. Reserved

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign Derrick Kreimann as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Sergio Barragan
sbarragan@fontanaca.gov

CONSULTANT:
EBK & Company
2933 S. Walker Ave
Ontario, CA 91761
Attn: Ericka Kreimann
ericka@usengineeringleague.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. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Daniel Schneider
Community Services Director

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

VENDOR NAME.

By: _____
Ericka Kreimann
Chief Branding Officer

By: _____
_____
_____

EXHIBIT A

Scope of Services

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EBK & Company LLC

2 Business name/disregarded entity name, if different from above
US Engineering League

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9051 Rochester Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Rancho Cucamonga, CA 91730

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
3	7	–	1	8	2	8	3	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ► [signature] **Date** ► 06/24/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BUSINESS TAX CERTIFICATE

CITY OF FONTANA

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.

BUSINESS NAME: Us Engineering League

BUSINESS OWNER: Ericka B Kreimann
Derrick J Kreimann

BUSINESS LOCATION: 814 Alpine ST
Upland, CA 91786-4513

US ENGINEERING LEAGUE
2933 S WALKER AVE
ONTARIO, CA 91761-7126

BUSINESS PHONE NO.: (909) 644-7545

BUSINESS DESCRIPTION: EDUCATION/SCHOOL

Business Tax Account Number: 065972

Effective Date: 12/1/2024

Expiration Date: 11/30/2025

NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.
A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Select Certificates (Mpls) **PHONE (A/C, No, Ext):** 763-746-8000 **FAX (A/C, No):** **E-MAIL ADDRESS:** SelectProcessing@marshmma.com
INSURED EBK&COMPA EBK & Company LLC dba US Engineering League 2933 S. Walker Ave Ontario CA 91761	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Markel Insurance Company 38970 **INSURER B :** Hartford Casualty Insurance Company 29424 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 131582321 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CCP4267	7/14/2025	7/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CCP4267	7/14/2025	7/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CCU30817	7/14/2025	7/14/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 200,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WECCE9568	8/15/2025	8/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Abuse & Molestation			CCP4267	7/14/2025	7/14/2026	Each Occurrence Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is hereby provided evidence of coverage.

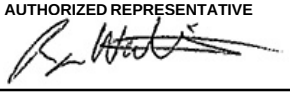
CERTIFICATE HOLDER

City of Fontana
8353 Sierra Ave
Fontana, CA 92335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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FONTANA
CALIFORNIA

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:		**Amendment No.:**		**Requestor:**	Sergio Barragan	**Date:**	8/26/25
Pre-Tax Amount:	$ $ 351,000.00	**Tax:**	$ $ 0.00	**Freight:**	$ $ 0.00	**Total Amount:**	$ $ 351,000.00
Vendor Name:	EBK & Company LLC						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	☐	**Gov't Grant**	☑	**Other**	☐		
Certifications:		**Debarment[4]**	☐	**Anti-Lobby[5]**	☑	**Certificate(s) Attached** ☐	**Not Applicable** ☐
Fund:	386254101			**Object Code:**	8130		
Equipment Screening[6]:	**Yes** ☐	**Not Applicable**	☑			**Title Vests: -**	
Purchase Description:	USEL curriculum, SumoBot kits, and Race Engineering kits.						

1. Source Selection - Competition is impracticable (Check appropriate box):

☑ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

EBK & Company LLC is the sole publisher and distributor of the USEL curriculum for Sumbot and Race Engineering kits. USEL curriculum, SumoBot league, and Race Engineering sessions will be hosted at five (5) Fontana Expanded Learning Program middle school sites. There are no other providers that provide the USEL curriculum. The Fontana Expanded Learning Program would take a piecemeal approach in gathering items that meet the needs of the program.

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $5,000

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

☒ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $ $ 351,000.00

Supplier Contact: Derrick Kreimann Date of Schedule:

☒ Previous purchase. US Engineering League

Supplier: EBK & Company LLC Unit Price: $ 351,000.00

PO No.: 22500571 PO Date: 6/30/2025

☐ Similar item in related industry.

Price Source: Unit Price: $ 351,000.00

Supplier: EBK & Company LLC Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

Required Signatures:

Sergio Barragan		9/18/25
Requestor Name (Print)	Requestor Signature	Date
Daniel Schneider		9/22/25
Department Director Name (Print)	Department Director Signature	Date

File #: 25-0594
Agenda #: N.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Approve a Contract with Bestwenty4 Studios LLC for the Season of Success Program for the Fontana Expanded Learning Program.

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

2. Approve a contract with Bestwenty4 Studios LLC to provide and deliver the Season of Success program for the Fontana Expanded Learning Program's participants.

3. Authorize the City Manager or designee to sign the agreement, all related documents, and any amendments for the term of the agreement.

COUNCIL GOALS:
- Increase citizen involvement by developing future leaders.
- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.

DISCUSSION:
The Fontana Unified School District (FUSD) is contracting with the City of Fontana to serve as their Fontana Expanded Program (FELP) Provider. FELP is fully funded through the After School Education and Safety (ASES) Grant and Expanded Learning Opportunities Program (ELO-P).

As part of the grant-required curriculum components, FELP provides youth development components and 21st-century skills lessons to meet the program requirements, as well as align with the district's efforts to support student education and social-emotional learning.

It is recommended the City contract with Bestwenty4 Studios LLC to provide the Season of Success Program for the Fontana Expanded Learning Program at elementary and middle school sites to support the Operating Agreement between the City and FUSD. The program will support participants' interpersonal skills and expose them to social-emotional skills needed for successful social and academic achievement.

The Season of Success programming will focus on teaching participants essential life values, including self-awareness, conflict resolution, and responsible decision-making. Additionally, FELP staff will receive training on the FUNdamentals of Fun curriculum provided by Bestwenty4 Studios LLC.

This is a sole-source contract as the curriculum is only available through Bestwenty4 Studios LLC and meets grant requirements. Purchasing Policy 3.1.5 allows the purchase when no competitive advantage would be gained from services that are unique and are only available from one source. The contract template is approved by BBK.

FISCAL IMPACT:
The program is budgeted in the adopted FY 2025/2026 Community Services Department operating budget as designed by the FUSD Operating Agreement. The program cost is $106,000.00 and will be funded from budget unit 38624101 in account 8130.

The City, per the Operating Agreement with the Fontana Unified School District, will be reimbursed in an amount not to exceed $14,880,864 per year for services provided to the grant based after school program.

MOTION:
Approve staff recommendation

EXHIBIT "A"
SCOPE OF SERVICES

The Contractor, **Bestwenty4 Studios LLC.** shall provide the City with the Season of Success presentation for the Fontana Expanded Learning Program school sites. These presentations will focus on the CASEL's Social-Emotional framework to motivate participants to succeed at school, home and community. The events will be conducted within nine (9) months, with in-person visits scheduled to begin on **execution of contract and** conclude by **June 30, 2026**.

- The contractor will service:
  - Season of Success Presentations at 33 FELP school sites
    - 28 Elementary School In-person sessions
      - Two sessions for each elementary (K–2 & 3–5)
    - 5 Middle School In-person sessions
      - One session each(6–8)
    - Total: 61 Sessions
      - Session Length: 2 hours each
  - FUNdamentals Of Fun 4 Hour Staff
    - 3 Facilitation Trainings

- For all visits, the City of Fontana shall provide:
  - Calendar schedule for (3) virtual assembly and (5) in-person visits.
  - Use of facility space.
  - Use of facility sound system equipment for volume amplification (which may include); speakers, microphones, music stands, boom stands, monitors, and miscellaneous cables.
  - Use of facility visual system equipment for visual presentation (which may include), projector and projector screen.
  - Contractor shall work directly with FELP staff regarding all technical event needs.
- The Contractor shall provide the City with the following:
  - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days before the performance to guarantee payment for the following services.
  - Completion of fingerprinting and background checks for participating staff.
  - Completion of Mandated Reporter Training through Vector Solutions.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO- P).**

- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

June 30, 2026
$106,000 (ELO- P Funded Schools)
$106,000.00 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set-up the Contractor may be offered an alternative performance date at the same pay rate.

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of September, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and BESTWENTY4 Studios LLC, a Limited Liabilty Partnership CASEL's Social Emotional Framework with its principal place of business at 1440 Beaumont Avenue Suite A2 #102, Beaumont, CA 92223 (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:
Consultant - Workshops, Presentations focused on CASEL's Social-Emotional framework
(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." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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 "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $106,000.00 This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term:

The term of this Agreement shall be from September 1, 2025 to May 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

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

(8) Property Damage
(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

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

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

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

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. Reserved

16. Laws and Venue.

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

17 Termination or Abandonment

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

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

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

19. Organization

Consultant shall assign Bryan Stephens as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Sergio Barragan
sbarragan@fontanaca.gov

CONSULTANT:
BESTWENTY4 Studios LLC
1440 Beaumont Ave. Suite A2 #102
Beaumont, CA 92223
Attn: Bryan Stephens
909-347-0711

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Daniel Schneider
Community Services Director

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

VENDOR NAME.

By: _____
Bryan Stephens
_____

By: _____
_____
_____

EXHIBIT A

Scope of Services

FELP

FONTANA EXPANDED LEARNING PROGRAM PARTNERSHIP

FONTANA EXPANDED LEARNING PARTNERSHIP

In the City of Fontana, where the Fontana Expanded Learning Program is committed to developing the whole child, SOS: Season of Success is more than a workshop, it's a mindset shift.

Led by Coach BE, a cultural architect with over 25 years in youth development, SOS equips K–8 students with the real-world skills to manage stress, resolve conflict, and lead with purpose.

Aligned with CASEL's social-emotional framework and the City of Fontana's commitment to student success, SOS helps reduce behavior incidents, increase engagement, and strengthen the home–school connection, creating safer, more connected campuses and communities.

OUR YOUTH'S PROBLEMS

MENTAL HEALTH & ANXIETY BULLYING & SAFETY, SOCIAL EMOTIONAL INTELLIGENCE GAPS, TRAUMA & ADVERSE EXPERIENCES, AND IMPACT OF SOCIAL MEDIA

OUR PROBLEMS

24%

STAGGERING STAT #1

Meanwhile, during the pandemic, **emergency mental health visits** rose **24% among children ages 5–11** and **31% among youth 12–17.**

15.3%

STAGGERING STAT #2

15.3% of San Bernardino County teens directly reported *needing help* for emotional or mental health issues in 2020.

THE CHALLENGES

In San Bernardino County, where **15.3% of teens reported needing help** for emotional or mental health problems in 2020—and mental health–related emergency visits jumped by **24% for ages 5–11 and 31% for ages 12–17** after COVID.

SOS: Season of Success offers a culturally responsive, CASEL-aligned intervention to build resilience, reduce crisis escalation, and support healthier, more engaged youth.

THE REAL SOLUTION

COACHBE

HAS SERVED & SERVICED OVER

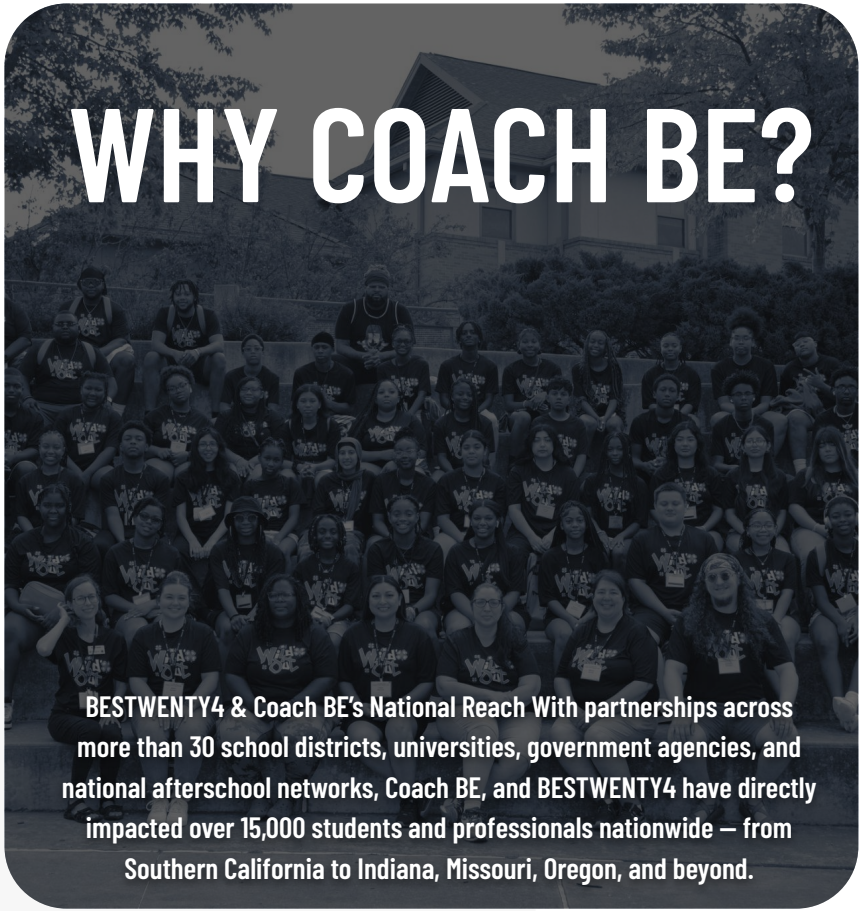
15,000+

STUDENTS & PROFESSIONALS

Why SOS: SEASON OF SUCCESS ?

In the City of Fontana, students face rising anxiety, behavior challenges, and social-emotional skill gaps. SOS: Season of Success directly addresses these needs through:

- CASEL-aligned social-emotional learning
- Culturally responsive delivery for K–2, 3–5, and 6–8 grade levels
- Hands-on activities, leadership challenges, and real-world discussions
- Proactive support to improve school climate and reduce discipline incidents

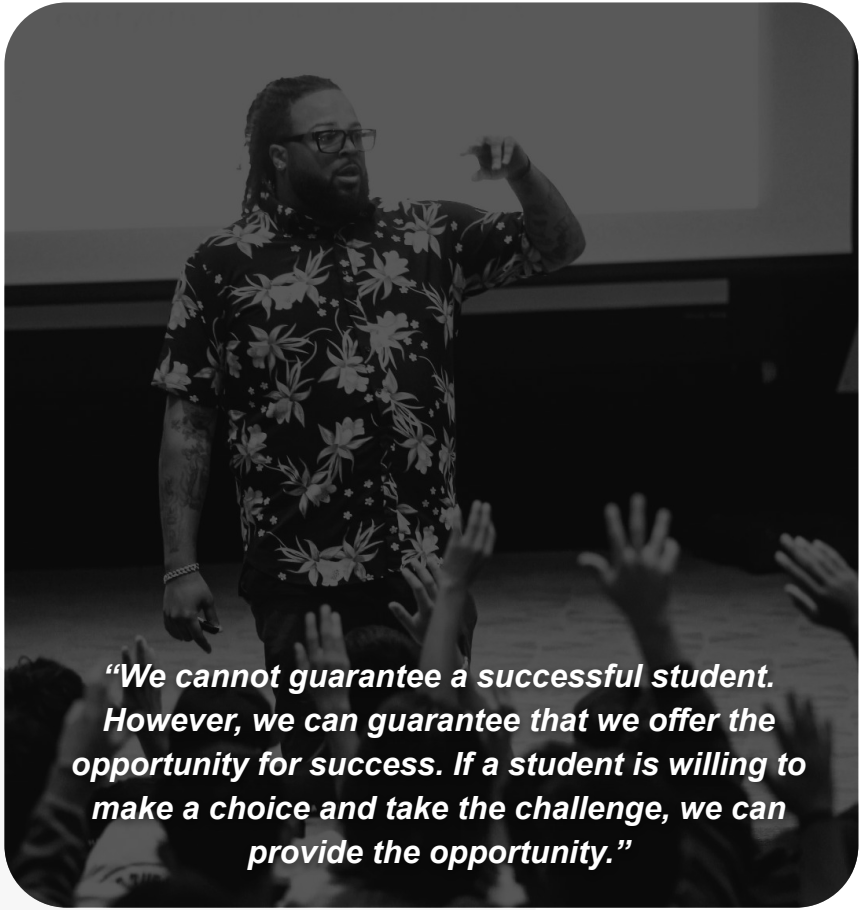


WHY COACH BE?

BESTWENTY4 & Coach BE's National Reach With partnerships across more than 30 school districts, universities, government agencies, and national afterschool networks, Coach BE, and BESTWENTY4 have directly impacted over 15,000 students and professionals nationwide — from Southern California to Indiana, Missouri, Oregon, and beyond.

Why Coach BE & BESTWENTY4

- **Extensive Experience:** *Over 25 years of youth development experience.*
- **Cultural Relevance:** *Relatable delivery for Fontana's multicultural student body*
- **Trauma-Informed Approach:** *Trauma-informed, restorative-practices foundation*
- **Proven Results:** *Proven success with over 700 participants in the past 18 months*



Coach BE’s EXPERIENCE

- **Special Ed Teacher**
  (Emotionally Disturbed Population)
- **Behavior Support Specialist**
- **Social Emotional Learning / Support Facilitator & Advocate**
- **Senior Probation Corrections Officer**
  (Youth Detention & Treatment Facilities)
- **Parks & Recreation Supervisor**
- **High School Basketball & Cross Country Coach**

A PARENT'S VIEW

THE IMPACT

"If I had to describe these sessions and Coach to a friend I would have to begin with the fact that he is very in tune with our youth. He knows what he is talking about. He isn't the type of person who just speaks from knowledge gained from a book or class. He is real. Life experiences. He pays attention to people and genuinely gets them. He gives kids, teens, and even adults insight and inspiration that I can honestly say is rare.

Very few have moved myself as well as my own children. My son attends these workshops and always comes home with so much knowledge and joy. He loves Coach. My hope is that more people would get to experience with him and I also hope that more of his programs are implemented in the schools and even with sports teams. He is definitely the type of role models our kids need in our community, today especially."

A PARENT'S VIEW

THE IMPACT

"My son attended Coach BE'S sessions last year and this year. The sessions have resulted in a measured improvement with confidence, teamwork, social skills and time management. My son looks forward to attending, and has attended, every session. Coach BE gives the students opportunities to learn how to take ownership, accountability and responsibility in a way where students can relate, while in a safe environment. This allows for the students to understand the lessons in a way which can be applied, allowing for a more positive impact, and it shows. For 2 years in a row, these sessions have given my son lessons he can apply towards his future. I look forward to signing my child up next year!"

IMPACT & OUTCOMES

01
STUDENT SKILL DEVELOPMENT
Students equipped with real-life skills

02
BEHAVIORAL IMPROVEMENT
Reduced behavioral incidents and office referrals

03
INCREASED ENGAGEMENT
Increased student engagement and leadership

04
STRONGER CONNECTIONS
Stronger home & school emotional intelligent connections

Inside The EXPERIENCE

PRE-TRAINING CUSTOMIZATION:

Needs Assessment, Tailoring Of Content

IN-SESSION EXPERIENCE:

4-Hour Facilitation, Hands-On Activities

& FUN PLAYBOOK

POST-TRAINING SUPPORT:

Reflection Prompts, Networking
& Ongoing Support

FINANCIAL INVESTMENT

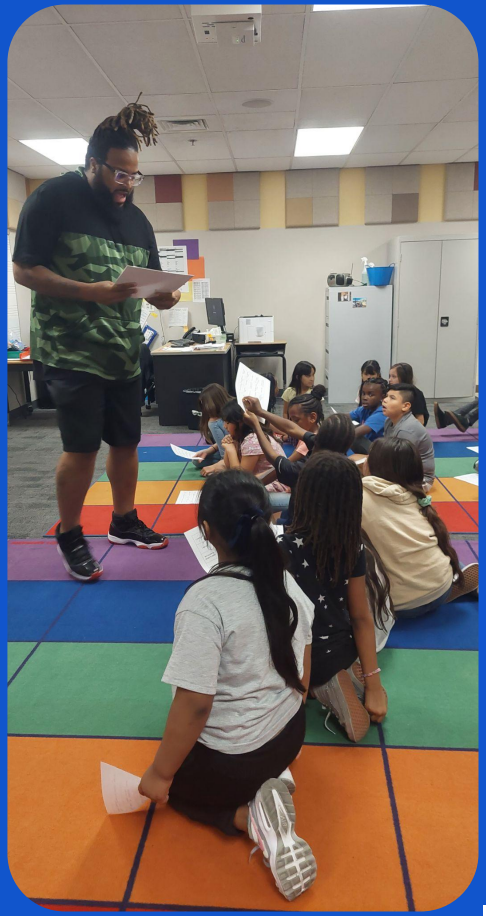
$106,000 TOTAL COST**

PROGRAM DELIVERY ACROSS ALL 33 FELP SITES

****Friends & Family Special for the City of Fontana:**
Coach BE will deliver all **K–2 sessions FREE**.**

Instead of charging for 56 elementary sessions, you only pay for 28 upper elementary and 5 middle school sessions.

- 28 Elementary Schools: Two age-appropriate sessions each (K–2 & 3–5)
- 5 Middle Schools: One session each (6–8)
- Total: 61 Sessions
- Session Length: 2 hours each
- *FUN*damentals Of Fun 4 Hour Staff Facilitation Trainings (3)



$3,000

STANDARD RATE PER SESSION

$192,000

TOTAL VALUE

THANK YOU

LET'S PARTNER TO BUILD A SEASON OF SUCCESS ACROSS FONTANA EXPANDED LEARNING PROGRAM

When we invest in students today, we invest in stronger schools, safer communities, and a future we can all be proud of.

CONTACT ME:

COACHBE@BESTWENTY4.COM

COACHBE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BRYAN E. STEPHENS

2 Business name/disregarded entity name, if different from above

BESTWENTY4 STUDIOS LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1440 BEAUMONT AVE SUITE A2 #102

Requester's name and address (optional)

6 City, state, and ZIP code

BEAUMONT, CA 92223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	8	–	1	9	4	0	5	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ B. Stephens | **Date** ▶ 1/23/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Bestwenty4 Studios LLC 1440 Beaumont Avenue Suite A2 102 Beaumont, CA 92223	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			P102.119.190.3	12/09/2024	12/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fontana Unified School District
9680 Citrus Ave
fontana, CA 92335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Boyd

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED	INSURER B :	
Bestwenty4 Studios LLC 1440 Beaumont Avenue Suite A2 102 Beaumont, CA 92223	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P102.119.190.3	12/09/2024	12/09/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF FONTANA
8353 Sierra Ave
fontana, ca 92335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Boyd

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BUSINESS TAX CERTIFICATE

CITY OF FONTANA

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE

BUSINESS NAME: Bestwenty4

BUSINESS OWNER: Bryan E Stephens

BUSINESS PHONE NO.: (951) 347-0711

BUSINESS DESCRIPTION: Youth Leadership & Empowerment W/ City Events

BUSINESS LOCATION: 1440 Beaumont AVE # A2 102
Beaumont, CA 92223-6824

BESTWENTY4
1440 BEAUMONT AVE # A2 102
BEAUMONT, CA 92223-6824

Business Tax Account Number: 066264

Effective Date: 9/24/2025

Expiration Date: 8/31/2026

NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.
A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

FONTANA
CALIFORNIA

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:		**Amendment No.:**		**Requestor:**	Sergio Barragan	**Date:**	9/2/25
Pre-Tax Amount:	$ $ 106,000.00	**Tax:**	$ $ 0.00	**Freight:**	$ $ 0.00	**Total Amount:**	$ $ 106,000.00
Vendor Name:	Bestwenty4 Studios LLC						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources ☐	**Gov't Grant** ☑	**Other** ☐			
Certifications:	**Debarment[4]** ☐	**Anti-Lobby[5]** ☑	**Certificate(s) Attached** ☐	**Not Applicable** ☐	
Fund:	386254101	**Object Code:**	8130		
Equipment Screening[6]:	**Yes** ☐	**Not Applicable** ☑		**Title Vests: -**	
Purchase Description:	Season of Success Presentations				

1. Source Selection - Competition is impracticable (Check appropriate box):

- ☒ **UNAVAILABLE FROM ANY OTHER SOURCE**. No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)
- ☐ **COOPERATIVE PURCHASING AGREEMENT**. This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).
- ☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY**. The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.
- ☐ **EMERGENCY**. This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).
- ☐ **OTHER REASON(S)**. (Explain below).

Detail information to support above justification(s):

Bestwenty4 Studios LLC is the sole publisher and presenter of the Season of Success. There are no other providers that provide the Season of Success Program. The Fontana Expanded Learning Program would take a piecemeal approach in gathering items that meet the needs of the program.

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $5,000

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

☒ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $ $ 106,000.00

Supplier Contact: Bestwenty4 Studios LLC Date of Schedule: 9/2/2025

☐ Previous purchase.

Supplier: Unit Price: $ 106,000.00

PO No.: PO Date:

☐ Similar item in related industry.

Price Source: Unit Price: $ 106,000.00

Supplier: Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

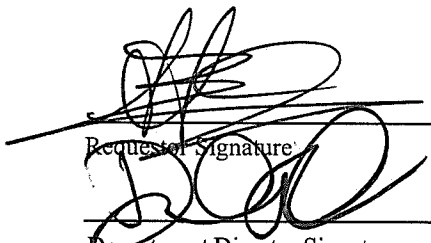
☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

Required Signatures:

Sergio Barragan		9/18/25
Requestor Name (Print)	Requestor Signature	Date
Daniel Schneider		9/18/25
Department Director Name (Print)	Department Director Signature	Date

File #: 25-0595
Agenda #: O.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Final Acceptance for the Construction of the San Sevaine Trail Phase 1, Segment 2 Project (Bid No. SB-109-DE-23)

RECOMMENDATION:
Accept as complete the work performed by H&H General Contractors, Inc. for the construction of the San Sevaine Trail Phase 1, Segment 2 Project (#37603345).

COUNCIL GOALS:

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

DISCUSSION:
On December 12, 2023, the City Council awarded a construction contract to H&H General Contractors, Inc. in the amount of $13,314,324.00 and authorized a contingency amount of $1,331,432.00, for a total contract authorization amount of $14,645,756.00 for the construction of the San Sevaine Trail Phase 1, Segment 2 Project. The 1.25-mile trail (0.35 miles within the City of Fontana and 0.95 miles within the City of Rancho Cucamonga) begins at the Pacific Electric Trail in the City of Fontana and terminates in the City of Rancho Cucamonga at Banyan Street.

The project went through significant changes to the original schedule increasing project cost to include additional scope changes and modifications to meet Caltrans and San Bernardino County Flood Control District requirements. Staff worked with various agencies to receive grants to support the additional cost, such as San Bernardino County Transportation Authority (SBCTA) and the State of California Natural Resources Agency, Department of Parks and Recreation-Recreational Trails Program (RTP).

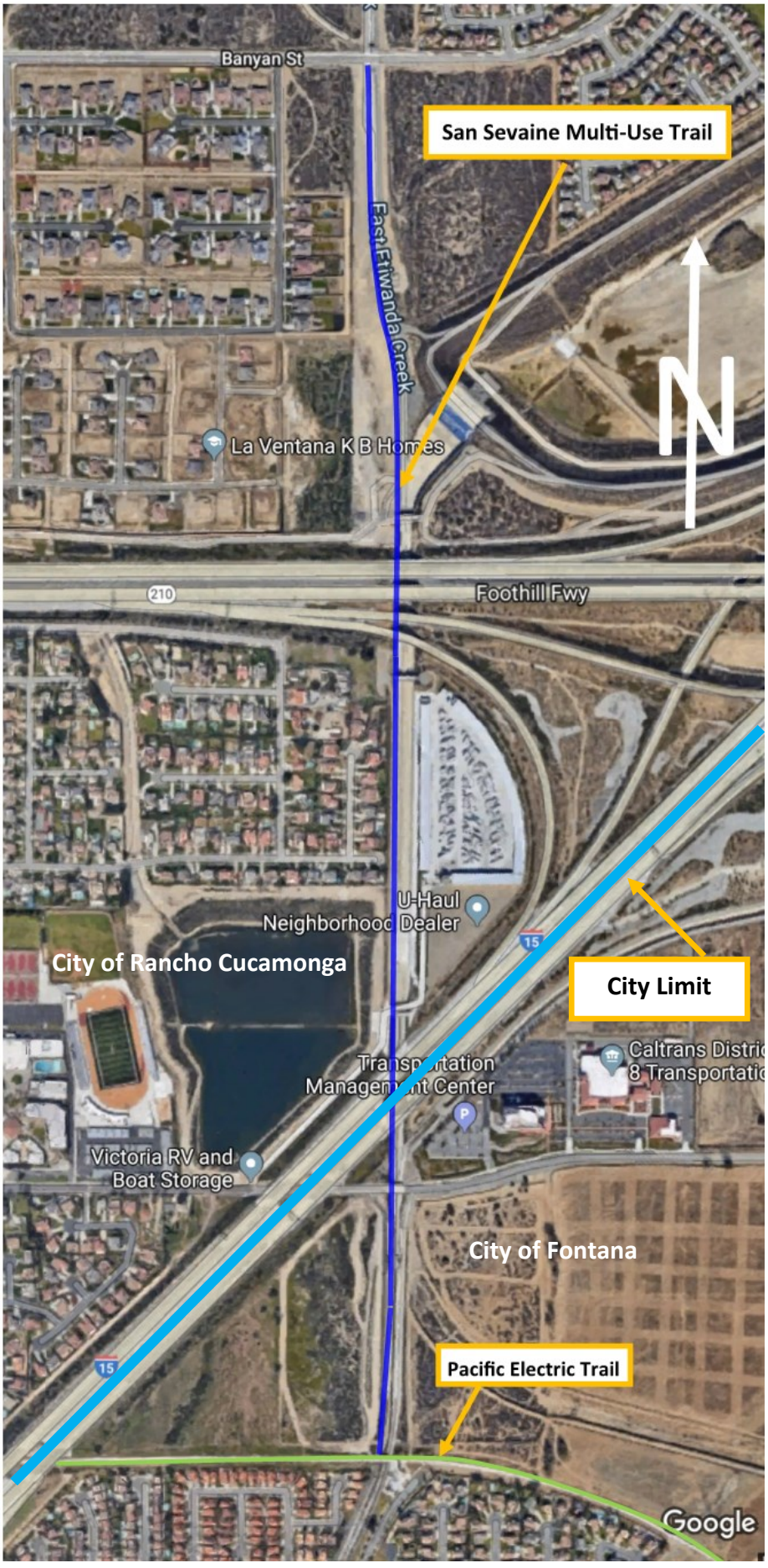
Construction began on May 28, 2024, and was deemed complete on October 23, 2025. The project was successfully completed for the final contract amount of $14,064,224.48, a decrease of 4% from the original contract authorization. All work has been completed to the satisfaction of the City for Fontana and Rancho Cucamonga, Caltrans, and San Bernardino County Flood Control District.

FISCAL IMPACT:
Approximately 30% of the total project cost was incurred for the portion of the trail within the City of Fontana. With acceptance of the San Sevaine Trail Phase 1, Segment 2 Project (No. 37603345) as complete, the City will assume operation and maintenance of the segment within Fontana's boundaries. Funding for these activities is included in the FY 2025-26 budget under Public Works, Parks and Landscape.

The remaining 70% of the cost was incurred for the portion of the trail within the City of Rancho Cucamonga, which will assume operation and maintenance of the trail segment within its jurisdiction.

MOTION:
Approve staff recommendation.

Vicinity Map



File #: 25-0598
Agenda #: P.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Final Change Order with CT&T Concrete Paving, Inc. and Final Acceptance of the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB)

RECOMMENDATION:
1. Authorize City Manager to approve Change Order #2 with CT&T Concrete Paving, Inc. in the amount of $227,822.46 for the additional concrete work added for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB).

2. Accept as complete the work performed by CT&T Concrete Paving, Inc. for the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB).

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

DISCUSSION:
On February 11, 2025, the City Council awarded a construction contract to CT&T Concrete Paving, Inc. in the amount of $846,144.02 and authorized a contingency amount of $84,614.40 for a total contract authorization of $930,758.42 for the City Sidewalk Reconstruction #2 Project.

Construction began in June 2025 and was completed in September 2025. During construction, several additional areas of uneven sidewalk were identified that had not been noted during the initial sidewalk assessment conducted the previous year. These newly identified areas were attributed to changes in site conditions over time, primarily due to the growth of adjacent tree roots and normal weather-related deterioration, which further contributed to the displacement and damage of sidewalk panels. Given the favorable unit pricing provided by CT&T Concrete Paving, Inc. and the efficiency gained by having the contractor already mobilized on site, staff determined that it was in the City's best interest to include the additional sidewalk repairs through a contract change order. This decision not only addressed emerging deficiencies efficiently but also enhanced pedestrian and resident safety. Change Order #1 has been approved in the amount of $76,868.38 which is within the originally authorized contingency of $84,614.40. The amount for Change Order #2 is $227,822.46

which exceeds the contingency. Both change orders encompassed additional sidewalk replacement, curb and gutter repair, and driveway approach reconstruction.

The project was successfully completed with a final contract amount of $1,150,834.86. All work has been completed to the satisfaction of the City.

FISCAL IMPACT:
As part of the action to accept the construction of the City Sidewalk Reconstruction #2 Project (Bid No. DE-25-56-SB) as complete, the City will take over the maintenance of this public infrastructure. Appropriate funding for the contract change order in the amount of $227,822.46 is included in the FY 2025-2026 budget in Project 37600001-601-B-8329. Funding for the maintenance work is included in the FY 2025-2026 budget under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:
Approve staff recommendation.

CTT CCO No. 2 SOV PROPOSAL FOR ADD ON QTYS OF SIDEWALK RECONSTRUCTION NO. 2

Date : 09/16/25

BID ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY	UNIT PRICE	TOTAL ITEM COST
Remove Existing and Construct New 6” PCC Curb and Gutter per COF Std. 1000 including asphalt paving. Per Standard COF Std. 1008	LF	93	$ 75.84	$ 7,053.12
Remove Existing and Construct New 8” PCC Curb and Gutter per COF Std. 1000 including asphalt paving. Per Standard COF Std. 1008	LF	362	$ 75.84	$ 27,454.08
Remove Existing and Construct New 4” Thick Sidewalk per COF Std. 1006	SF	7861	$ 12.09	$ 95,039.49
Remove Existing and Construct New 6” Thick Sidewalk behind driveways per COF Std. 1006	SF	5289	$ 14.99	$ 79,282.11
Remove Existing and Construct Curb Return Access Ramp per COF Std. 1003 (Section 303- 5.9) All-inclusive BCR to ECR to include detectable warning surface, curb and gutter, cross gutter, spandrel as applicable), ramp and walk (6” depth), and 2 ft. slot paving, with 2’ Per Side Grind & Overlay Per Standard COF Std. 1008	EA	2	$ 7,434.33	$ 14,868.66
Remove existing and construct 6" - 8" A-Curb	LF	55	$ 75.00	$ 4,125.00
				$ -
Total for Base Bid				$ 227,822.46

City of Fontana, Public Works Department - Sidewalk Locations for CCO No. 2

Quantity Take Off Sheets *Date: 9/16/2025*

Map Grid	Address	Cross Street	Description of Improvement	Measurement	"A" Curb 6"	C/G 6"	C/G 8"	S/W 4"	S/W 6"	Drive Appr 6"	ADA Ramp	Comment

City of Fontana, Public Works Department - Sidewalk Locations for CCO No. 2

Quantity Take Off Sheets *Date: 9/16/2025*

Map Grid	Address	Cross Street	Description of Improvement	Measurement	"A" Curb 6"	C/G 6"	C/G 8"	S/W 4"	S/W 6"	Drive Appr 6"	ADA Ramp	Comment
14	7144 Petaluma Dr		SW	5 x 10				-17.5				9/16/25
14	7095 Petaluma Dr		SW	5 x 13.125				16.625				9/16/25
14	Across from 7095 Petaluma Dr		SW	5 x 5				20				9/16/25
14	7154 Petaluma Dr		SW	5 x 16.5				-7.5				9/16/25
14	7038 Petaluma		SW	5 x 17				35				9/16/25
14	6941 Fraser fir Dr		SW	5 x 11				2.5				9/16/25
14	16462 Pinewood st		SW	5 x 34				87.5				9/16/25
	7130 Brook Ln		SW	24 x 5				120				9/16/25
14	7078 Oleander Ave		SW	16.25x5				31.25				9/16/25
14	7054 Oleander Ave		SW	36.25x5				131.25				9/16/25
14	16273 Miller Ave		SW	5 x 19.75				29				9/16/25
15	16242 Baseline Ave		SW	7 x 6				9.5				9/16/25
15	6968 Newport		SW	4x11, 5x4				-26.625	20			9/16/25
15	17221 Cambria Ave		C&G, SW	4.75LF, 8x2			0		16			9/16/25
15	Blanchard Ave	Mariana st	Ramp, SW & C&G	4 x 9, 18LF			0	-64			0	9/16/25
15	16970 Walnut Ct (on Walnut Village Pkwy)		SW	17.5 x 8.5				75.25				9/16/25
15	16978 Walnut Ct (Walnut Village Pkwy)		SW	4 x 10				4				9/16/25
15	16998 Walnut Ct (On Walnut Village Pkwy)		SW	7x18, 10x4				-50.495				9/16/25
15	6810 Wheeler Ct (On Sierra)		SW	7 x 37				115				9/16/25
15	6798 Wheeler Ct (On Sierra)		SW	7 x 9.5				26.5				9/16/25
15	17202 Mariana		SW	4 x 15				-60				9/16/25
15	6712 Wheel Ct		SW	1.25x1				1.25				9/16/25
15	6822 Kaiser		SW	10.75 x 4				43				9/16/25
15	17201 Walnut		SW	2 x 4				8				9/16/25
15	7034 Newport		SW	8 x 4				32				9/16/25
15	16991 Fern st		SW	9 x 2				18				9/16/25
15	6810 Acacia		SW	2 x 1				2				9/16/25
15	6558 Pacifica		SW	11.5 x 5				57.5				9/16/25
15	6773 Jade Ct		SW	14 x 4				56				9/16/25
20	16251 San Jacinto Ave		Sidewalk and Drive approach	4 x 16, 4 x 9, 7 x 9				4	0	0		9/16/25
20	7462 Cypress Ave		SW	4 x 20				12				9/16/25
20	7940 Oleander		SW	20 x 4				80				9/16/25
20	7514 Date st		ADA RAMP	34f LF C&G							1	9/16/25
20	7565 Oleander Ave		SW	4 x 4				16				9/16/25
20	16723 Miller Ave		SW	19.75 x 4				79				9/16/25
20	7755 Cypress Ave		SW	2 x1				2				9/16/25
20	7393 Cypress Ave		SW	1 x 4				4				9/16/25
20	16366 Montgomery Ave		SW	6 x 7				42				9/16/25
20	7540 pepper		SW	4 x 1				4				9/16/25
20	7520 Pepper Ave		SW	3 x 1				3				9/16/25
20	16530 Elaine Ave		SW	3 x 1				3				9/16/25
20	16253 San Jacinto		SW	4 x 1				4				9/16/25
20	16574 San Jacinto		SW	2 x 1				2				9/16/25
20	16676 Butano Pl		Sw	5 x 5				25				9/16/25

City of Fontana, Public Works Department - Sidewalk Locations for CCO No. 2

Quantity Take Off Sheets *Date: 9/16/2025*

Map Grid	Address	Cross Street	Description of Improvement	Measurement	"A" Curb 6"	C/G 6"	C/G 8"	S/W 4"	S/W 6"	Drive Appr 6"	ADA Ramp	Comment
20	7735 Sewell Dr		SW	6.5 x 4				26				9/16/25
20	N/E/C Fairfax Ave & Blanchard Ave		ADA Ramp, C&G	1, 24LF			24				1	9/16/25
20	16570 Fairfax (on Pepper Dr)		SW	4x24, 4 x 24, 3.25x4,				109	96			9/16/25
20	16570 Fairfax (on Pepper Dr)		SW	21.5 x 3				64.5				9/16/25
20	7918 Juniper Ave		SW, Drive Approach, A-Curb	4 x 17, 8 x 12, 17LF A-Curb	17			68		96		9/16/25
20	16627 Barbee St		C&G	28LF			28					9/16/25
20	16654 Reed St		SW, Drive Approach, A-Curb	4 x 27, 17LF, 7 x 13	17			108		91		9/16/25
20	7480 Pepper ave		SW	4 x 14.5				58				9/16/25
20	7490 Pepper ave		SW	4 x 6.25				25				9/16/25
20	6821 Oleander ave		SW	6 x 2				12				9/16/25
20	16564 San Jacinto Ave		SW	4 x 16				64				9/16/25
20	7815 Cypress		SW	4 x 5				20				9/16/25
20	7745 Sewell		SW	4 x 14				56				9/16/25
20	7796 Elwood Ct		SW	4 x 21				84				9/16/25
20	7720 Pepper Ave		SW	17x4				68				9/16/25
20	16637 Barbee st		SW	14x4					56			9/16/25
20	7722 Cypress AVe		SW	4x5				20				9/16/25
20	7628 Juniper Ave		SW	18x5.5,13x5.5,8x5.5				170.5	44			9/16/25
20	16857 Barbee st		SW, Drive Approach	14x4, 14x7					56	98		9/16/25
20	16118 Montgomery		SW	13.25 x 4				53				9/16/25
20	16107 Montgomery		SW	16 x 4				64				9/16/25
20	7982 Bennett		SW	9 x 4				36				9/16/25
21	9862 Blanchard Ave		Drive approach	11x6						62		9/16/25
21	7671 Emerald Ave		SW	4x8				32				9/16/25
21	7661 Emerald Ave		SW	4x8				32				9/16/25
21	7726 Emerald CT		SW	4x23				92				9/16/25
21	7859 Blanchard Ave		Drive approach	19 x 7						133		9/16/25
21	16658 Barbee st		Curb & Gutter	38LF			38					9/16/25
21	16840 Barbee st		Curb & Gutter	18 LF			18					9/16/25
21	16828 Barbee st		Curb & Gutter	16 LF			16					9/16/25
21	16778 Barbee st		SW	4x19				76				9/16/25
21	17259 Fairfax st		SW, Drive Approach	9x4 , 13x9					36	117		9/16/25
21	17259 Fairfax st		Drive approach	18x11						198		9/16/25
21	17258 Fairfax st		SW	10x4, 10x4				40	40			9/16/25
21	17248 Fairfax ct		Drive Approach	11x19						209		9/16/25
21	17248 Fairfax ct		SW	6x4, 9x4, 7x4, 19 x 11				64	233			9/16/25
21	7762 Emerald (On Fairfax)		SW, C&G	34x4, 24x4, 12x4, 34LF			34	280				9/16/25
21	17220 Mesa Ave		SW	4x10,4x7,4x16				68	64			9/16/25
21	7762 Mango Ave (on Fairfax)		Curb & Gutter	55LF			55					9/16/25
21	17470 Fairfax ST		SW	19x4					76			9/16/25
21	17480 Fairfax St		SW	20x4					80			9/16/25
21	17401 Reed St		SW	4x8				32				9/16/25
21	17319 Reed St		SW	4x11				44				9/16/25
21	17365 Wabash Ave		SW	4x10				40				9/16/25
21	17355 Wabash Ave		SW	4x10				40				9/16/25
21	7371 Encinitas Ct		SW	4x7				28				9/16/25
21	7415 Palo Verde Ave		SW	4x21				84				9/16/25
21	17465 Jackson Ave		SW	4x19				76				9/16/25
21	17405 Jackson Ave		SW	4x3					12			9/16/25
21	17220 Barbee St		SW	4x8.5				34				9/16/25
21	8016 Locust Ave		SW	1 x 11.5				11.5				9/16/25
21	(Across from) 17028 Baseline Ave		SW	1 X 12				12				9/16/25
21	(Across from) 2688 Baseline Ave		SW	1 X 20				20				9/16/25
21	(Across from) 2688 Baseline Ave		SW	1 X 12.5				12.5				9/16/25

City of Fontana, Public Works Department - Sidewalk Locations for CCO No. 2

Quantity Take Off Sheets *Date: 9/16/2025*

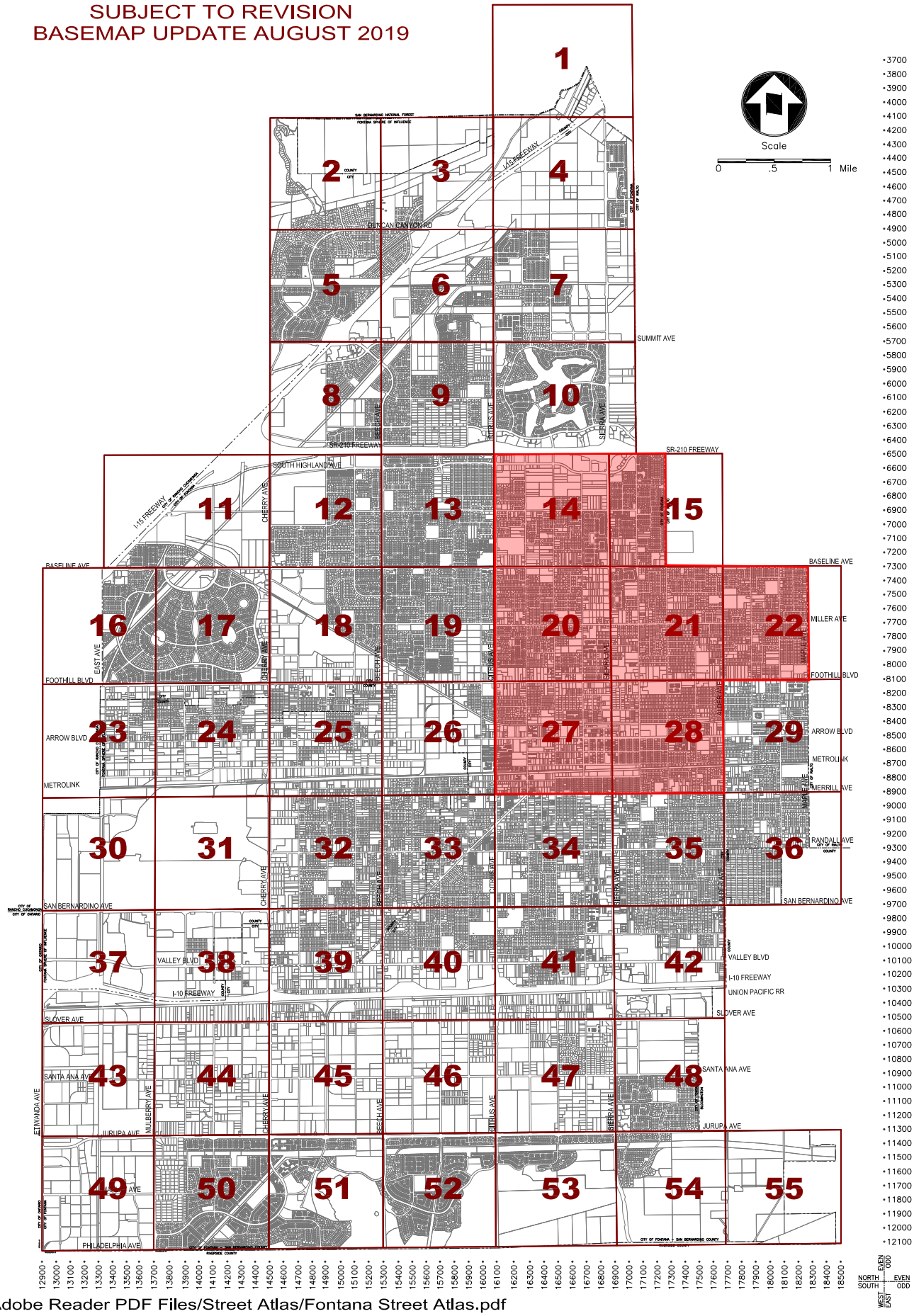
Map Grid	Address	Cross Street	Description of Improvement	Measurement	"A" Curb 6"	C/G 6"	C/G 8"	S/W 4"	S/W 6"	Drive Appr 6"	ADA Ramp	Comment
21	(Across from) 2644 Baseline Ave		SW	1 X 17.75				17.75				9/16/25
21	(Across from) 2520 Baseline Ave		SW	1 X 10				10				9/16/25
21	17684 Sunnydale Pl		SW	1 X 29				29				9/16/25
21	17647 Sunnydale Pl		SW	1 X 18.75				18.75				9/16/25
21	17679 Sunnydale Pl		SW	1 X 12				12				9/16/25
21	7635 Tangelo		SW	4 x 17				68				9/16/25
22	8016 Locust Ave		SW	1 X 11.5				11.5				9/16/25
22	Locust And Baseline		SW	38 x 6				228				9/16/25
22	Locust And Baseline		SW	6 x 10				60				9/16/25
22	7867 Locust Ave		C&G, SW	28LF, 4 x 20			28	80				9/16/25
22	8014 Frankfort Ave		SW	6 x 4				24				9/16/25
22	8006 Frankfort Ave		SW	5 x 20				100				9/16/25
22	8006 Frankfort Ave		SW	5 x 14, 4x6				94				9/16/25
22	8017 Frankfort Ave		SW	5 x 14				70				9/16/25
22	8017 Frankfort Ave		SW	5 x 10				50				9/16/25
22	8038 Frankfort Ave		SW	5 x 4				20				9/16/25
22	8038 Frankfort Ave		SW	5 x 5				25				9/16/25
22	8038 Frankfort Ave		SW	5 x 9				45				9/16/25
22	8043 Frankfort Ave		SW	5 x 16				80				9/16/25
22	8058 Frankfort Ave		SW	5 x 10				50				9/16/25
22	8062 Frankfort Ave		SW	5 x 10				50				9/16/25
20	16570 Fairfax		SW	2x1, 3.25x4				15				9/16/25
22	17608 Malaga CT		SW	4x7.5, 4x12.5				50	30			9/16/25
22	17658 Malaga Ct		SW, Drive approach	15x4, 9x13, 7x10					60	187		9/16/25
22	18000 Foothill (on Grace Ave)		SW	38 x 4				152				9/16/25
22	17740 shamrock Ave (on evergreen)		Curb & Gutter, SW	58 LF, 4x20			58	80				9/16/25
22	7732 Alder Ave		SW, Drive Approach	4x11, 4x15, 3x15				44	120	90		9/16/25
22	7325 Laurel Ave		SW, Drive Approach	4x15, 7x11				60		77		9/16/25
22	17715 Malaga		Sidewalk, Drive Approach	17x4, 20 x 8					68	160		9/16/25
22	18113 Cummings		Sidewalk	14 x 4, 8 x 4				88				9/16/25
22	18124 San Jacinto		Sidewalk	7x4, 8x4, 8x4				60	32			9/16/25
22	18122 San Jacinto		Sidewalk	16 x 4				64				9/16/25
22	18118 San Jacinto		Sidewalk	11x4, 17x4, 17x4				112	68			9/16/25
22	18108 Fairview		Sidewalk	7 x 4				28				9/16/25
22	18118 Fairview		Sidewalk	16 x 4, 8 x 4				32	64			9/16/25
22	18125 Fairview		Sidewalk	6x7, 17x4				42	68			9/16/25
22	18108 Fairview (on Locust)		Sidewalk	16 x 4				64				9/16/25
22	17661 Fairfax		Sidewalk, Drive Approach	17 x 4, 8 x 13				68		104		9/16/25
22	17669 Fairfax		Sidewalk, Drive Approach	21 x 4, 13 x 8					84	104		9/16/25
22	7757 Boxwood Ave		Sidewalk, Drive Approach	17 x 4, 8 x 14					68	112		9/16/25
22	7767 Boxwood		Sidewalk	18 x 4				72				9/16/25
22	17613 Fairfax		Sidewalk	21 x 4				84				9/16/25
22	18115 Cummings		Sidewalk	20 x 4				80				9/16/25
22	18241 Cummings		Sidewalk	10 x 4					40			9/16/25
22	18251 Cummings		Sidewalk	18 x 4				72				9/16/25
22	17603 Fairfax st		Sidewalk	9 x 4				36				9/16/25
22	7827 locust		Sidewalk	23 x 4				92				9/16/25
22	7615 Lombardy		Sidewalk	25 x 4				100				9/16/25
22	7625 Lombardy		Sidewalk	19 x 4				76				9/16/25
22	7837 Williams Rd		Drive approach	8 x 11						88		9/16/25
22	17860 Shamrock		Sidewalk	10 x 4				40				9/16/25
22	17850 Shamrock		Sidewalk, C&G	13 x 4, 20 LF		20		52				9/16/25
22	7445 Palm		C&G	40LF		40						9/16/25
27	16391 Owen st		Sidewalk, Drive Approach, C&G	18 x 4, 12 x 8, 21LF			21		72	96		9/16/25
27	16392 Owen St		Sidewalk	26 x 4				104				9/16/25

City of Fontana, Public Works Department - Sidewalk Locations for CCO No. 2

Quantity Take Off Sheets *Date: 9/16/2025*

Map Grid	Address	Cross Street	Description of Improvement	Measurement	"A" Curb 6"	C/G 6"	C/G 8"	S/W 4"	S/W 6"	Drive Appr 6"	ADA Ramp	Comment
27	16126 Seville		Sidewalk	16 x 4				64				9/16/25
27	16115 Seville		Sidewalk	8 x 4				32				9/16/25
27	16198 Ceres		C&G, Drive Approach	16 x 7, 18LF			18			112		9/16/25
27	16202 Ceres		Sidewalk	7 x 4, 11 x 4, 12 x 4				120				9/16/25
27	16312 Orange Way		Drive approach	16 x 6						96		9/16/25
27	16214 Ivy Ave		Curb and Gutter	10LF			10					9/16/25
27	8265 Citrus Ave		Sidewalk, Drive Approach, C&G	24x4, 33LF, 17 x 6, 15 x		33			96	267		9/16/25
27	16616 Valencia		Drive approach	9 x 7						63		9/16/25
28	8642 Emerald Ave		Sidewalk, A-Curb	10 x 4, 21LF	21			40				9/16/25
22	7349 Kempster		Sidewalk	11 x 4				44				9/16/25
22	17170 Mesa ave		Sidewalk	34x4,22x4,33x4,21x4				440				9/16/25
28	17306 Owen st		Sidewalk	9x4				36				9/16/25
28	17305 Owen st		Sidewalk	6x4				24				9/16/25
28	7695 Lombardy		Approach, Sidewalk	10x7, 9x4				36		70		9/16/25
28	8567 Emerald		Sidewalk	10x4, 17x4				40	68			9/16/25
28	17509 Foothill blvd		Approach	24x11						264		9/16/25
28	16951 Foothill Blvd		Sidewalk	37x12				444				9/16/25
28	8726 Bayberry Ct		Approach, Sidewalk	9x7, 14x4					56	63		9/16/25
28	8715 Boxwood		Sidewalk	16x4				64				9/16/25
28	8568 Emerald		Approach, Sidewalk, Driveway	15x7, 12x4, 13x4, 13x6				48	105	260		9/16/25
28	17473 Ivy Ave		Sidewalk, Approach	8x4, 9x4, 17x6				68		102		9/16/25
28	8557 Emerald		Approach	6x7						42		9/16/25
14	7123 Petaluma		Sidewalk, curb & gutter	26x6, 14LF			14	156				9/16/25
20	7432 Juniper		Sidewalk	5x4				20				9/16/25
21	7560 Kempster		Sidewalk	19x4				76				9/16/25
	TOTAL UNITS (SF / LF)				55	93	362	7861	1928	3361	2	
	UNIT PRICE				$75.00	$75.84	$75.84	$12.09	$14.99	$14.99	$7,434.33	
	SUB COST				$4,125.00	$7,053.12	$27,454.08	$95,039.55	$28,900.72	$50,381.39	$14,868.66	
	TOTAL COST				$227,822.52							
	5% RETENTION				$11,391.13							
	TOTAL INVOICE AFTER RETENTION				$216,431.39							

SUBJECT TO REVISION
BASEMAP UPDATE AUGUST 2019



T:/Adobe Reader PDF Files/Street Atlas/Fontana Street Atlas.pdf

CITY OF FONTANA
STREET ATLAS INDEX

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO.
INDEX

File #: 25-0600
Agenda #: Q.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Engineering

SUBJECT:
Approve Final Change Order with LCR Earthwork & Engineering, Corp. and Final Acceptance for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23)

RECOMMENDATION:
1. Authorize the City Manager to approve Change Order #2 with LCR Earthwork & Engineering, Corp. in the amount of $130,609.28 for the additional asphalt and concrete work added for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23).

2. Accept as complete the work performed by LCR Earthwork & Engineering, Corp. for the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23).

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

DISCUSSION:
On March 26, 2024, the City Council awarded a construction contract to LCR Earthwork & Engineering, Corp. in the amount of $1,290,941.00 and authorize a contingency amount of $129,094.10, for a total contract authorization of $1,420,035.10 for the Village of Heritage North, South, and West Pavement Rehabilitation Project.

Construction began in March 2025 and was completed in August 2025. During construction, several additional streets that were not included in the current scope of work (Santa Barbara Court, Bay Street, and Trinity Street) were identified as in need of treatment. Given the favorable unit pricing provided by LCR Earthwork & Engineering, Corp. and the efficiency gained by having the contractor already mobilized on site, staff determined that it was in the City's best interest to include the

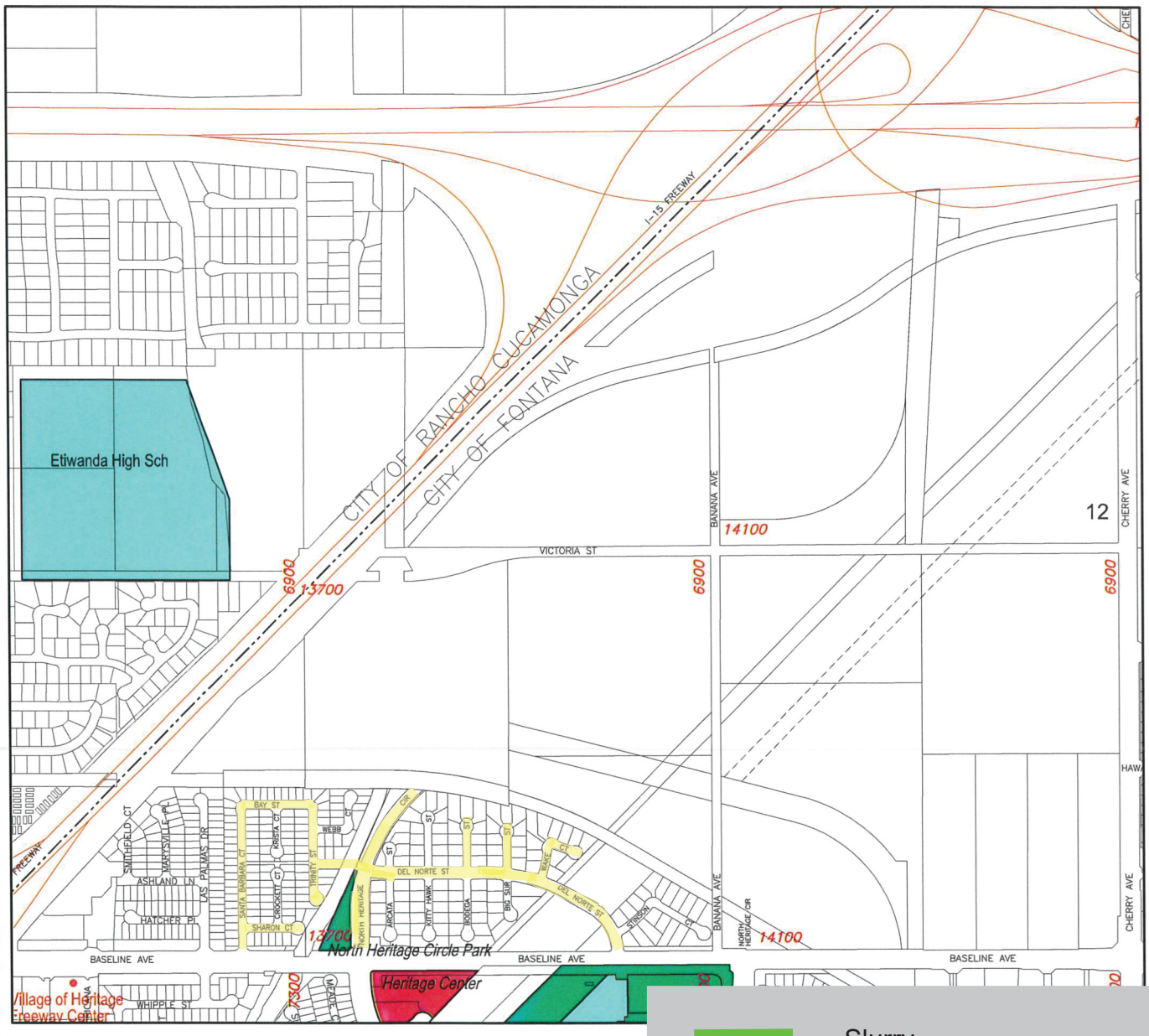
additional streets through a contract change order. This decision not only addressed the existing street condition but also enhanced resident safety. Striping changes made by Traffic Engineering staff are also included in this contract change order and were made to enhance resident safety in the Village of Heritage.

Change Order #1 was approved in June 2025 in the amount of $118,208.00, which is within the originally authorized contingency of $129,094.10. The amount for Change Order #2 is $130,609.28, which exceeds the remaining contingency. Both change orders encompassed additional paving and striping work.

The project was successfully completed for a final contract amount of $1,539,758.28. All work has been completed to the City's satisfaction.

FISCAL IMPACT:
As part of the action to accept the construction of the Village of Heritage North, South, and West Pavement Rehabilitation Project (Bid No. SB-153-DE-23) as complete, the City will take over the maintenance of this public infrastructure. Appropriate funding for the contract change order in the amount of $130,609.28 is included in the FY 2025-2026 budget in Project 37600056-601-A-8329. Funding for the maintenance work is included in the FY 2025-2026 budget under the Public Works & Engineering Department, Utilities and Streets Division.

MOTION:
Approve staff recommendation.



CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

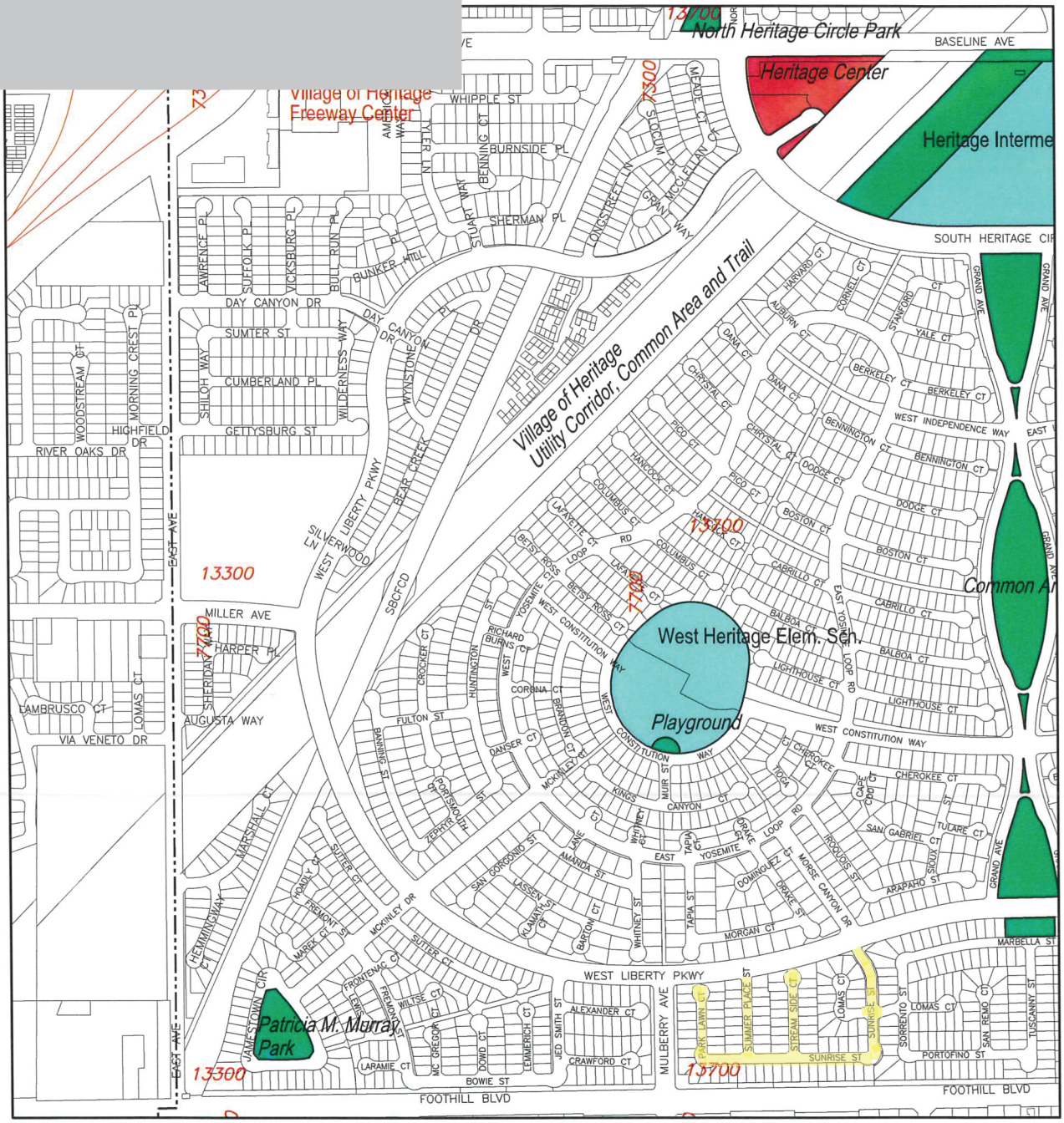
SHEET NO.
11

Slurry

2" Grind & Overlay

Remove & Replace

11



23

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SCALE: 1" = 800'

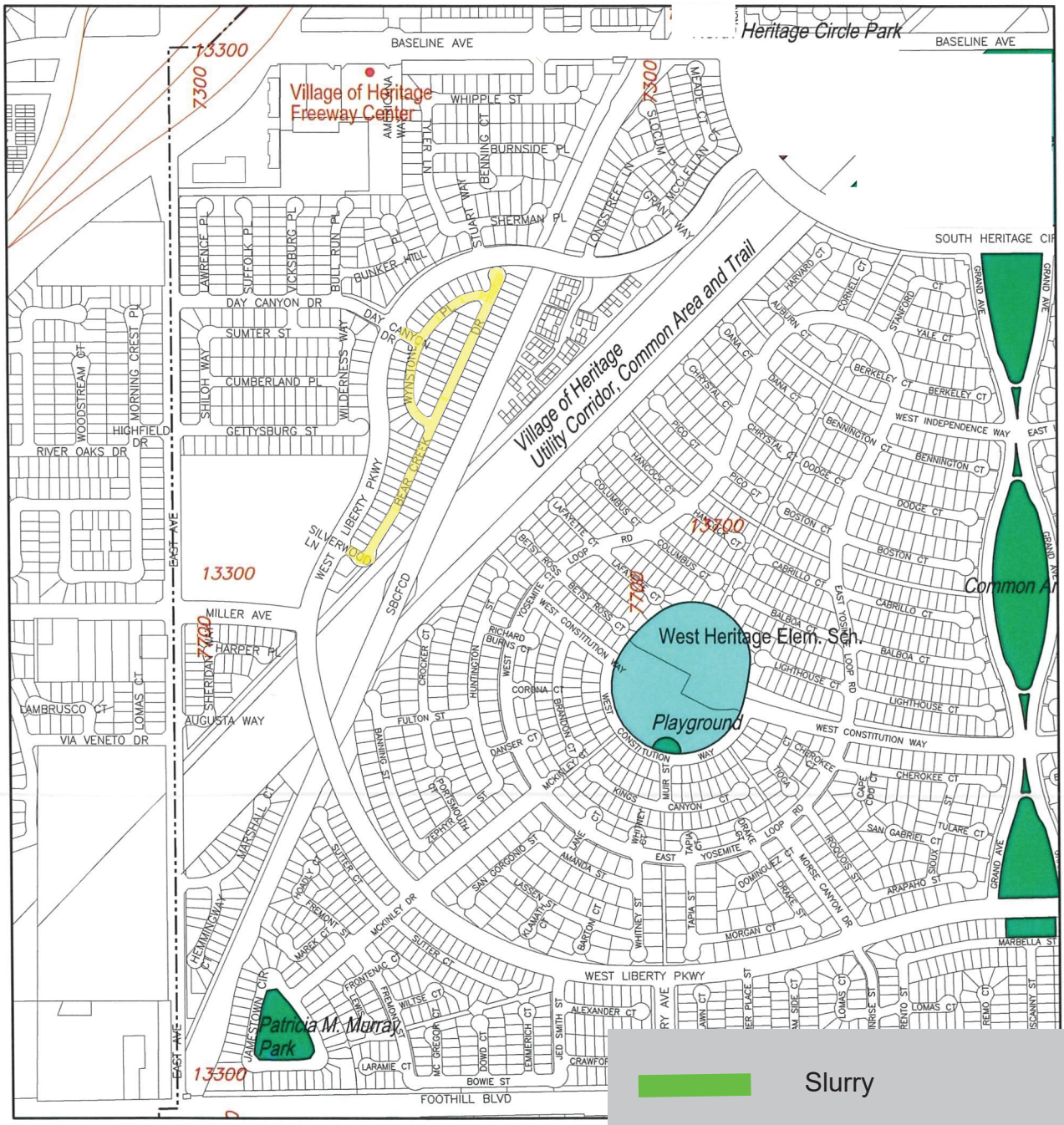
BASEMAP UPDATE AUGUST 2019

CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO. 16

11



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SCALE: 1" = 800'

Slurry

2" Grind & Overlay

Remove & Replace

CITY OF FONTANA
STREET ATLAS

CITY OF FONTANA - GIS
GEOGRAPHIC INFORMATION SYSTEMS

SHEET NO. 16

File #: 25-0602
Agenda #: R.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance of Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23)

RECOMMENDATION:
Accept as complete the work performed by NR Development Inc. for the Backstop Replacements at Chaparral Park, Southridge Park, and Veteran's Park Project (SB-85-PW-23).

COUNCIL GOALS:

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

DISCUSSION:
On April 11, 2023, the City Council awarded a construction contract to NR Development Inc. for Backstop Replacements at Chaparral Park, Southridge Park, and Veterans' Park (SB-85-PW-23) in the amount of $979,500.59 and authorized a 10% contingency of $97,950.06 for a total contract authorization amount of $1,077,450.65.

There were two (2) contract change orders during the project totaling $392,767.47 to address the need for larger footings due to the City's current wind load requirements. NR Development Inc. completed the project on February 3, 2025. All work has been completed to the satisfaction of the City for a final contract amount of $1,372,268.06.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item. The final contract cost for this project was $1,372,268,10 and the funding was budgeted in the FY 2022/2023 CIP Budget in project string 37200005-302-C-8313, and in the FY 2022/2023 Operating Budget in Org# 40137202.8130 and Org# 40137202.8329.

MOTION:
Approve Staff Recommendation

File #: 25-0603
Agenda #: S.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance of Installation of Shade Structures at Various Parks Project (SB-106-PW-23)

RECOMMENDATION:
Accept as complete the work performed by NR Development Inc. for the Installation of Shade Structure at Various Parks Project (SB-106-PW-23).

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 June 13, 2023, the City Council awarded a construction contract to NR Development Inc. for the Installation of Shade Structures at Various Parks Project (SB-106-PW-23) in the amount of $1,510,980.00 and authorized a 10% contingency amount of $151,098.00 for a total contract authorization of $1,662,078.00.

There was one (1) contract change order for $107,286.33 to address the need for larger footings due to the City's current wind load requirements, and to re-locate existing underground electrical lines at Bill Martin Park. NR Development Inc. completed the project on February 3, 2025. All work has been completed the satisfaction of the City for a final contract amount of $1,618,266.33.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item. The final contract cost for this project was $1,618,266.33 and the funding was budgeted in the FY 2022/2023 CIP and Operating Budgets in project strings 37200006-301-D-8313, 37200005-302-L-8313, 37200005-302-S-8313, 37200005-302-E-8313, and Org #'s 40137202.8329 and 63537211.8130.

MOTION:
Approve Staff Recommendation

File #: 25-0604
Agenda #: T.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Public Works

SUBJECT:
Final Acceptance of ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23)

RECOMMENDATION:
Accept as complete the work performed by Ortco Inc. for the ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23).

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 June 13, 2023, the City Council awarded a construction contract to Ortco Inc. for the ADA / Inclusive Interactive Playground Replacement Project (SB-122-PW-23) in the amount of $2,123,305.00 and authorized a 10% contingency of $212,330.50 for a total contract authorization of $2,335,635.50.

There were no contract change orders for this project. Ortco Inc. completed the project on April 17, 2025. All work has been completed to the satisfaction of the City for a final contract amount of $2,123,305.00.

The final retention payment will be released thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office.

FISCAL IMPACT:
There is no fiscal impact associated with the approval of this item. The final contract cost for this project was $2,123,305.00 and the funding was budgeted in the FY 2022/2023 Capital Improvement Program in project strings 37200007-301-B-8313, 37200005-302-G-8313, 37200005-302-H-8313, 37200005-302-I-8313, 37200005-302-K-8313, 37200005-302-M-8313, 37200005-302-N-8313, 37200005-302-Q-8313, 37200005-302-R-8313, and 37200006-301-E-8313.

MOTION:
Approve Staff Recommendation

File #: 25-0606
Agenda #: U.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Police Department Monthly Information Update

RECOMMENDATION:
Accept the Police Department monthly information update for August 2025.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
The August 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:
There is no fiscal impact.

MOTION:
Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

August 2025

KA1

NOTEWORTHY EVENTS

- Lieutenant Clabaugh hosted an Area 3 Community Meeting at the Fontana Police Department.
- COPE hosted “Smoothie with a Cop” at Jamba Juice.
- Lieutenant Zagorin hosted an Area 4 Community Meeting at Citrus High School.
- Fontana Police Detectives arrested two individuals for hate crimes.
- Fontana Police Special Operations Teams seized over 250 kilos of cocaine, 12 pounds of methamphetamine, 23,000 fentanyl pills, dismantled an illegal marijuana grow, and seized 65 illegally possessed firearms.
- Fontana Police Officers assisted several children with shopping for school supplies at Khols.

KA1 Kevin Anderson, 2/9/2021

POLICE
POLICE
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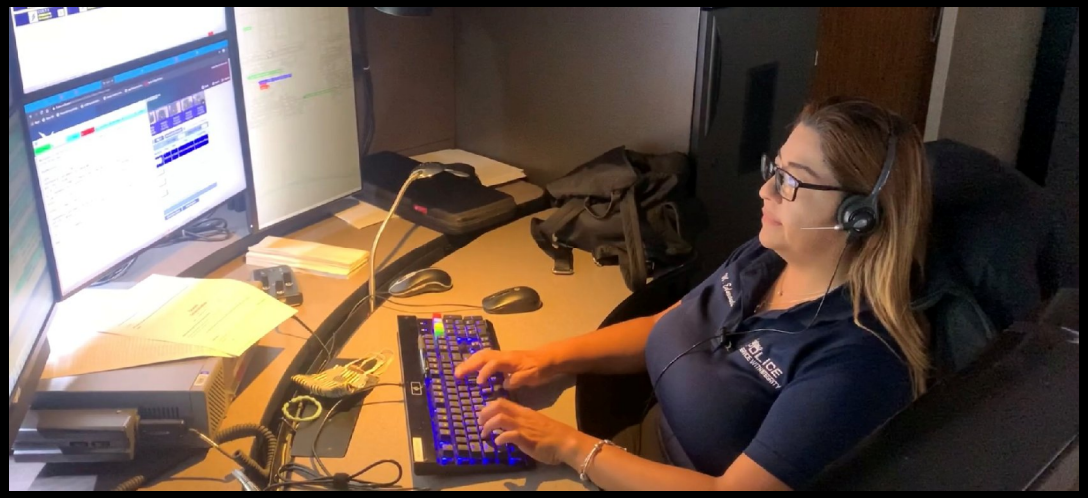
POLICE



CITYWIDE

- Priority 1 response time- 4:32 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,972
- Total arrests- 582
  - Hispanic- 409, White- 79 , Black- 78, All other races-16
- Total Group A Offenses- 674
  - Crimes Against Persons- 160
  - Crimes Against Property- 320
  - Crimes Against Society- 186

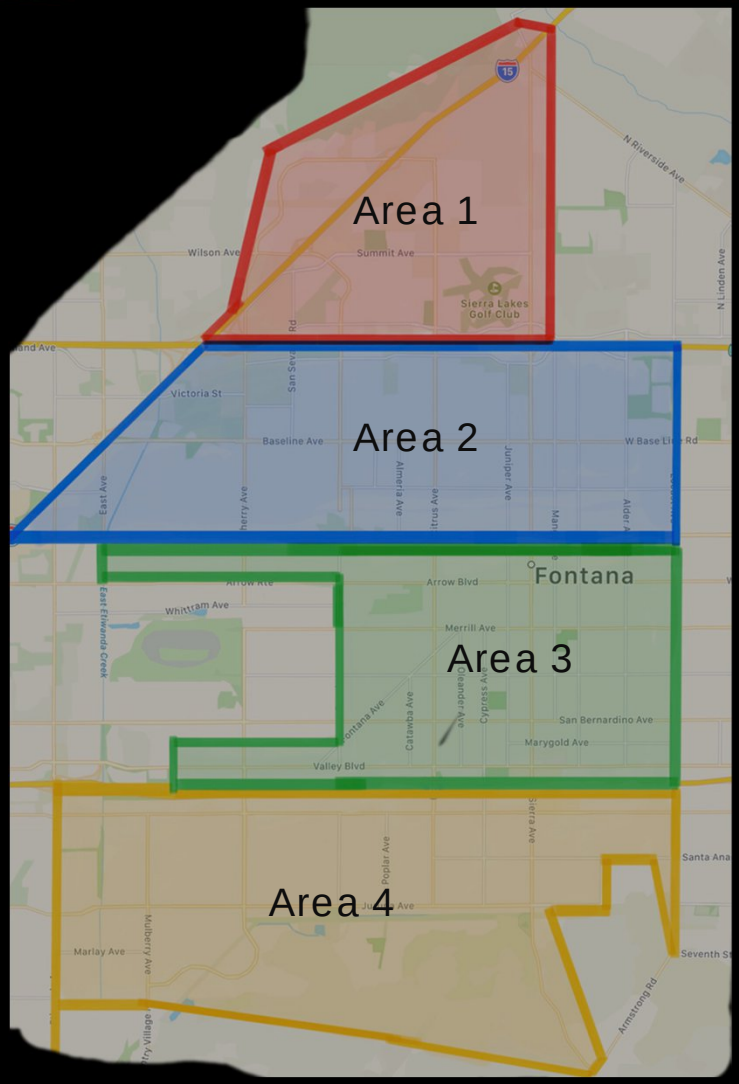
CITYWIDE

- Crimes Against Person- 160
  - Homicide- 1
  - Sex Offenses- 12
  - Assault- 140
  - Kidnapping- 1
  - Other- 6
- Crimes Against Property- 320
  - Robbery- 4
  - Burglary- 33
  - Larceny- 162
  - Destruction of Property- 32
  - Fraud- 21
  - Possession of Stolen Property- 25
  - Motor Vehicle Theft- 37
  - Other Miscellaneous Property Crimes- 6
- Crimes Against Society- 186
  - Drug and Paraphernalia Possession- 155
  - Possession of Child Pornography- 5
  - Possession of Weapons- 26
  - Other Miscellaneous Crimes- 0

CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts

- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

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

- Total Group A Offenses- 62
- Crimes Against Persons- 10
- Crimes Against Property- 44
- Crimes Against Society- 8

BEAT 2

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

- Total Group A Offenses- 152
- Crimes Against Persons- 54
- Crimes Against Property- 73
- Crimes Against Society- 25

BEAT 3

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

- Total Group A Offenses- 270

- Crimes Against Persons- 72
- Crimes Against Property- 111
- Crimes Against Society- 87

Beat 4

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

- Total Group A Offenses- 130
- Crimes Against Persons- 23
- Crimes Against Property- 91
- Crimes Against Society- 16

ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov

File #: 25-0610
Agenda #: V.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Purchase of 800 MHz Radios and Accessories for the Police Dispatch Center

RECOMMENDATION:
1. Authorize the Purchasing Division to "Piggy-Back" from the Sourcewell contract 042021 for the purchase of the Motorola 800 MHz radios, software, and related accessories per Purchasing Policies and Procedure Manual 3.1.5 (Cooperative Purchasing Agreement) for the Police Dispatch Center.

2. Approve the purchase from Motorola Solutions in the amount of $125,693.53.

COUNCIL GOALS:
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:
Currently the Fontana Police Department Dispatch unit has 16 of the 800 MHz radios (Model XTL5000) in the center. Over the last year there have been a few workstations that needed to be repaired. The Manager contacted San Bernardino County Radio to repair the workstations. While troubleshooting the workstation, it was discovered that the current 800 MHz radios (model XTL5000) are outdated. The current radios in the center are more than 25 years old. County Radio advised that Motorola will no longer supply replacement parts for 800 MHz radio model XTL5000 currently installed in the center. The XTL5000 radios are now becoming obsolete.

The dispatch radios are essential for officer safety and support to field operations. The department would like to be proactive and purchase the replacement radio model APX6500 offered by Motorola. Once the radios are purchased, they will be programmed to the same frequency to work with surrounding cities throughout the county.

The Police Department would like to piggyback the contract between Sourcewell and Motorola Solutions. RFP #042021 was effective July 4, 2021, through June 23, 2025. In March of 2025 both parties mutually agreed to extend the contract through June 23, 2026. The Fontana Police Department will be utilizing the same equipment and services listed in the contract.

Staff request that Council approve the recommendation to purchase the 800 MHz radios for the Police Dispatch Center. Approval will allow for new 800 MHz radios to be installed allowing dispatchers to continue to provide uninterrupted communication to field officers.

FISCAL IMPACT:
Funding was requested during the 2025/2026 first quarter adjustments. Funds requested from Fontana Fire District (Fund 210) in the amount of $44,205 and the Transaction Use Tax (Fund 604) in the amount of $105,795.

MOTION:
Approve staff recommendation

Docusign Envelope ID: 9ACE0E39-E376-4C2C-9F65-6D36818672A3

Sourcewell

CONTRACT EXTENSION

Contract Number: 042021-MOT

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Motorola Solutions 500 W Monroe St Chicago, Illinois 60661-3671 (Vendor)

have entered into Contract Number: 042021-MOT
for the procurement of: Public Safety Communications Technology and Hardware Solutions

The Contract has an expiration date of 2025-06-23 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-06-23 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Scott Lees 0D7470799D1A4DF...
Authorized Signature	Authorized Signature
Jeremy Schwartz	Scott Lees
Name	Name
Chief Operating and Procurement Officer	RVP
Title	Title
3/24/2025 | 12:46 PM CDT	3/25/2025 | 1:11 PM CDT
Date	Date

MOTOROLA SOLUTIONS

QUOTE-3298130

Billing Address:
FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335
US

Quote Date:09/12/2025
Expiration Date:11/11/2025
Quote Created By:
William Golden
William.Golden@
motorolasolutions.com

End Customer:
FONTANA POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Ext. List Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	2	$3,924.00	$7,848.00
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	2	$118.00	$236.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	2	$353.00	$706.00
1c	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	2	$0.00	$0.00
1d	Q498AY	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	2	$871.00	$1,742.00
1e	H38BT	ADD: SMARTZONE OPERATION	2	$1,412.00	$2,824.00
1f	QA09113AB	ADD: BASELINE RELEASE SW	2	$0.00	$0.00
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	2	$607.00	$1,214.00
1h	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	2	$560.00	$1,120.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
2	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	16	$3,764.00	$60,224.00
2a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	16	$118.00	$1,888.00
2b	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	16	$118.00	$1,888.00
2c	G66BJ	ADD: DASH MOUNT E5 APXM	16	$148.00	$2,368.00

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

MOTOROLA SOLUTIONS

QUOTE-3298130

Line #	Item Number	Description	Qty	List Price	Ext. List Price
2d	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	16	$1,412.00	$22,592.00
2e	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	16	$0.00	$0.00
2f	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	16	$871.00	$13,936.00
2g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	16	$71.00	$1,136.00
2h	G843AH	ADD: AES ENCRYPTION AND ADP	16	$560.00	$8,960.00
2i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	16	$0.00	$0.00
2j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	16	$16.00	$256.00
2k	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	16	$607.00	$9,712.00
2l	GA01670AA	ADD: APX E5 CONTROL HEAD	16	$767.00	$12,272.00
2m	W22BA	ADD: STD PALM MICROPHONE APX	16	$85.00	$1,360.00
2n	QA09113AB	ADD: BASELINE RELEASE SW	16	$0.00	$0.00
2o	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	16	$353.00	$5,648.00
3	NNTN8860B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, FAST US/NA	2	$199.56	$399.12

Subtotal	$158,329.12
Total Discount Amount	$42,748.86
Estimated Tax	$10,113.27
Grand Total	$125,693.53(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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

File #: 25-0611
Agenda #: W.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Police Department

SUBJECT:
Fontana Police CAD/RMS System Selection Consultant Services Funding Request

RECOMMENDATION:
1. Approve an appropriation in the amount of $200,000.00 from the Federal Asset Seizure Fund #223.

2. Authorize the Purchasing Department to proceed with collecting bids for the CAD/RMS System Selection Consultant Services.

COUNCIL GOALS:
- Operate in a businesslike manner by improving services through the effective use of technology.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by producing transparent information in a timely matter.

DISCUSSION:
The Fontana Police Department is seeking a qualified project consultant to assist in the evaluation, selection, and potential implementation planning of a Computer-Aided Dispatch (CAD) and Records Management System (RMS). This effort aims to modernize our existing infrastructure, improve operational efficiency, and ensure compliance with current public safety standards.

The current CentralSquare CAD system has been in place at the department since 2005. CentralSquare RMS has served the department since 2019. Our existing Computer-Aided Dispatch (CAD) and Records Management System (RMS) has become increasingly outdated, with limited integration capabilities, inefficient workflows, and a lack of modern features that are now considered essential in policing.

For the last decade, public safety technology has evolved significantly. The integration of body-worn camera (BWC) systems**,** artificial intelligence (AI) tools for incident analysis, real-time data sharing**,** and automated reporting features have transformed the way agencies collect, manage, and analyze information. However, our current system lacks the necessary interoperability and automation to meet these growing demands. Additionally, our agency is facing increased public expectations for transparency, accountability, and data-driven policing**.**

The department is requesting $200,000.00 in initial funding to commence the project. This amount will allow the project to begin without delay. Any necessary budget adjustments or additional funding

requests will be made upon award of the contract for said consulting services. The project is planned to be executed in three phases.

FISCAL IMPACT:
The Police Department would like to request an increase in appropriations for expenditures in the amount of $200,000.00 from the Federal Asset Seizure Fund (Fund 223). Appropriate budge adjustments will be submitted to the Budget Office with the 2025/2026 1st Quarter Budget Status Report.

MOTION:
Approve staff recommendations.

CITY OF FONTANA
CALIFORNIA

REQUEST FOR PROPOSAL

For

Consultant Services for Fontana Police CAD/RMS System Selection

PD-26-49-SP

SUBMISSION DEADLINE

October 16, 2025
BY 2:00PM

SUBMIT PROPOSAL TO:

BID MUST BE SUBMITTED ELECTRONICALLY Hard Copies will NOT be accepted as a viable bid. www.fontanapurchasing.org

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PD-26-49-SP

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CITY OF FONTANA

1. NOTICE INVITING REQUESTS FOR PROPOSALS

Consultant Services for Fontana Police CAD/RMS System Selection

PD-26-49-SP

NOTICE IS HEREBY GIVEN that sealed proposals will be received only by submitting electronically at www.fontanapurchasing.org, for **Consultant Services for Fontana Police CAD/RMS System Selection**, no later than **October 16, 2025, 2:00 PM (PST),** at which time or thereafter said proposals will be electronically opened. Proposals received after this time will not be able to submit electronically. Hard copies of bids will **not** be accepted as a viable bid.

The City of Fontana is accepting proposals from qualified firms to provide **Consultant Services for Fontana Police CAD/RMS System Selection**.

Detailed information and the scope of **Consultant Services for Fontana Police CAD/RMS System Selection** may be obtained from www.fontanapurchasing.org. The scope of the **Consultant Services for Fontana Police CAD/RMS System Selection**, proposals forms and contract documents are hereby referred to and incorporated herein and made a part hereof by reference and all qualifications must strictly comply therewith. Late submitted qualifications shall not be considered for review.

The City of Fontana reserves the right to reject any and all proposals and to waive minor irregularities, to accept any qualifications or portion thereof, and to take all proposals under advisement for a period of ninety (90) days.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Labor Code Section 1735 requires that no discrimination be made in the employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Government Code Section 12940. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

City of Fontana hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

CITY OF FONTANA

2. SCOPE OF SERVICES

PD-26-49-SP

2.1 INTRODUCTION:

The Fontana Police Department is seeking a qualified project consultant to assist in the evaluation, selection, and potential implementation planning of a Computer-Aided Dispatch (CAD) and Records Management System (RMS). This effort aims to modernize our existing infrastructure, improve operational efficiency, and ensure compliance with current public safety standards.

In addition, the same consultant must be able to assist in the same capacities for Phase Two and Phase 3 project components which may include but is not limited to the integration of Body Worn Cameras, License Plate Readers, Drones, and development of a Real-Time data sharing center.

2.2 BACKGROUND:

The Fontana Police Department serves a diverse and growing community, providing essential public safety services through dispatch, patrol, investigations, records management, and emergency response coordination. Our existing Computer-Aided Dispatch (CAD) and Records Management System (RMS) has become increasingly outdated, with limited integration capabilities, inefficient workflows, and a lack of modern features that are now considered essential in policing. The current CentralSquare CAD system has been in place at the department since 2005. CentralSquare RMS has served the department since 2019.

Over the last decade, public safety technology has evolved significantly. The integration of **body-worn camera (BWC)** systems, **artificial intelligence (AI)** tools for incident analysis, **real-time data sharing,** and **automated reporting features** have transformed the way agencies collect, manage, and analyze information. However, our current system lacks the necessary interoperability and automation to meet these growing demands. Additionally, our agency is facing increased public expectations for **transparency**, **accountability**, and **data-driven policing**.

As state and federal mandates (e.g., NIBRS compliance, AB 748 in California, CJIS security standards) continue to evolve, it is critical that our agency transitions to a modern, scalable, and fully integrated CAD/RMS platform that can:

- Seamlessly incorporate BWC video/audio evidence.
- Support real-time data access across mobile and field units.
- Leverage AI for smart dispatching, automated narratives, and crime trend forecasting.
- Reduce manual data entry, transcription delays, and reporting redundancies.

Given the complexity and significance of this transition, the department is seeking an experienced project consultant with specialized knowledge in public safety technology to guide the assessment, selection, and procurement of a future-ready CAD/RMS solution.

Central Square is increasingly unable to meet the growing demands of our operations, data requirements, and interoperability needs. With the rapid advancement of public safety technologies, a comprehensive evaluation is necessary to guide us in selecting a future-ready solution that supports dispatch, patrol, investigations, reporting, and data analytics with heavy consideration of Artificial Intelligence.

2.3 OBJECTIVES:

The consultant will:

- Assess the department's current CAD/RMS environment and future needs.
- Facilitate stakeholder engagement across divisions (e.g., Dispatch, Patrol, Records, IT).
- Develop functional and technical requirements.
- Identify and compare leading CAD/RMS solutions.
- Identify and compare integration capabilities.
- Provide a cost-benefit analysis.
- Prepare an RFP (Request for Proposal) or RFQ (Request for Quote), if needed.
- Offer guidance through the vendor selection process.
- Collaborate with all applicable Prosecuting agencies.

2.4 SCOPE OF WORK:

Needs Assessment

- Conduct stakeholder interviews across operational divisions, units, and teams. and conduct workshops with key stakeholders. Minimally include Dispatch, Patrol, Records, Investigations, IT, and Administration.
- Review current workflows, hardware, and software ecosystems for capability, integration, and identify current operational gaps.
- Identify inefficiencies and potential compliance issues.
- Evaluate existing CAD/RMS, AI, Redaction, and Body Worn Computer systems.
- Identify workflows that can benefit from AI/automation and integration that are missing in current CAD/RMS systems.
- Benchmark current compliance and ease of use of systems for CJIS, NIBRS, AB 748 and other regulatory components.

Requirements Development

- Develop a detailed set of functional and technical requirements for the new CAD/RMS system.

- Create a functional requirements catalog including:
  - Dispatch & call Handling
  - Records & Case Management
  - Evidence & Digital Media Integration (BWC, CCTV, Drones, LPRs, etc.)
  - Mobile date functionality (field report writing, mobile CAD)
  - Reporting & Analytics (crime analysis dashboards, AI insights)
- Define integration needs with **body-worn cameras, digital evidence management systems, mobile data terminals, and state/federal databases**.
- Specify AI-readiness requirements, ensuring the system can adopt or integrate with emerging AI solutions.
- Establish cybersecurity, CJIS, and NIBRS compliance requirements.
- Identify and specify interoperability requirements for CLETS, DOJ, Courts, District Attorney's Office, Jail, allied agencies and any regional or federal data-sharing systems.
- Define technical requirements including:
  - Cloud v. on-premises considerations
  - System security (encryption, user access, and audit trails)
  - Disaster recovery and continuity planning
- Draft a requirements matrix (functional, technical, and compliance) that can be used during vendor evaluations.
- Draft evaluation criteria to be used in vendor scoring.

Market Research and Vendor Shortlisting

- Conduct a market scan of leading CAD/RMS providers
- Gather information from allied agencies on lessons learned and system satisfaction and dissatisfaction.
- Evaluate vendor solutions for:
  - **Native or third-party AI functionality**.
  - **Seamless BWC integration** (video ingestion, automatic incident linkage, evidence auditing).
  - Scalability, cloud-readiness, and disaster recovery.
  - Create a vendor comparison matrix highlighting features, strengths, and risks.
- Prepare a comparison matric identifying strengths, risks, allied agency satisfaction/dissatisfaction, and costs.

Procurement Support

- Assist in drafting or reviewing the Request for Proposal (RFP) or Request for Quote (RFQ).
- Develop structured evaluation tools (e.g., weighted scoring matrix) for vendor selection. (Technical features, AI/BWC capabilities, cost, support, training, etc.)
- Coordinate and facilitate vendor demonstrations, ensuring CAD/RMS, AI, and BWC functionalities are tested against requirements.
- Provide independent scoring analysis to supplement internal evaluations.
- Provide technical and operational input during procurement negotiations.

Recommendation & Reporting

- Deliver a comprehensive Final Report summarizing findings, vendor evaluations, cost-benefit analyses, and recommended solution(s).
- Provide a roadmap for phased implementation, highlighting staffing, training, and policy considerations.
- Present findings and recommendations to project panel, IT, and Command Staff.

Pre-Implementation Guidance

- Advise on change management and stakeholder communication strategies.
- Provide input on policies related to AI and BWC data handling (transparency, privacy, evidence retention).
- Assist in defining project governance structures to support implementation.

Implementation Guidance

- Develop an **Implementation Plan** with milestones, dependencies, and risk management strategies.
- Advise on **data migration planning**, including legacy records, CAD history, and BWC evidence.
- Recommend **training plans** for dispatchers, officers, and records staff.
- Provide **policy guidance** on AI, BWC and any other integrated uses, addressing privacy, transparency, and accountability.
- Provide training recommendations for each individual team tailored by role.
- Support **change management strategies** to ensure smooth adoption.
- Define success metrics and establish **performance measures** to track system effectiveness post go-live.
- Provide contingency plan and rollback strategies in the event either are necessary.

3. INSTRUCTIONS TO PROPOSERS

PD-26-49-SP

3.1 PROPOSAL TIMELIME

- Closing Date: October 16, 2025 @ 2:00P.M.

3.2 PROPOSER'S EXAMINATION

Before submitting a proposal, the proponent shall carefully examine the scope of services and other contract documents and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work.

By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard City contract documents, and that it is capable of performing quality work to achieve the City of Fontana's objectives.

3.3 INTERPRETATION OF PROPOSALS AND DOCUMENTS

If any person contemplates submission of a proposal for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, shall be immediately brought to the attention of the City by submission using the electronic bid system. Such submission, if any, must be sent using the Q&A tab of the electronic bid system. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued electronically to each person registered on the prospective bidder's list. The Purchasing Office will not be responsible for any other explanation or interpretation of the proposed documents.

3.4 NOTICE TO PROPONENTS

The proponents shall be considered based on the best overall value to the City. **The City shall not be limited to awarding to the lowest responsive proponent, but instead shall be entitled to negotiate for the best overall value to the City.**

The City may automatically disqualify any proposal that does not meet the terms and conditions set forth in these "Instructions to Proposers."

3.5 LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same are expressly referred to herein or not. Any Proposer submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth,

contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

3.6 DELIVERY AND OPENING OF PROPOSALS

Proposals are to be submitted electronically. Electronic Bid System will close exactly at the time set forth in the document. All applicable forms required to be completed per the proposal documents, shall be submitted electronically prior to the proposal date and time. Hard copies will not be accepted as a viable proposal. It is the Proposer's sole responsibility to ensure that its proposal is received as specified. Proposals may be submitted earlier than the dates(s) and time(s) indicated.

Proposal will be available at the date and time stated in the Instruction to Proposers and the amount of each proposal will be available online and recorded. The City may in its sole discretion, elect to postpone the opening of the submitted proposals. City reserves the right to reject any or all proposals and to waive any informality or irregularity in any proposal.

3.7 WITHDRAWAL OF PROPOSAL

Prior to proposal opening, a proposal may be withdrawn by the Proposer only by using the City's electronic bidding system.

3.8 IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

3.9 PROPRIETARY

The proponent shall identify those portions of their proposal that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the proponent desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". All such materials so indicated shall be reviewed by the City and any decision not to honor a request for confidentiality shall be communicated in writing to the proponent. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment SHALL NOT be classified as confidential.

3.10 COMPETENCY OF PROPONENT

No proposal will be accepted from or contract awarded to a proponent who is not licensed in accordance with the law, who does not hold a license qualifying them to perform work under this contract, to whom a proposal form has not been provided and who has not

successfully performed on projects of similar character and scope. The proponent may be required, before the award of any contract, to show, to the complete satisfaction of the City, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

3.11 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted online using the city's bid system and click the Q & A tab of the bid, no later than three (3) days before the Submittal Deadline. Answers, if any, made by the City will be sent using the online bid system to all known proposal holders.

3.12 CORRESPONDENCE

All correspondence and questions to be submitted via Planet Bids online platform. After bid closing any bid withdrawls or other correspondence can be sent to Purchasing Division, City of Fontana, 8353 Sierra Ave, Ca 92335.

3.13 AWARD OF CONTRACT

Issuance of this Request for Proposal and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals to accept any proposal or portion thereof, to waive any irregularity, and to take the proposals under advisement for the period of time stated in the "Request for Proposals", as may be required to provide for the best interests of the City of Fontana. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proponent to whom the award is contemplated. All responses to this solicitation shall become the property of the City and will be retained or disposed of accordingly. No proponent may withdraw his proposal for a period of ninety (90) days after the time set for opening thereof.

3.14 TERM OF CONTRACT

Contract period shall be limited to the respective project. Proposer understands that this contract shall not bind nor purport to bind the City of Fontana for any contractual commitment in excess of the original contract period. In the event the City exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3.15 INSURANCE

Prior to the commencement of any services hereunder, Consultant shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days' notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Consultant.

(1) Worker's Compensation Insurance covering all employees and principals of the Consultant, in a minimum amount of $1 million per accident, and meeting the laws of the State of California;

(2) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of $1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;

(3) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of $1 million combined single limit per accident for bodily injury and property damage.

3.10 PROTEST PROCEDURES

Bidders may file a 'protest' of a solicitation with the Purchasing Division. In order for a Bidder's protest to be considered valid, the protest must:

a) Bidders who have submitted a bid proposal are permitted to challenge the City's intent to award a contract.

b) Submitted protest in writing within five (5) calendar days after the posting of the Notice of Award on the City's electronic bid management system to file a protest.

c) Identification of the project and the solicitation or contract number.

d) A detailed statement of all the grounds for the protest, including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest, including providing copies of all relevant documents. All factual contentions must be supported by competent, admissible, and credible evidence.

Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to these procedures shall be rejected as invalid.

If the protest is valid, the City's Purchasing Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Purchasing Manager will provide a written decision to the protester. The decision of the Purchasing Manager shall be final unless the protesting Bidder appeals within three (3) business days of receipt of the response.

4. PROPOSAL DOCUMENTS
PD-26-49-SP

4.1 PROPOSAL SUBMITTAL INFORMATION

A. Submittal of Proposal: A digital file containing proposal and cost shall be submitted in response to this RFP. The proposal(s) shall be submitted no later than **2:00 p.m. on October 16, 2025** and submitted online through the electronic bid system.

Late submittals will not be considered. Fax submittals will not be accepted.

B. Examination of the content of the RFP: By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the RFP's and conditions of the standard City contract documents (Professional Services Agreement) (Attached), and that it is capable of performing quality work to achieve the City of Fontana's objectives.

C. Pre-Contractual Expenses: The City shall not be liable to pay any cost incurred by any firm or persons in submitting a proposal(s) in response to this request for qualification/request for proposal.

D. Contract Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to accept or reject any or all responses received in reply to this RFP; reject or cancel in part or in its entirety this request for proposal. Similarly, all responses to this request for qualifications/request for proposal shall become the property of the City and will be retained or disposed of accordingly.

4.2 EVALUATION AND SELECTION PROCESS

A. Submittal Review: A committee will review and evaluate each submittal to determine if it meets the "submittal information" requirements for the project. Failure to meet the requirements will be cause for eliminating the applicant from further consideration.

B. Selection: Based on the committee's evaluation and utilizing the Proposal scoring method of each applicant's proposals, additional data submission and oral interview, the firms will be ranked by the Evaluation Committee.

C. Oral Interview: Applicants meeting the submittal requirements may be requested to participate in an oral interview at City's discretion. Applicants will be notified in writing of the time and place for the interview.

Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.

4.3 RESPONSE TO PROPOSAL

Proposal shall be a digital file (PDF format) shall be submitted online through the city's online bid system at www.fontanapurchasing.org.

A. Introduction: This proposal as a minimum must contain the following:

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

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

3. List of Sub-Consultants (if any)

B. Qualifications: The overall capabilities of the consultant's and sub-consultants' organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top level management and ability of persons assigned to perform the work. Indicate the firm's experience over the past three calendar years. Possessions of appropriate license and certifications.

C. Reference: List three (3) former municipal or any public clients for whom comparable services have been performed within last three years. Include the name, mailing address, email address, and telephone number of each client's principal representative.

D. Authorization: The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

E. Insurance: Insurance certificates are required prior to contract execution.

F. Costs: Include all costs associated with performance of the contract as outlined in The Scope of Services. Non-disclosure of all costs during the RFP process could result in disqualification.

The cost must be a separate file and should contain a proposed fee schedule for services and include a list of other categories of out-of-pocket expenses which are expected to be paid by the City and a basis for any additional compensation which would be requested by your firm.

5. PROPOSAL EVALUATION FORM

PD-26-49-SP

Proposer's Name:

FACTOR	WEIGHT	SCORE (0-4)	WEIGHT SCORE
1. QUALIFICATIONS OF FIRM			
Relevant Experience of Firm	15		
Reputation of Firm (based on references)	5		
Qualifications of Personnel (experience, training, etc.)	15		
2. TECHNICAL APPROACH			
Responsiveness to meet or exceed scope of services and law enforcement needs	25		
Ability to communicate service in an organized, clear, and concise manner	15		
3. FEE STRUCTURE AND SCHEDULE			
Cost, Reasonableness and Transparency	10		
Timeline/Ability of Deliver Milestones	15		
TOTAL	**100**		
SCORE: 0=Unacceptable 1= Poor 2=Fair 3= Good 4= Excellent			

File #: 25-0620
Agenda #: X.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Finance

SUBJECT:
American Rescue Plan Act Expenditure Plan Quarterly Report

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

COUNCIL GOALS:

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

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

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

their eligibility.

Current Plan

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

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

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

Leveraged Projects

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

Plan Update

As of September 30, 2025, $45.4 million has been expended. Since all projects have been obligated

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

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

MOTION:
Receive and file.

ATTACHMENT A

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE
ESTIMATED AS OF SEPTEMBER 30, 2025

Federal Eligible Use Category Treasury Expenditure Category	Project	Current Plan	Proposed Plan	Estimated Expenditures as of 9/30/25
1) Public Health & Economic Response				
1.0 Public Health	Metrolink Station Security Cameras	66,411	66,411	66,411
	Ventilation Upgrade for City Facilities	2,322,150	2,322,150	2,322,150
2.0 Negative Economic Impacts	Fontana Forward Grant Program	190,786	190,786	190,786
	Homelessness Prevention Resources and Care Center	6,442,229	6,442,229	6,360,455
	Park Improvements	3,241,828	3,241,828	3,009,270
3.0 PH Negative Economic Impact Public Sector Capacity	Leveraged Project: Support Government Employment (hiring above the pre-pandemic baseline)	9,842,762	9,842,762	9,842,763
	Vaccine Bonus	526,986	526,986	526,986
	Leveraged Project: Accela	3,406,636	3,406,636	3,406,636
	Leveraged Project: Fontana 311	2,398,355	2,398,355	2,033,040
	Part-Time Employee Retention	152,936	152,936	152,936
2) Revenue Loss				
6.0 Revenue Replacement	Parking Structure	10,000,000	10,000,000	9,999,606
3) Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)				
7.0 Adminstrative	Administrative Costs	51,433	51,433	51,433
4) Water, Sewer, and Broadband Infrastructure				
5.0 Infrastucture	Cypress Storm Drain Project	7,340,000	7,340,000	3,726,727
	Data Security & Threat Detection	157,927	157,927	157,927
	Endpoint Detection & Response Solution	154,806	154,806	154,806
	Fiber to City facilities	1,773,968	1,773,968	1,271,685
	Network Detection & Response Solution	-	-	-
	Septic to Sewer	500,000	500,000	451,508
	Storm Drain Infrastructure Masterplan	375,130	375,130	375,130
	Sewer Infrastructure Masterplan	424,870	424,870	424,781
5) Premium Pay				
	Public Safety Premium Pay	887,901	887,901	887,900
	Total	**50,257,113**	**50,257,113**	**45,412,937**
	Total Unappropriated Fund Balance		**-**	
	Total Allocation	**50,257,113**	**50,257,113**	

ATTACHMENT B

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

Project	Recommended Amount	Est Expended As of 9/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Administrative Costs	51,433	51,433	Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	To cover the administrative direct and indirect costs associated with the ARPA program.	Complete	Complete	51,433	Administrative costs to cover the implementation and oversight of the City's ARPA Expenditure Plan. Costs include but are not limited to City staff time, consultant services including HdL, and City Attorney costs.
Cypress Storm Drain Project	7,340,000	3,726,727	Water, Sewer, and Broadband Infrastructure	Construction of a storm drain facility along Foothill Blvd between Sierra Ave and Cypress Ave and Cypress Ave between Foothill Blvd and Orange Way to connect to the newly constructed West Fontana Channel along the Metrolink railroad track. The project also includes landscaped median on Foothill Blvd, reconstruction of AC pavement, and ADA compliant sidewalks and curb ramps upgrades.	In progress	12/31/2026	26,200,000	The project will be constructed in two phases: - Phase 1 will be on Foothill Blvd between Sierra Ave and Cypress Ave, and on Cypress Ave between Foothill Blvd and Orange Way ($19.7 million) - Phase 2 will be on Cypress Ave between Miller Ave and Foothill Blvd and on Juniper Ave between Miller Ave and Foothill Blvd ($6.5 million) ARPA funds will be used towards the first phase. Phase 2 will be constructed once funding is identified in the future. The total project cost for Phase 1 is funded by ARPA, Local Measure I, Storm Drain, and Landscape. The project opened bid on April 18. The lowest bid came in higher than anticipated. Pending additional project funding allocation, the project has begun its construction with anticipated completion in late 2026.
Data Security & Threat Detection	157,927	157,927	Water, Sewer, and Broadband Infrastructure	A software suite that integrates with our servers and Office 365 to detect, report, and alert on permissions and activity to help detect unauthorized access.	Complete	Complete	157,927	Varonis DatAdvantage software suite was deployed and is currently in use to monitor the City's file servers and Office 365 environment. Approved via consent calendar during the June 28, 2022 City Council meeting. PO #22300174. Project is completed.
Endpoint/Network Detection & Response Solution	154,806	154,806	Water, Sewer, and Broadband Infrastructure	A technology solution that would help detect, alert, and potentially respond automatically to anomalous or malicious network activity on the City's network Network: A technology solution that would help detect, alert, and respond to unauthorized activity on the staff computers throughout the City. This would fill the gap between what anti-virus software will detect and our network defenses.	Complete	Complete	154,806	Combined with Network Detection and Response solution. Purchased Arctic Wolf Managed Detection and Response (MDR) solution to monitor network traffic to alert on malicious or suspicious activity. Approved via consent calendar during the June 14, 2022 City Council Meeting. PO # 22300235. Project is completed
Fiber to City facilities	1,773,968	1,271,685	Water, Sewer, and Broadband Infrastructure	This project would run City owned fiber to our 6 facilities with leased lines, 1police substation with a leased line, 4 of our larger parks that currently have no connectivity, and 1 police substation that currently has no connectivity. This would help facilitate the use of technology at the locations (Wi-Fi, security cameras, irrigation systems, etc.).	In progress	1/31/2026	1,773,968	Sites to be connected are: Palm Court Substation, Southridge Substation, Cypress Center, Don Day Center, Heritage Center, Jack Bulik Center, Martin Tudor Park, Mary Vagle Nature Center, Bill Martin Park, Central City Park, Ralph M. Lewis Sports Complex, South Fontana Park, and Veteran's Park. The project has been advertised and scheduled to open bid on May 7. The project has been started and substantially completed. Final acceptance anticipated in January 2026.

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

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

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

Project	Recommended Amount	Est Expended As of 9/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Leveraged Project: Accela	3,406,636	3,406,636	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.6 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	Complete	Complete	3,406,636	In 2021 the Innovation and Technology Department began efforts to improve business processes in the land management and permitting systems. During the pandemic, it became clear that paper processes were no longer an effective way of serving our residents or business partners. The city wished to replace the existing solution with an improved digital solution to meet the needs of city employees, residents, and businesses. Over the course of a year, city staff reviewed processes and gathered requirements for a new solution. A new solution was selected in late 2021 to help improve processes in the land management and permitting system space. Throughout 2022 the IT department has continued to lead this project, working alongside almost every city department to ensure the new solution will be tailored to meet the city of Fontana's needs in this space. This project has been a 3-year effort, and we are now nearing the tail-end of the project. The new, improved solution will seamlessly connect with surrounding systems, assist customers with an easy-to-use interface, ensure city employees process requests in a consistent and efficient manner, and provide dynamic insights to internal operations. The new solution went live July 2023 and has required some improvements/enhancements. This project has been completed.
Leveraged Project: Fontana 311	2,398,355	2,033,040	Public Health & Economic Response	This is a new project and it is recommended that it is funded in the amount of $3.2 million in an effort to leverage funds for projects originally requested in the Revenue Loss category.	In Progress	12/1/2026	2,398,355	The City of Fontana developed and implemented the Fontana 311 system to improve communication and streamline services to its Residents and Businesses by bringing all customer interactions to one central location. The Fontana 311 system will be a one-stop shop for businesses and residents to file complaints, get answers to questions, keep residents informed and overall improve citizen engagement. The Innovation and Technology department led the project to develop this new system and was sponsored by our Communications and Marketing office. Throughout 2022 and 2023, there has been extensive work with almost every city department to ensure all city services are captured within the application. Residents will be able to call 311, use a website, or our 311 app to make that first request and then see it through to completion. The Fontana 311 system will allow staff to track requests from initiation to completion. Fontana 311 offers digital government services and makes interacting with government a much smoother process for our residents and businesses. The Fontana 311 system went live in February of 2023 and is now entering phase 2 of the project, which will bring an IVR with AI to assist our residents when they call for services. The project is in progress and is expected to be completed by December 2026.

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

Project	Recommended Amount	Est Expended As of 9/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Park Improvements	3,241,828	3,009,270	Public Health & Economic Response	Various projects needed to replace and/or upgrade aging infrastructure in our City's parks.	Leveraged	Leveraged	3,241,828	Improvements are being recommended at the following 11 parks: --Veteran's Park-installation of ballfield dugout shade structures (Completed) - Veteran's West Park -installation of new ballfield backstops Construction (Completed) - Seville Park (installation of new ADA Inclusive playground structure (Completed) - Fernandez Park -(Completed) - Bill Martin Park -Ballfield dugout shade structures and Shade structures for spectator areas(Completed) - Northgate Park (installation of playground, shade structure and ADA inclusive playground equipment- (Completed) - North Tamarind Park (installation of new jumbo park gazebo for large groups, a new ADA inclusive playground, shade structures, and rubber safety surfacing- **(Construction in progress. Est Completion: December 2025)** - Lemon Pepper Park (installation of playground shade structure(Completed) - Carmela Park (installation of playground shade structure (Completed) -Miller Park-Improvements (Completed) -Jack Bulik improvements (Completed)
Parking Structure	10,000,000	9,999,606	Revenue Loss	The project will construct a new parking structure within the parking lot of the Fontana HR Office.	Complete	Complete	15,000,000	The proposed project is to be constructed within the existing parking lot of the City's Human Resources Department Building located at 8491 Sierra Avenue, Fontana, CA 92335, and shall consist of a 4-tier parking structure. Each tier will have a footprint of approximately 130 feet by 230 feet with two vehicular entrances, one along Learner Lane and the other along Wheeler Avenue. The City anticipates the structure to include 311 vehicular parking spaces and two elevators. The intent of the structure is to serve as both public and employee parking for the civic center campus. The Design-Build contract was approved by council on June 13, 2023. The construction has been completed and accepted by City Council in September, 2025.
Part-Time Employee Retention	152,936	152,936	Public Health & Economic Response	Project includes recruitment and retention bonuses for part-time personnel.	Complete	Complete	152,936	Project includes recruitment and retention bonuses for part-time personnel with a current allocation of $250,000.
Public Safety Premium Pay	887,901	887,901	Premium Pay	Project includes public safety retention bonuses which were previously categorized as Employee Retention/Incentive as Public Health & Economic Response.	Complete	Complete	887,901	Project includes public safety retention bonuses. Project is Complete

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

Project	Recommended Amount	Est Expended As of 9/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
Septic to Sewer	500,000	451,508	Water, Sewer, and Broadband Infrastructure	The project will provide septic to sewer conversion in a disadvantaged communities (DAC) area in the city.	In Progress (Staff support only)	12/31/2025(staff will continue to change until county completes construction)	2,000,000	The City will create sewer mainline construction plans on Arrow Ave between Ilex Street and Beech Ave, Cherry Avenue from Arrow Blvd to Foothill Blvd, and Beech Avenue from Arrow Blvd to Foothill Blvd per the City's Master Plan of Sewer. The Design phase has been completed. The San Bernardino County will lead construction. Staff charges will continue during the construction.
Storm Infrastructure Masterplan	375,130	375,130	Water, Sewer, and Broadband Infrastructure	For consultant provided services in order to develop a masterplan document to forecast future infrastructure needs.	Complete	Complete	375,130	Contract with David Evans and Associates. for $375,130 was approved on October 10, 2022. Contract is being funded by ARPA. Due to staff shortage in consultant, the expected date for Council workshop is September 2024.Contract has been completed.
Sewer Infrastructure Masterplan	424,870	424,781	Water, Sewer, and Broadband Infrastructure	Storm Drain and Sewer master plans update. With completed projects and various changes since the last update, the master plans are due for an update.	Complete	Complete	424,870	Contract with Albert A. Webb Associates, Inc. for $478,502 was approved on October 3, 2022. Contract is being funding by ARPA and $53,632 from Fund 702. An addendum for $40,000 is approved by the City Council from Fund 702 to provide more detailed analysis of the Downtown Area with the funds being drawn from the Sewer Capital Projects Fund. Due to additional scope of the project, the project will be ready for a Council workshop in September 2024. As of 10/20/2025, the Contract is complete. Expenditures are being reconciled for completeness.
Vaccine Bonus	526,986	526,986	Public Health & Economic Response	Project includes a citywide vaccine bonus.	Complete	Complete	526,986	Project includes a citywide vaccine bonus. Citywide Vaccine Bonus, 40 hours per full-time employee with a current allocation of $526,986. Project ended in December 31, 2022.
Ventilation Upgrade for City Facilities	2,322,150	2,322,150	Public Health & Economic Response	Upgrades to existing HVAC equipment to provide better protection to employees from Covid-19.	Complete	Complete	2,322,150	Project went out to bid and closed August 23, 2022. Bid responses are being evaluated by Purchasing and contract will be presented to council for consideration in September 2022. Installation began January 2023 and was completed July of 2023. There were a total of 990 air purifiers installed along with 200 air monitors in a total of 20 city buildings. Project is complete
Total	**50,257,114**	**45,412,937**						

CITY OF FONTANA
AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN UPDATE DETAIL
ESTIMATED AS OF SEPTEMBER 30, 2025

Project	Recommended Amount	Est Expended As of 9/30/25	Federal Use Category	Description	Est. Project Start Date	Est. Project End Date	Est. Project Cost	Project Update
REVISED: Helicopter Purchase	3,000,000	3,000,000		This request is for an A-Star helicopter which will allow for a more available fleet and readied aircraft while one or more are down for scheduled or unscheduled maintenance. The A-Star can fly in windy conditions and eliminate the current loss of approximately 30% of hours due to inclement weather. Additionally, the upgraded program could provide for the ability to support an officer down rescue. The increased functionality of the A-Star will allow for integrated maps to support in pursuits and tactical situations; recording capabilities to assist in evidence, training, and civil litigations; the ability to fly at higher altitudes to assist in covert surveillances to aid the Narcotics Unit, Fugitive Apprehension Team, and other units in the special operations division. Additionally, the A-Star will also provide air support to the Fire District including fire patrol and real-time tactical assessments improving response times and decreasing loss of property.	5/27/2022	Funded by General Fund	3,000,000	The Airbus Helicopter was purchased and delivered in May 2022 as well as the Chopper Spotter The balance of the outstanding expenditures will be presented to Council and funding (General Fund 101) request will be submitted for approval as needed. Project details include the following: - 2011 Air Bus AS350B2 ($1,670,125) - purchased using General Fund (101) May 2022. - Chopper Spotter ($22,760) - purchased using General Fund (101) - 5 Year Impound Fees ($625,000) - General Fund (101) monies need to be requested and placed in a project as a one time payment of ($625,000). Funds were in original proposal for annual maintenance (5 yrs. x $125,000) - 12 Year Maintenance ($225,000) - General fund (101) request submitted for 1st Qtr. (2023-2024) - FY 21/22 Prorated Premium Insurance ($3,962) - General Fund (101) paid July 2022. - FY 22/23 Insurance ($47,541) Increase cost of insurance. FY 23/24 Insurance billed at the same rate of FY 22/23. Insurance premium paid from General Fund (101). - Cargo Hook Kit/Bambi Bucket ($100,000) - Currently aircraft unavailable to install equipment. Fire District/Dept will be contacted when ready to proceed with purchase. Additionally, there are on-going associated costs related to general contract increase for fuel, maintenance, storage, flight hours, and insurance premiums. The Police Department will include General Fund (101) increase request annually during budget preparation and supplement budget preparation. This project is now funded by General Fund. Remaining outstanding items to be purchased included: Remaining Impound Fees, 12 Year Maintenance, and Cargo Hook Kit/Bambi Bucket ($100,000). The aircraft is currently unavailable to install equipment. In progress- replacing helicopter engines and training.
Pavement Rehabilitation	5,000,000	Ongoing		For annual work related to the City's Pavement Management Plan.	3/1/2023	Ongoing	5,000,000	Various Pavement Rehabilitation projects, per City's 7-Year Pavement Management Plan, are currently in design and construction phases.

File #: 25-0623
Agenda #: Y.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Accept Donation from County Supervisor Jesse Armendarez (2025 Veteran's Day Celebration)

RECOMMENDATION:
Accept donation from County Supervisor Jesse Armendarez in the amount of $1,000 for use towards the 2025 Veteran's Day Celebration.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by seeking community input.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The Community Services Department receives donations and sponsorships from many local companies to help support and enhance various programs, activities, and events. County Supervisor Jesse Armendarez donated $1,000 towards the 2025 Veteran's Day Celebration and is recognized as a Presenting Title Sponsor of this event.

FISCAL IMPACT:
The $1,000 was deposited into the 101.3520 for use in offsetting costs for the 2025 Veteran's Day Celebration.

MOTION:
Approve staff recommendation.

CITY OF FONTANA
COMMUNITY SERVICES DEPARTMENT

DONATION ACCEPTANCE
(For All Donations)

Name of Donor/Organization:
County Supervisor Jesse Armendarez

Address:
268 W. Hospitality Lane
San Bernardino, CA, 92415-0018

Contact Person, Title:	*Phone No.*
Jesse Armendarez	*(909) 387-8322*

Type of Donation: (Check boxes)

[X] Monetary

Amount $	*Receipt No.*
$1,000.00	*1049751.002*
	(Attach Copy of Receipt)

[ ] Goods/Services

Estimated Value $	*Description*

Intended use of Donation:

[X] Specific → *Description:* *2025 Veteran's Day Celebration*

[ ] General

[X] **Thank you/acknowledgement letter sent to Donor? (Required for ALL donations)**

[X] **Attach copy of acknowledgement letter to this form.**

[ ] **G.E.T. Online Donation Tracking Form Has Been Completed.**
(Required for ALL donations with a value greater than $500.00)

Received By: *Diana Escobar* *Date:* 10/16/2025

[X] **Copy of this form sent to Supervisor/Manager** 10/16/2025

= = = FOR ADMINISTRATION USE ONLY = = =

City Council Agenda Date 10/28/2025

Entered in Novus by: *Date*

This form must be filled out for all donations received regardless of value amount. This donation must be approved by City Council prior to any spending or use of the donation.

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Phone: (909) 349-6900
FAX: (909) 349-6911
Email: Recreation@fontanaca.gov

Receipt #1049751.002

Nov 19, 2024 11:35 AM

COUNTY OF SAN BERNARDINO
JESUS ARMENDAREZ
268 W. HOSPITALITY LANE
SAN BERNARDINO, CA 92415-0018

FONTANA
Community
Services

Prepared By: ssmith
Company ID: 162
Primary phone: (951) 201-8677, Secondary phone: --

Payment Summary

Check: $1,000.00 Check # 8001230634

Total Received: $1,000.00 **Total Payments:** $1,000.00

Transactions

Customer	Description	Item	Unit	Qty	Fee	Charge
Jesus Armendarez 16860 Valencia Ave Fontana, CA 92335 Primary phone: (951) 201-8677 Email: -- ID: 37120	Events General Revolving #0168.301.FA24 **Action:** Enroll Meets: From September 2, 2024 to December 31, 2024 Location: Community Services Department office	General	Per Seat	1.00	$1,000.00	$1,000.00

Total Charges $1,000.00
Total Payments $1,000.00
Balance $0

File #: 25-0624
Agenda #: Z.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Community Services

SUBJECT:
Accept Donation from Adam Perez (2025 Veteran's Day Celebration)

RECOMMENDATION:
Accept donation from Adam Perez in the amount of $1,000 for use towards the 2025 Veteran's Day Celebration.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by seeking community input.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:
The Community Services Department receives donations and sponsorships from many local companies to help support and enhance various programs, activities, and events. Adam Perez donated $1,000 towards the 2025 Veteran's Day Celebration and is recognized as a Presenting Title Sponsor of this event.

FISCAL IMPACT:
The $1,000 was deposited into account 101.3520 for use in offsetting costs for the 2025 Veteran's Day Celebration.

MOTION:
Approve staff recommendation

CITY OF FONTANA
COMMUNITY SERVICES DEPARTMENT

DONATION ACCEPTANCE
(For All Donations)

Name of Donor/Organization:
Adam Perez

Address:
3649 Mission Ine Ave. Fl 2nd
Riverside CA 92501

Contact Person, Title: *Phone No.*
Adam Perez

Type of Donation: (Check boxes)

[X] Monetary — *Amount $* *$1,000.00* — *Receipt No.* *1050605.002* *(Attach Copy of Receipt)*

[ ] Goods/Services — *Estimated Value $* — *Description*

Intended use of Donation:

[X] Specific → *Description:* *2025 Veterans Day Celebration*

[ ] General

[X] **Thank you/acknowledgement letter sent to Donor? (Required for ALL donations)**

[X] **Attach copy of acknowledgement letter to this form.**

[ ] **G.E.T. Online Donation Tracking Form Has Been Completed.**
(Required for ALL donations with a value greater than $500.00)

Received By: *Diana Ambriz* *Date:* 10/16/2025

[X] **Copy of this form sent to Supervisor/Manager** 10/16/2025

= = = FOR ADMINISTRATION USE ONLY = = =

City Council Agenda Date 10/28/2025

Entered in Novus by: *Date*

This form must be filled out for all donations received regardless of value amount. This donation must be approved by City Council prior to any spending or use of the donation.

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Phone: (909) 349-6900
FAX: (909) 349-6911
Email: Recreation@fontanaca.gov

Receipt #1050605.002

Nov 26, 2024 10:42 AM

ADAM PEREZ FOR ASSEMBLY 2024
ADAM PEREZ FOR ASSEMBLY 2024
3649 MISSION INN AVE FL 2ND
RIVERSIDE, CA 92501

FONTANA
Community
Services

Prepared By: csanchez
Company ID: 207

Primary phone: (909) 999-9999, Secondary phone: --

Payment Summary

Check: $1,000.00 Check # 1100

Total Received: $1,000.00 **Total Payments:** $1,000.00

Transactions

Customer	Description	Item	Unit	Qty	Fee	Charge
Adam Perez For Assembly 2024 3649 Mission Inn Ave FL 2nd Riverside, CA 92501 Primary phone: (909) 999-9999 Email: -- ID: 56787	Events General Revolving #0168.301.FA24 **Action:** Enroll Meets: From September 2, 2024 to December 31, 2024 Location: Community Services Department office	General	Per Seat	1.00	$1,000.00	$1,000.00

Total Charges $1,000.00
Total Payments $1,000.00
Balance $0

File #: 25-0629
Agenda #: AA.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Planning Department

SUBJECT:
Out-Of-Area Sewer Service Agreement (ANX No. 24-0001), between the City of Fontana and Jose Felix Garcia, for the sewer service provided by the City of Fontana to 9266 Poplar Avenue (APN: 0233-271-08), pursuant to a Statutory Exemption in accordance with CEQA Guidelines Section No 15268(b)(4).

RECOMMENDATION:
1. Find that the project is Exempt pursuant to Section No. 15268(b)(4) (Ministerial Project, Utility Connection) of the California Environmental Quality Act (CEQA) and, direct staff to file a Notice of Exemption; and,

2. Approve and authorize the City Manager to execute an Out-Of- Area Sewer Service Agreement (ANX No. 24-0001) with Jose Felix Garcia, for the provision of sewer service to an existing single-family residence located at 9266 Poplar Avenue, within the Western Sphere of influence of the City of Fontana.

COUNCIL GOALS:
- To promote economic development by aggressively pursuing annexations.

BACKGROUND:
The City's First Amended and Restated Memorandum of Understanding with the County of San Bernardino for the Western Sphere of Influence states that to the extent the city has available wastewater (sewer) treatment capacity, the city agrees to provide sewer services to and authorize a sewer connection by any landowner requesting such connection and services within the City's Western Sphere of influence area subject to landowner's compliance with the City's annexation policy, meeting of all City requirements and paying applicable sewer fees, and payment of the applicable Western Sphere development impact fees. An Out-Of-Area Sewer Service Agreement incorporating the aforementioned components will allow for the provision of sewer service for an existing single-family residence within the Western Sphere area, consistent with the City Council's annexation policy. After approval by the City Council, the application would be forwarded to the Local Agency Formation Commission (LAFCO).

As outlined in Government Code Section 56133, state law requires cities to obtain approval from the Local Agency Formation Commission (LAFCO) prior to extending a municipal service outside their corporate limits. The City of Fontana (City) is agreeing to provide a sewer connection prior to annexation of the project site and LAFCO approval is therefore necessary. Upon City Council approval of this Out-Of-Area Sewer Service Agreement, a service boundary modification request will

be submitted to San Bernardino LAFCO.

DISCUSSION:
The project involves a .16-acre parcel located at 9266 Poplar Avenue. The parcel is outside of and adjacent to Fontana's City limits and is within the City's Western Sphere of Influence area. The proposed Out-Of-Area Sewer Service Agreement would provide connection to the City's sewer system to an existing single-family residence and proposed accessory dwelling units within the Western Sphere of influence of the City of Fontana.

The parcel is located in the City's unincorporated Western Sphere of Influence area and, in keeping with the City's Annexation Policy, an Out-Of-Area Sewer Service Agreement is necessary to establish the agreed upon terms between the City and the landowner in order to provide sewer service. The Memorandum of Understanding and the City Council Policy Pertaining to Annexation are included as attachments to the Agreement. Presented below is an outline of the major terms of the agreement; a copy of the Out-Of-Area Sewer Service Agreement is attached to this report.

1. The City's Development Impact Fees, as required by the City, are outlined in Exhibit D of the Out-Of-Area Sewer Service Agreement.

2. The City hereby agrees to furnish, and Owner hereby agrees to accept, Service to the Property in accordance with the terms and conditions in the Agreement, subject to the Owner completing the Improvements in accordance with the City's municipal code, ordinances, rules, regulations, policies, procedures and orders ("Rules and Regulations").

3. The landowner agrees not to oppose any future annexation into the City.

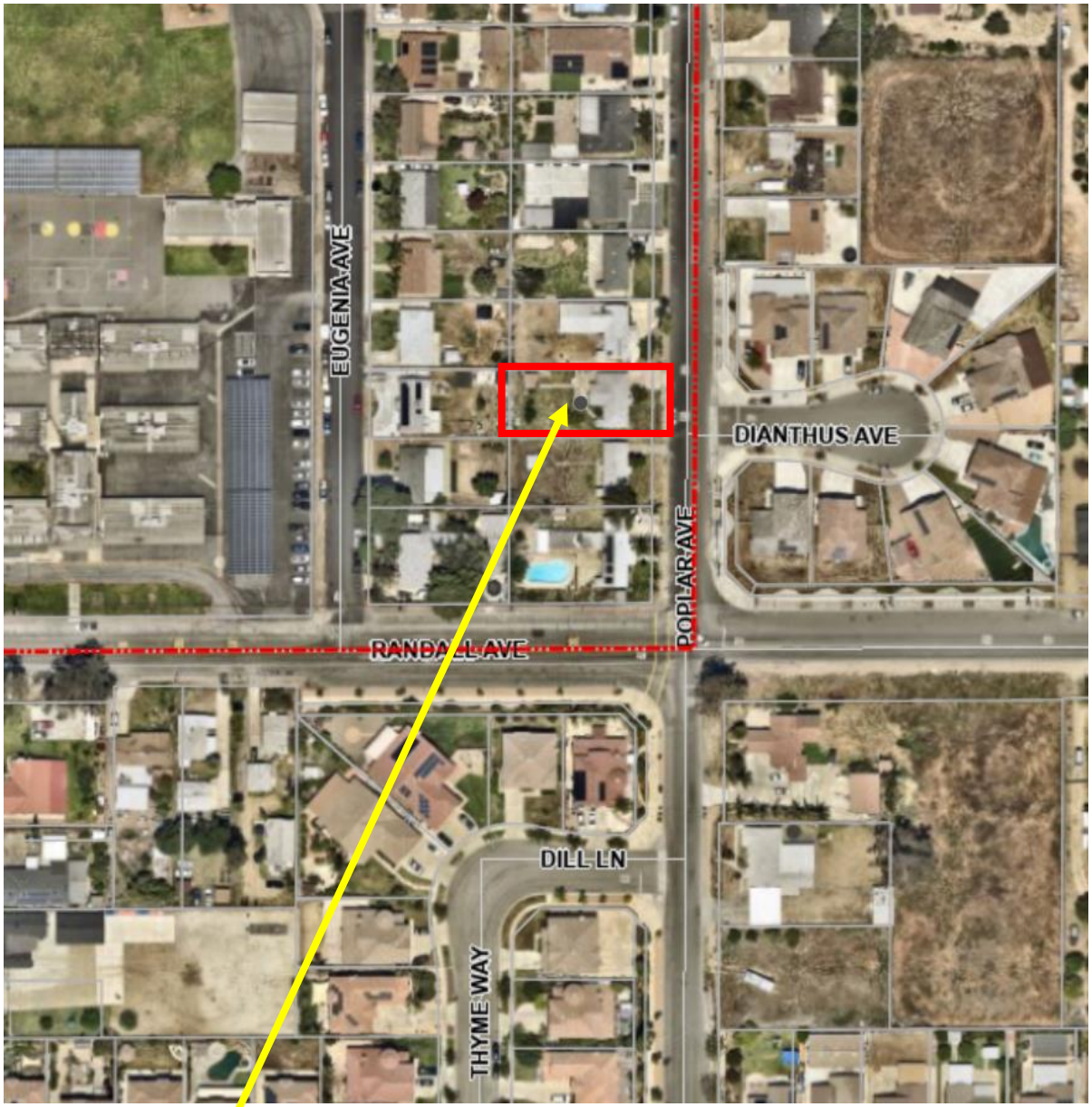
ENVIRONMENTAL IMPACT:
Staff has reviewed the proposed project and prepared the following environmental recommendation for the City Council's consideration: There will be no significant environmental impacts caused by this project, therefore, a Notice of Exemption has been prepared pursuant to Section No. 15268 (b) (4) (Ministerial Project, Utility Connection) of CEQA.

FISCAL IMPACT:
This project will not have any direct negative fiscal impact.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
1. Vicinity Map
2. Out-Of-Area Sewer Service Agreement
3. Notice of Exemption

CITY OF FONTANA PLANNING DEPARTMENT



VICINITY MAP

DATE: October 28, 2025

CASE: Master Case No. 24-0004
Annexation No. 24-0001

Attachment No. 2

RECORDING REQUESTED BY:

Order No:

WHEN RECORDED MAIL DOCUMENT TO:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn.: City Clerk

Space Above This Line for Recorder's Use Only
Exempt from Recording Fees Pursuant
to Gov. Code §§ 27383, 6103

OUT-OF-AREA SEWER SERVICE AGREEMENT

BETWEEN

THE CITY OF FONTANA,
a California municipal corporation

and

Jose Felix Garcia and Lucila Garcia

Date effective upon authorization of Local Agency Formation Commission (LAFCO) for reference purposes

OUT-OF-AREA SEWER SERVICE AGREEMENT

This Out-of-Area Sewer Service Agreement (also referred to as "Irrevocable Agreement to Annex") (this "**Agreement**") is entered into by and between the City of Fontana, a California municipal corporation ("**City**") and **Jose F. Garcia and Lucila Garcia**, an individual ("**Owner**"). City and Owner may be individually referred to herein as a "**Party.**"

RECITALS

A. The Owner is fee title holder of one (1) parcel in the County of San Bernardino, State of California ("**County**") with Assessor's Parcel Number 0233-271-08-0000 (the "**Property**"). The Property is located outside the City's boundaries but within the City's sphere of influence, and is more particularly described in Exhibit A, attached hereto and incorporated herein.

B. The Property currently includes one residential structure of approximately 1,028 square feet in size ("**Existing Development**"). The sewage disposal needs of the Existing Development are presently served by a septic tank system.

C. The County of San Bernardino is requiring that the Existing Development and the connect to a public sewer system to receive sewer service ("**Service**").

D. The Owner has requested to connect to the City's sewer system and receive service for the Existing Development pursuant to subsection (b) of Section No. 56133 of the California Government Code and the policies and procedures of the County of San Bernardino's Local Agency Formation Commission ("**SBLAFCO**").

E. Pursuant to the "First Amended and Restated Memorandum of Understanding" between the City and the County to provide Service to the Existing Development, the Owner must: 1) comply with the City's annexation policy, 2) meet all City requirements and pay applicable services fees imposed by the City pursuant to the Fontana Municipal Code and other such policies and regulations in connection with sewer services and 3) pay the required **Development Impact Fees ("DIF")** to the City.

F. The City's annexation policy, attached hereto as Exhibit B and incorporated herein, requires existing landowners to enter into an "Irrevocable Agreement to Annex for Sewer Service" also referred to as "Out-of-Area Service Agreement," with the City before providing sewer services to the respective landowner's property.

G. The DIF associated with this Service is attached hereto as Exhibit C and incorporated herein.

H. The Owner shall, at the Owner's sole cost and expense, and subject to the City's ordinances, rules, regulations, policies, procedures, and orders, shall install one or more private laterals and any necessary appurtenances (collectively, "**Private Improvements**"), as well as any public improvements or appurtenances (generally, "**City Facilities**") which the City deems necessary to provide Service to the Property. The City Facilities and Private Improvements shall collectively be known as the "**Improvements**" for purposes of this Agreement.

I. If the Owner and the City wish to set forth the circumstances and terms and conditions under which the City will provide Service to the Property.

J. Pursuant to California Government Code Section No. 56133, new or extended sewer service agreements must be approved by SBLAFCO. SBLAFCO may authorize a city to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

K. Following execution by the Parties, the City will submit this Agreement to SBLAFCO for approval.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants as well as for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. PROVISION OF SERVICES

1.1. City Provision of Service. The City hereby agrees to furnish, and Owner hereby agrees to accept, Service to the Property in accordance with the terms and conditions in this Agreement, subject to the Owner completing the Improvements in accordance with the City's municipal code, ordinances, rules, regulations, policies, procedures, and orders ("**Rules and Regulations**").

1.2. Construction, Ownership, and Responsibility for Private Improvements. The Owner shall install and connect the Private Improvements in accordance with all applicable federal, state, and local statutes and regulations, and all of the terms and conditions of this Agreement, including, but not limited to, review and approval of the planning materials for the Private Improvements, obtaining all inspections, City or County permits, or other authorizations required to install and connect the Private Improvements. The Owner shall specifically agree that ownership and maintenance of the Private Improvements shall be and remain Owner's responsibility.

1.3. Service Strictly Limited to Existing Development and Proposed Development. The Parties agree that City's Service under this Agreement is exclusively limited to sewer service to the Existing Development as described in the Recitals. The Owner understands and agrees that no additional construction, development, or subdivision of the Property shall receive sewer service from the City under this Agreement. Any sewer service to structures or facilities on the Property other than the

Existing Development shall require SBLAFCO review and approval prior to the addition/extension of any such services. Further, the Owner understands and agrees that, in the event of any material change to the nature of the Existing Development, or increase in size thereof, this Agreement must be amended by the Parties, and such amendment shall be subject to review and approval by SBLAFCO.

2. PAYMENT FOR CONNECTION AND SERVICES

The Owner hereby agrees to and shall timely pay to the City all monthly or yearly charges for the Service, a sewer connection fee as illustrated in Exhibit D, and incorporated herein, facilities expansion fee as illustrated in Exhibit D, plan check fee, inspection fee, capacity charge, and any other applicable one-time or recurring fees and charges in effect and paid by the owners of similarly situated real property at the rate(s) established therefor by the City (subject to any adjustments provided for by the City from time to time), including any applicable penalties or interest lawfully imposed by the City ("**Fees and Charges**"). The City reserves the right to collect the Fees and Charges (or any delinquencies thereof) in any lawful manner, including, but not limited to, having them collected on the property tax bill for the Property.

3. CONDITIONS AND COVENANTS

3.1. Conditions Prior to Services. Prior to and as a condition of providing Service to the Property, the Owner shall complete the installation of City Facilities, which shall be subject to acceptance by the City under its Rules and Regulations.

3.2. Compliance with Applicable Law. The Owner shall comply with all applicable laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of California, the County of San Bernardino, the City, or any other political subdivision with jurisdiction over the Property, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the City, Owner, or the Property, including all applicable federal, state, and local occupation, safety and health laws, rules, regulations and standards, applicable state and labor standards, zoning and development standards, City or County permits and approvals, building, plumbing, mechanical, and electrical codes, as they apply to work undertaken pursuant to this Agreement, and all other provisions of the City and its Rules and Regulations. Without limiting the generality or applicability of the foregoing, the Owner shall not discharge into the Improvements any waste oil, acid, storm water, ground water, or any other matter detrimental to the City's sewer system or treatment processes and shall otherwise comply with City requirements related thereto. Further, if the Owner makes or allows any such non-permitted discharge, the City may perform repairs, mitigation, or maintenance work at the expense of the Owner, who agrees to pay for such repair, mitigation, or maintenance work.

3.3. Failure to Construct City Facilities and Connect. The Owner understands and agrees that this Agreement and the City's obligations, duties, and responsibilities hereunder shall be null and void and of no further force or effect in the event that the Owner fails, neglects, or refuses to construct the City Facilities to the satisfaction of the City Engineer and actually connect the Private Improvements to the City Facilities.

3.4. Submission of Plans; Notification of Construction and Connection. Before the Owner submits any plans for the aforementioned Private Improvements to the County for approval, the Owner shall submit such plans to the City of Fontana's Engineer Department. The City of Fontana's Engineer Department will review and reasonably approve or deny the Owner's plans for Private Improvements within 15 days of receipt. The Owner shall provide at least 48-hours written notice to the City prior to commencing any construction activity and prior to making connection to the City's sewer system.

3.5. Indemnification.

3.5.1. Indemnification of City. The Owner agrees and covenants to indemnify, defend, and hold the City and its officers, employees, contractors, and agents ("**Indemnitees**") harmless from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) (collectively, "**Claims**") arising from or as a result of the Owner's failure to comply with any provision of this Agreement, or by any act or omission of the Owner, or the Owner's officers, employees, contractors, and agents arising out of or in connection with this Agreement or the design, construction or installation of the Improvements. In case the City shall, without fault, be made a party to any litigation that is commenced by or against the Owner or any other person, or if the City shall, in its sole and reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, including, without limitation, the incurring of costs, expenses, and attorneys' fees, then the Owner shall protect and hold the City harmless by attorneys satisfactory to the City and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the City in connection with such litigation.

3.5.2. City's Right to Engage Attorneys. The City shall have the right to engage its own attorneys in connection with any of the provisions of this section or any other provision of this Agreement, including, without limitation, any defense of the City or intervention by the City, notwithstanding any contrary provisions of the laws or court decisions of the state.

3.5.3. Survival. The Owner's obligations under this Section No. 3.5 (Indemnification) shall survive the expiration or termination of this Agreement.

3.6. Further Construction and Dedication Requirements. The City and the Owner anticipate that they may enter into a Facilities Agreement or other separate agreement(s) regarding the construction of the City Facilities. Any such agreement shall not limit or abrogate the City's or the Owner's obligations under this Agreement.

3.7. Annexation Of Property. The Owner covenants and agrees not to oppose any future attempts by City to annex the Property into the City of Fontana.

4. NO EFFECT ON ANNEXATION OR PROVISION OF OTHER SERVICES

Notwithstanding any other provision of this Agreement, the City does not waive any rights with regard to future annexation of the Property to the City or commit itself to any future decisions or actions related thereto. Further, the City shall have no obligation to provide any other service to the Property except as expressly set forth in this Agreement.

5. DEPOSIT FOR CITY PROCESSING COSTS

The Owner will submit one thousand five-hundred and thirty-two dollars ($1,532) to City as an initial deposit to cover City costs and expenses related to the processing and approval of this Agreement ("Initial Deposit"). Payment of the Initial Deposit shall be made prior to or concurrently with the execution of this Agreement. The City shall use the Owner's deposited funds toward City staff or consultant expenses, attorney review costs, SBLAFCO fees, and other direct expenses the City incurs related to the processing or approval of this Agreement. The Owner will deposit additional funds with the City, as necessary, to maintain sufficient funds to cover the City's costs as outlined in this section. The Owner will deposit additional funds within 15 days of written notice to Owner by the City. If applicable after the Effective Date, any balance of deposited funds remaining will be refunded to the Owner. The Owner will pay any outstanding balance due as of the Effective Date within 10 days of notification of said balance due.

The Owner acknowledges and agrees that the deposit described in this section is not intended to cover fees or costs described in Section No. 2 of this Agreement, and such amounts shall be separately due and payable to the City of Fontana as provided under Section No. 2 and the City's Rules and Regulations.

6. SBLAFCO APPROVAL; EFFECTIVE DATE; TERM

Because this Agreement is an out-of-area service agreement, California Government Code Section No. 56133 requires that Agreement be submitted for approval by SBLAFCO. The effective date of this Agreement is the date on which SBLAFCO approves this Agreement ("**Effective Date**"). The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect unless terminated: (i) by the City; (ii) by annexation of the Property into the City (after which time the Property will receive Service in the same manner as other properties situated within the boundaries of the City and subject to the City's Rules and Regulations), or (iii) as otherwise specified herein.

7. DEFAULT; REMEDIES.

The Owner shall be in default under this Agreement if the Owner fails to comply with any obligation hereunder, has been given a written notice specifying the failure, and: (a) with respect to a default involving the payment of money, fails to cure it within the period of ten (10) days, or (b) with respect to any other type of default, (i) fails to cure it within the period of thirty (30) days, or (ii) commences to cure the default within such period of time, and if the default cannot be cured within the time specified above in (i), thereafter does not diligently proceed to complete the curing of the default. In addition to any other available rights in law or equity, in the event the Owner defaults under this Agreement, the City shall have the right to seek damages, immediately terminate this Agreement (including the right thereafter to plug or disconnect the Private Improvements from the City's sewer system), or enjoin such violation or threatened violation in a court of competent jurisdiction.

8. RECORDATION

This Agreement shall be recorded in the Official Records of the County of San Bernardino,

State of California within fifteen days of receipt of SCLAFCO's approval of this Agreement. This Agreement shall be recorded at the Owner's sole cost.

9. MISCELLANEOUS PROVISIONS

9.1. Recitals. The above Recitals are true and correct and fully incorporated in this Agreement.

9.2. Scope of Agreement. Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by the City to provide Service or any other type of City service in the future to any unincorporated territory on the terms and conditions contained herein or on any terms and conditions whatsoever.

9.3. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder. This Agreement does not create any third-party beneficiary rights.

9.4. Binding Effect; Assignment. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the parties to the Agreement, which consent may not be unreasonably withheld.

9.5. Covenants Running with the Land. All of the benefits and obligations described herein, including any and all covenants, conditions, and restrictions set forth in this Agreement shall be binding on the Parties and their heirs, successors, grantees, transferees, and permissible assigns and shall run with the land comprising the Property.

9.6. Performance. Whenever performance is required of any party hereunder, that party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, or damage to work in progress by reason of fire or other casualty or cause beyond the reasonable control of a party (acts by the performing party causing the situation to be beyond reasonable control excepted), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

9.7. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or circumstance, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

9.8. Notice.

9.8.1. Form of Notice. Any notice to any party shall be in writing and given by delivering the same to such party in person or by sending the same by certified mail, return receipt requested, with postage prepaid to the party's mailing address.

The respective mailing addresses of the parties thereto are, until changed as hereinafter provided, the following:

To the City:	City of Fontana 8353 Sierra Avenue Fontana, CA 92335 Attn: Jon Dille, Associate Planner
To Owner:	Jose Felix Garcia and Lucila Garcia 1096 North Lancewood Avenue Rialto, CA 92376

9.8.2. Change of Address. Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided herein at least ten days prior to the date such change is effective.

9.8.3. Effective Date of Notice. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed, on the delivery date shown on the return receipt.

9.9. Entire Agreement. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral or written representations or written agreements which may have been entered into between the parties. This Agreement may be cancelled, changed, modified, or amended in whole or in part only by a written and recorded instrument executed by the Parties (or their respective successors and assigns).

9.10. Time is of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

9.11. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of San Bernardino, California.

9.12. Section Headings. All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

9.13. Attorney Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment, or levy) shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys', experts', and consultants' fees and costs.

9.14. Non-Waiver. No waiver by any Party of any default in performance on the part of the another Party, or of any breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

9.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which counterparts shall, for all purposes, be deemed an original and all of which counterparts, when taken together, shall constitute one and the same instrument.

SIGNATURES AND APPROVAL ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, this Out-of-Area Sewer Service Agreement has been executed and delivered by City and Owner as of a date effective upon authorization of the Local Agency Formation Commission (LAFCO).

CITY

CITY OF FONTANA, a California municipal corporation

By: _____
Matthew C. Ballantyne, City Manager

Date: _____

Attest:

By: _____
Germaine Key, City Clerk

OWNER

Date: 12-17-24

By: J Felix Garcia
Jose Felix Garcia, Owner

Date: 12-17-24

By: _____
Lucila Garcia, Owner

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On December 17, 2024 before me, Juan Pablo Reynoso Bautista, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

JUAN PABLO REYNOSO-BAUTISTA
COMM. #2495406
Notary Public - California
San Bernardino County
My Comm. Expires July 26, 2028

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On December 17, 2024 before me, Juan Pablo Reynoso Bautista, Notary
(insert name and title of the officer)

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

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

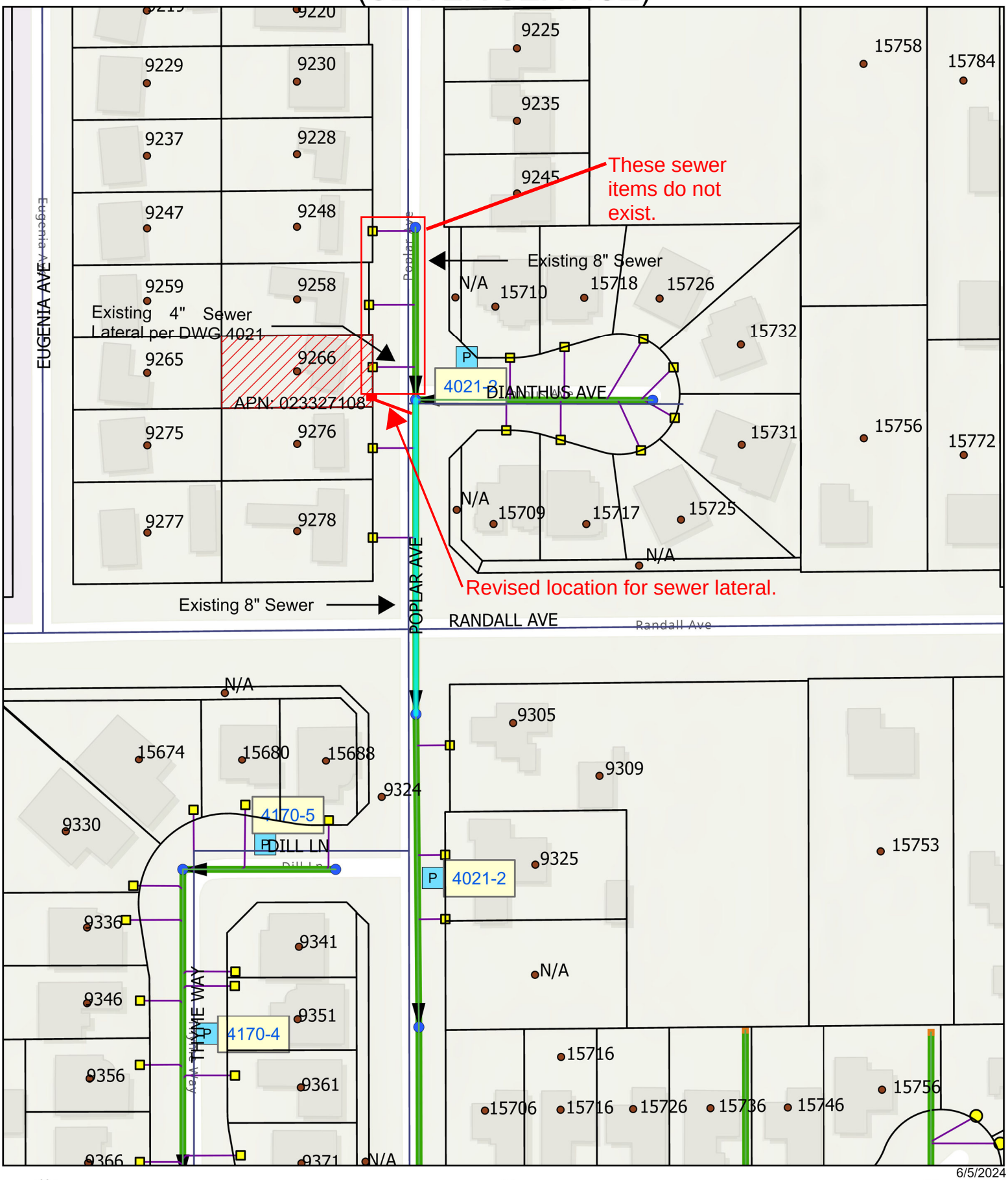
WITNESS my hand and official seal.

Signature _____ (Seal)

JUAN PABLO REYNOSO-BAUTISTA
COMM. #2495406
Notary Public - California
San Bernardino County
My Comm. Expires July 26, 2028

EXHIBIT A

9266 Poplar Street (SEWER SERVICE)



0 0.01 0.02 Miles

N W E S

6/5/2024
City of Fontana

This information provided "as is" without warranty

EXHIBIT B

FIRST AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FONTANA
AND
COUNTY OF SAN BERNARDINO

AMENDED AS OF OCTOBER 9 , 2012

WESTERN SPHERE OF INFLUENCE

CITY OF FONTANA / COUNTY OF SAN BERNARDINO

FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (Western Sphere of Influence)

This First Amended and Restated Memorandum of Understanding (Western Sphere of Influence) ("Agreement") is entered into between (1) the City of Fontana, a California general law city and municipal corporation ("City") and, (2) the County of San Bernardino, a political subdivision of the State of California ("County"). This Agreement is reference dated as of October 9, 2012, and supersedes that certain Memorandum of Understanding (Western Sphere of Influence) dated August 26, 2008 (the "2008 MOU"). This Agreement will not become effective until the occurrence of the "Effective Date" defined below. If the Effective Date does not occur on or before December 31, 2012, then this Agreement may not thereafter become effective and any prior approvals and/or signatures of the Parties shall be deemed, automatically and without need of further act or instrument by either Party, rescinded and void ab initio. The City and the County are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties".

This Agreement will become effective on the date ("Effective Date") on which it has been approved by both the City Council on behalf of the City and the Board of Supervisors on behalf of the County and fully executed counterpart originals have been exchanged between the Parties. The term ("Term") of this Agreement shall commence on the Effective Date and shall automatically end upon the City's annexation of the entire Western Sphere (as defined in Recital A, below), or either Party's election to terminate this Agreement, which election may be made at any time and for any reason (or for no reason), notice of which shall be given as provided by Section 6.

RECITALS

A. Immediately adjacent to the westerly border of the City is an unincorporated area of land located within the County and designated by the San Bernardino County Local Agency Formation Commission ("LAFCO") as the City's Western Sphere of Influence ("Western Sphere"). The Western Sphere is approximately 8.5 square miles in size. A map depicting the boundaries of the Western Sphere is attached as Exhibit "A".

B. The City provides sanitary sewer services within portions of the Western Sphere. The City owns and maintains the pipes and other transmission infrastructure needed to provide such service, whereas the Inland Empire Utilities Agency ("IEUA") provides wastewater treatment services within portions of the Western Sphere through a series of agreements with the City. The City's current annexation policy is to require any landowner or developer within the Western Sphere who desires to connect to the City's sanitary sewer system to either sign an irrevocable agreement to annex to the City or to complete a pre-annexation agreement. By this Agreement, the City and County have agreed on certain practices and procedures that they intend will facilitate economic development within the Western Sphere.

C. The City and the County acknowledge that the Western Sphere, or some portion of it, may be annexed into the City at some future date. The County further acknowledges that the City's intent in entering into this Agreement includes ensuring that development within the Western Sphere which occurs prior to such annexation be accomplished in a manner that as closely as possible reflects the City's practices and requirements as established in the City's Development Code as it exists from time to time throughout the Term of this Agreement.

D. The Parties recognize that development within the Western Sphere will be enhanced and facilitated by the investment of public funds into the public infrastructure needed to support such development. The chief sources of public funds for such public infrastructure are those fees and charges imposed and collected from developers within the Western Sphere as a condition to the obtaining of building permits and other entitlements for such development. County has a limited program for the collection of such fees. The City, in connection with the pre-annexation agreements described in Recital "B" above, requires developers within the Western Sphere to pay to the City certain of those development impact fees that would otherwise be assessed against such development if it were located within the City's jurisdictional boundaries. As to the Western Sphere, these development impact fees will consist solely of sewer connection and expansion fees, a storm drainage facilities fee, a fire facilities fee, and a park development fee (for residential properties only) (collectively, the "Western Sphere Development Impact Fees" or "Western Sphere DIF"). The Western Sphere DIF shall be charged at the same rates which City charges for similar development projects within the City's incorporated boundaries, as such rates may be amended from time to time. To facilitate the economic development and revitalization of the Western Sphere, the City and the County have agreed that the Western Sphere DIF and the corresponding impact fees collected by the County from projects being developed within the Western Sphere shall be invested into public infrastructure projects located within the Western Sphere as more particularly described in this Agreement.

AGREEMENT

Section 1. Incorporation of Recitals. The Parties each acknowledge the accuracy of the factual matters set forth in the Recitals and further acknowledge that such facts form the material basis for their entry into this Agreement.

Section 2. County's Obligation to Consult re Development Entitlements and Development Code and Development Standard Changes. The City has reviewed the County's current Development Code and other regulations concerning development within the Western Sphere (collectively, the "County Standards"). Although not identical to City standards, the City is nonetheless satisfied that development which takes place in accordance with the County Standards will be of sufficient quality and character so as to be compatible with the development in the adjoining portion of the City. Accordingly, and in order to foster the continued development of the Western Sphere consistent with the above objective, the County agrees as follows:

2.1. The County shall submit to the City full and complete copies of any and all development or other entitlement permits or applications for development entitlements occurring within the Western Sphere. Such information shall be provided to the City

no less than thirty (30) days prior to the administrative or County Planning Commission hearing at which the development application or other entitlement is to be considered. The City shall promptly review the application and, within twenty (20) days following its receipt from the County, the City will provide written comments to the County for its consideration. The County agrees to reasonably consider the City's comments and, to the extent not in conflict with the County Standards, to incorporate such City-recommended changes as either modifications to or conditions of approval of such entitlement.

2.2. The County shall provide to the City no less than thirty (30) days prior notice of any proposed changes to any of the County Standards, including General Plan amendments and Zoning and Development Code amendments. The County shall review and reasonably respond to any suggested changes and County staff shall incorporate such City-recommended changes for consideration by the County Planning Commission or Board of Supervisors, as applicable.

2.3. The requirements of the foregoing Sections 2.1 and 2.2 shall not operate to modify, waive or abridge any County obligation arising under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") to provide the City with environmental notice and opportunity to comment as prescribed by CEQA.

2.4. The County shall review and consider a proposed change to the County Standards to make the County Standards consistent with the City's Automatic Fire Sprinkler Systems standards as set forth in City Code Sections 11-26 thru 11-31.

Section 3. City Provision of Sewer Service. To the extent the City/IEUA has available wastewater (sewer) treatment capacity, the City agrees to provide sewer service to and authorize a sewer connection by any landowner requesting such connection and service within the Western Sphere provided that: (1) such landowner complies with the City's annexation policy, as it may be amended from time to time (a current copy of which is attached as Exhibit "B"); (2) the landowner meets all other City requirements and pays the applicable sewer service fees which are imposed by the City pursuant to the City's Municipal Code and other policies and regulations, as they may be amended from time-to-time, in connection with such sewer service; and (3) the landowner pays to the City the Western Sphere DIF which would be applicable to the development if it were to occur in the City at the time a sewer connection permit is issued. Provided, however, that the City shall not require the payment of any development impact fee which is imposed by the County to fund the same infrastructure as being funded by the City impact fee, City agrees that this Agreement will accomplish, in major part, what annexation would provide for the Western Sphere. Therefore, notwithstanding the requirement for a landowner to comply with the City's annexation policy or LAFCO's requirements, or both, the City agrees it will not file a formal application with the Local Agency Formation Commission seeking to annex any part of the Western Sphere as long as this Agreement is in effect, unless the annexation application is otherwise agreed upon by the City and the County.

Section 4. Use of Development Impact Fees Within Western Sphere. Each year as part of their preparation and approval of their respective Capital Improvement Plans described by Government Code Section 66002, the City and the County shall each use reasonable good faith efforts to include capital improvement/public infrastructure projects within

the Western Sphere which will be funded by the Western Sphere DIF (as to the City) and those development impact fees received by the County from development occurring within the Western Sphere. Without limiting the legislative discretion granted to either the City Council or the Board of Supervisors, the Parties agree that, to the extent possible, the following projects shall be given priority in the allocation of Western Sphere DIF and those development impact fees received by the County from development occurring within the Western Sphere:

4.1 Sewer Facilities
4.2 Storm Drainage Facilities
4.3 Park Development: a central park
4.4 Fire Facilities

The above list is intended by the Parties to be precatory only and shall not be a binding commitment to fund. The County's Second District Supervisor and City's Mayor are authorized to meet and attempt to resolve any disputes regarding the priority of projects to be funded and/or add new projects, subject to the consent and ratification of the City Council and Board of Supervisors. Actual funding of such projects shall require separate agreements for each specific project, as approved by both the City Council and Board of Supervisors.

Section 5. Sales Tax Allocations. Sharing of Sales Tax under the 2008 MOU is hereby terminated. In lieu of the ongoing Sales Tax allocation by the County under the 2008 MOU, the County's remaining obligation under Section 5 shall be fulfilled in its entirety by the following actions:

5.1 Five Million Five Hundred Sixty Seven Thousand Eight Hundred and Sixty Seven Dollars and 39/100 ($5,567,867.39) currently set aside in the County Fire CIP accounts to fund construction of Fire Station 80 shall be paid by the County to the Fontana Fire Protection District within ten (10) days following the Effective Date of this Agreement, for use in the acquisition of land and construction of a fire station to serve the Western Sphere area, tentatively located near the intersection of Foothill Boulevard and Banana Avenue; and

5.2 County shall, within ten (10) days following the Effective Date of this Agreement, pay to the City Four Million Five Hundred Thousand Dollars ($4,500,000.00) to fund the improvement of a flood control/water quality control basin by the City.

Section 6. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose.

City	County
City of Fontana	County of San Bernardino
8353 Sierra Avenue	385 North Arrowhead Avenue
Fontana, CA 92335	San Bernardino, CA 92415
Attention: City Manager	Attention: County Administrative Officer

Section 7. Integration/Modifications. This Agreement contains the entire understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all prior writings and oral discussions concerning the same. This Agreement may not be amended except by a writing duly signed and duly approved by the City and County. This Agreement is not intended to and shall not accrue to the benefit of any person or entity other than the City and the County.

Section 8. Governing Law. This Agreement shall be governed by the procedural and substantive laws of the State of California.

Section 9. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 10. Counterpart Originals. This Agreement may be executed by the Parties in counterparts, all of which together shall constitute a single Agreement.

Section 11. Attorney's Fees. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, shall bear its own costs and attorneys' fees.

Section 12. Authority to Enter into Agreement. City and County both warrant that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind both respective Parties to this Agreement.

[Signatures on following pages]

SIGNATURE PAGE
TO
FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Western Sphere of Influence)

COUNTY:

COUNTY OF SAN BERNARDINO

By: _____
Josie Gonzales, Chair
Board of Supervisors

Dated: OCT 23 2012

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

LAURA H. WELCH
Clerk of the Board of Supervisors

By: _____
Deputy

Dated: OCT 23 2012

APPROVED AS TO LEGAL FORM:

JEAN-RENE BASLE
County Counsel

By: _____

Dated: 10-22-12

CITY:

CITY OF FONTANA, a California general law city and municipal corporation

By: _____
Kenneth R. Hunt
City Manager

Dated: 10/11/12

ATTEST:

By: _____
City Clerk

Dated: 10/11/12

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
Jeff Ballinger, City Attorney

Dated: 10/16/2012

16498.00000\7568621.3

EXHIBIT A
TO
FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

WESTERN SPHERE AREA MAP
(See following page)

Western Sphere of Influence

CITY OF FONTANA

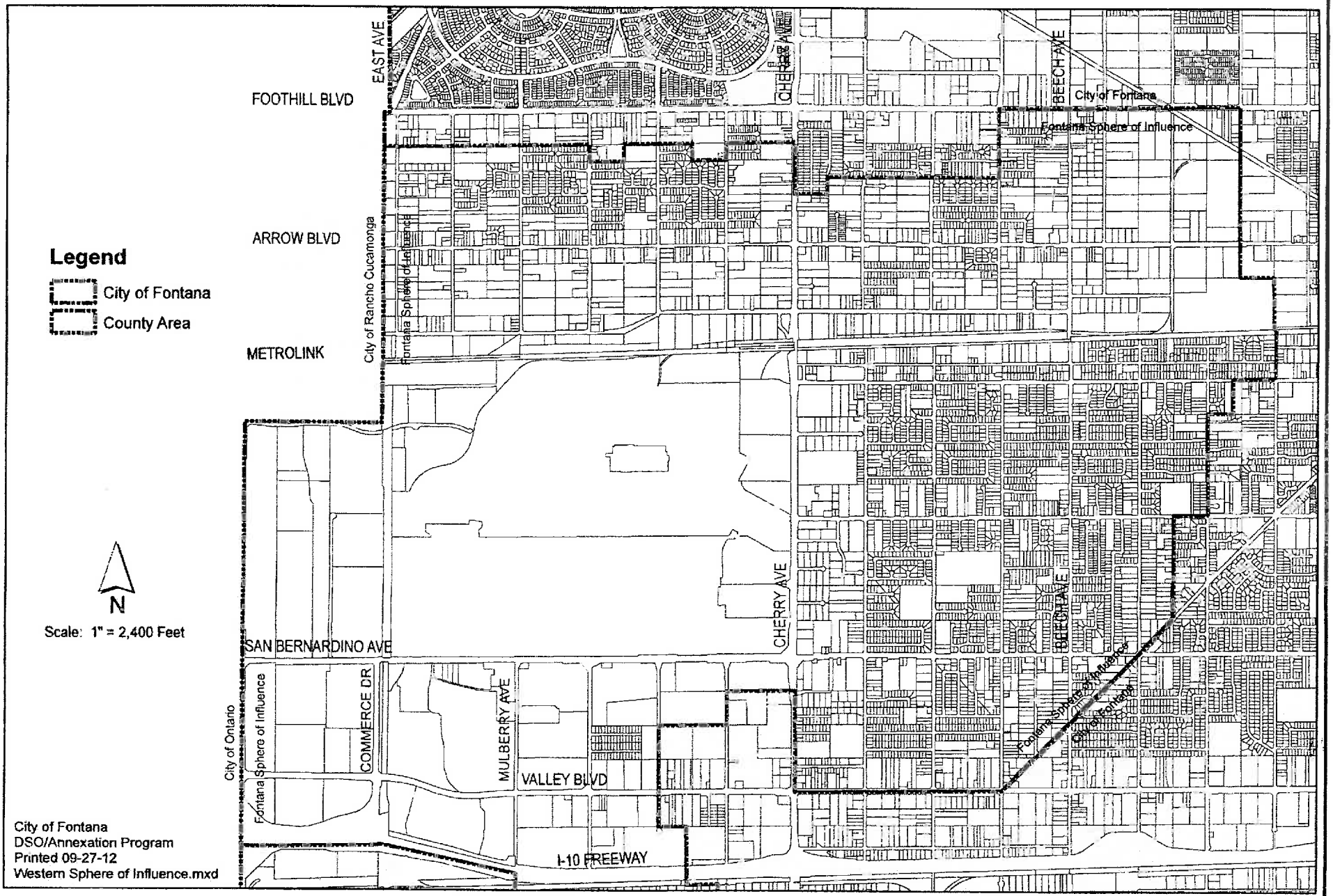


EXHIBIT C

RESOLUTION NO. 2008-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA AMENDING THE CITY OF FONTANA'S POLICY PERTAINING TO ANNEXATION.

WHEREAS, the City Council of the City of Fontana ("City") has approved a policy pertaining to annexation as noted in Chapter 3 (Land Use Element) of the General Plan;

WHEREAS, the City has determined that in order to promote the City Council's economic and General Plan goals and objectives, amending the City's policy on annexation is an important benefit for the City's economic development;

NOW THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Fontana as follows:

Section 1. Annexations shall be pursued that promote Community balance, quality development, and improvement of the City's economic base as follows:

Annexations may be initiated by the City Council (adopted resolution) or by property owners or registered voters (written petition);

A Plan for Services shall be prepared for all annexations and submitted to the City Council for review and consideration;

A fiscal impact analysis shall be conducted for all annexation areas;

All City and Local Agency Formation Commission (LAFCO) filing fees for annexation must be paid by the applicant.

Section 2. Irrevocable Agreements to Annex for Sewer Service—Existing Development (Contiguous and Non-Contiguous Areas)

An Irrevocable Agreement to Annex is an agreement between the landowner and the City for only sewer service. This agreement outlines that the City shall provide sewer service outside its corporate limits and the landowner agrees not to oppose a future attempt by the City to annex the area. Upon approval by LAFCO, the agreement shall be recorded with the County Recorder's office. Upon recordation, the agreement shall be considered a covenant on the land.

Irrevocable Agreements to Annex may be utilized when sewer service is extended outside the City's corporate limits to an existing residence or an existing commercial/industrial establishment that is experiencing a failing septic system.

OFFICIAL CERTIFIED COPY
TRUE AND CORRECT
CHIEF DEPUTY CLERK
CITY OF FONTANA

Section 3. Irrevocable Agreements to Annex for Sewer Service—New Development (Non-Contiguous Areas)

Irrevocable Agreements to Annex for sewer service may be utilized for new developments for areas that are not contiguous to the City's limits.

Irrevocable Agreements to Annex in the Western Sphere of Influence will be subject to the terms of the adopted Memorandum of Understanding (MOU) between the City and County of San Bernardino (copy attached).

Section 4. Preannexation Agreements—New Development (Contiguous and Non-Contiguous Areas)

A Preannexation Agreement may be utilized for new developments for areas that are contiguous or not contiguous to the City's limits. An applicant may wish to consider a preannexation agreement to outline land use designations, development standards, conditional use permits approved by the County of San Bernardino, donation of right-of-way easements, sewer service, and other requirements as necessary.

Annexation may be deferred by use of a Preannexation Agreement if the following condition is met:

Preannexation Agreements in the Western Sphere of Influence will be subject to the terms of the adopted MOU between the City and County (copy attached).

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 9th day of December, 2008.

READ AND APPROVED AS TO LEGAL FORM:

/s/ Clark Alsop
City Attorney

Resolution No. 2008-142

I, Tonia Lewis, City Clerk of the City of Fontana, California, 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 thereof, held on the 9th day of December, 2008 by the following vote to wit:

AYES: Mayor Nuaimi, Council Members Roberts, Rutherford, Scialdone, Warren
NOES: None
ABSENT: None

/s/ Tonia Lewis
City Clerk of the City of Fontana

/s/ Mark Nuaimi
Mayor of the City of Fontana

ATTEST:

/s/ Tonia Lewis
City Clerk of the City of Fontana

EXHIBIT D

Pre-Annexation Agreement

Estimated

Development Impact Fees

Sewer Connection Charges/LAFCO Fee

Impact Fees	**Fee**	**Multiplier**	**Fee Amount**
[1]Fire Facilities	$431.00 - SFD	0.5	$215.50
Engineering Fees			
[1]Park Development	$7,733 - SFD	0.5	$3,866.50
[1]Storm Drain Fee (Fontana East)	$16,550.00	0.5	$8,275.00
Sewer Deposit	$60.24	4 month deposit	$240.96
City Sewer Connection Master Fee	$1,023.00 per EDU	1 EDU's[3]	$1,023.00
City Sewer Connection Permit	$25.00	1	$25.00
[2]Sanitary Sewage Facilities Expansion Fee (Inland Empire Utilities Agency)	$8,620 Per EDU Effective 7/1/24	1 EDU's[3]	$8,620.00
[4]LAFCO Fee	$650.00	1	$650.00
Total			$22,916.96

[1] Fees listed are reduced by 50% pursuant to City of Fontana In-fill Ordinance No. 1748 adopted on September 13, 2016. (If applicable)

[2] Indicates a pass-through fee collected for other agencies.

[3] Equivalent Dwelling Units (EDU's) have been estimated for the project and will be adjusted at time of plan check for the "Sewer Connection" permit.

[4] Subject to LAFCO's adopted fee resolution.

All Fees shall be due and payable prior to issuance of the "Sewer Construction" permit issued by the Engineering Department and the "Sewer Connection" permit issued by the Building & Safety Division. Additional fees will apply for the permit issuance and inspection. The estimated fee will be collected at the actual rate when the construction permit is issued.

NOTICE OF EXEMPTION

TO: ☐	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 24-0004 and Annexation No. 24-0001.**
2. Project Applicant (include address, telephone number and email address):	**City of Fontana** **Salvador Quintanilla** **Senior Planner** **squintanilla@fontanaca.gov** **(909) 350-6656** **Planning Department** **8353 Sierra Avenue** **Fontana, CA 92336**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**The Project site is located at 9266 Poplar Avenue (APN: 0233-271-08).**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is for establishment of an Out-Of-Area Sewer Service Agreement to provide sewer service to an existing single-family residence that is outside of Fontana's city limits and inside of Fontana's unincorporated sphere of influence.**
6. Name of Public Agency approving project:	City of Fontana
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public	**City of Fontana** **Salvador Quintanilla** **Senior Planner** **squintanilla@fontanaca.gov**

Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**(909) 350-6656** **Planning Department** **8353 Sierra Avenue** **Fontana, CA 92336**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268(b)(4))
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☐ Categorical Exemption. State type and section number:	
(f) ☒ Statutory Exemption. State Code section number:	Exempt pursuant to Section No. 15268(b)(4) (Ministerial Project, Utility Connection)
(g) ☐ Other. Explanation:	
9. Reason why project was exempt:	**The project is for a utility connection, which is exempt pursuant to Section No. 15268 (b)(4) of the California Environmental Quality Act (CEQA).**

10. Lead Agency Contact Person: Telephone:	Salvador Quintanilla, Senior Planner 909-350-6656
11. If filed by applicant: Attach Certificate of Determination (Form “B”) before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☒ No ☐ If yes, the date of the public hearing was: October 28, 2025	

Date: October 28, 2025

_____

Signature

Name: DiTanyon Johnson

Title: Planning Manager

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0631
Agenda #: AB.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Administrative Services

SUBJECT:
Second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana.

RECOMMENDATION:
Approve second amendment to the letter of agreement between the Fontana Historical Society and the City of Fontana.

COUNCIL GOALS:

- Increase citizen involvement by promoting healthy lifestyle opportunities to residents of all ages.
- Concentrate on Inter-governmental relations by working cooperatively with neighboring jurisdictions.

DISCUSSION:
The City of Fontana entered into an agreement with the Fontana Historical Society to subsidize costs associated with operating the organization. In 2015, the costs associated with Fontana Historical Society operations was $2000 annually. An amendment was agreed to in 2020 due to increased costs. That first amendment increased the subsidy to $3500.

Today, costs have continued to increase, and staff is recommending increasing the subsidy to $5000 annually, paid in quarterly payments of $1250, through a second amendment to the agreement letter.

FISCAL IMPACT:
An increase in annual expenditure from the Administrative Services Admin budget 10120000-8130 by $1500 annually.

MOTION:
Approve staff recommendation to amend Letter of Agreement between the Fontana Historical Society and the City of Fontana.

SECOND AMENDMENT LETTER TO LETTER AGREEMENT
BETWEEN
THE CITY OF FONTANA AND
FONTANA HISTORICAL SOCIETY

Fontana Historical Society
16830 Spring St
Fontana, CA 92335

October 28, 2025

Dear Mr. Matt Slowik:

This letter will memorialize and confirm the terms and conditions of this Amendment Number 2 (the "Amendment") to that certain Letter Agreement dated July 1, 2015 (the "Agreement") by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (the "City") and Fontana Historical Society, a 501(c)(3) Non Profit, with its principal place of business at 16830 Spring St, Fontana, CA 92335 (the "Society"). The City and the Society are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, has retained the services of the Society to participate or provide assistance at City events or activities. The City and the Society desire to amend the Agreement, to increase the annual financial contribution to three thousand five hundred dollars ($5,000.00) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) payments in the amount of eight hundred seventy-five dollars ($1250.00) each.

Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

AGREED and ACCEPTED:

CITY OF FONTANA

By:_____

Matthew C. Ballantyne City Manager

FONTANA HISTORICAL SOCIETY

By:_____

Matt Slowik President

Attest:

By:_____

City Clerk

Approved as to form:

_____

Best Best & Krieger LLP City Attorney

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Lisa Strong, Management Services Director

Purchasing Office

DocuSign Envelope ID: BCBAADE8-5EE9-4C07-94F2-017FC9A844A2

AMENDMENT LETTER TO LETTER AGREEMENT BETWEEN THE CITY OF FONTANA AND FONTANA HISTORICAL SOCIETY

Fontana Historical Society 16830 Spring St
Fontana, CA 92335 Dear Mr. Matt Slowik:

January 22, 2020

This letter will memorialize and confirm the terms and conditions of this Amendment Number 1 (the "Amendment") to that certain Letter Agreement dated July 1, 2015 (the "Agreement") by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (the "City") and Fontana Historical Society, a 501(c)(3) Non Profit, with its principal place of business at 16830 Spring St, Fontana, CA 92335 (the "Society"). The City and the Society are sometimes individually referred to as "Party" and collectively as "Parties".
The City, under the Agreement, has retained the services of the Society to participate or provide assistance at City events or activities. The City and the Society desire to amend the Agreement, to increase the annual financial contribution to three thousand five hundred dollars ($3,500.00) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) payments in the amount of eight hundred seventy-five dollars ($875.00) each. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
AGREED and ACCEPTED:

DocuSign Envelope ID: BCBAADE8-5EE9-4C07-94F2-017FC9A844A2

CITY OF FONTANA

By: DocuSigned by: G. Michael Milhiser D0FF75C33B7440A...

G. Michael Milhiser
Interim City Manager

Attest:

By: DocuSigned by: Toni Lewis EBCDCFDA17754F5...

City Clerk

Approved as to form:

DocuSigned by: Ruben Duran 622D5F9CCD6240C...

Best Best & Krieger LLP
City Attorney

FONTANA HISTORICAL SOCIETY

By: DocuSigned by: Matt Slowik 65BA50C0FE2A4D7...

Matt Slowik
President

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

DocuSigned by: Lisa Strong 09E8851893154B3...

Lisa Strong, Management Services Director

DocuSigned by: Sid Lambert

Purchasing Office

DocuSign Envelope ID: BCBAADE8-5EE9-4C07-94F2-017FC9A844A2

July 1st, 2015

Fontana Historical Society
16830 Spring Street
Fontana, CA 92335

LETTER AGREEMENT

This letter shall be the Agreement regarding the financial contributions that will be provided by the City of Fontana, a municipal corporation organized under the laws of the State of California, (the "City") to the Fontana Historical Society (the "Society"). This Agreement is entered into this 1st day of July, 2015.

The Society is a community organization dedicated to the preservation and promotion of history and heritage in the City. The Society is the record owner of certain properties and facilities generally located at 16830 Spring Street and 8863 Pepper Street, Fontana, California. The Society's facilities include a Research Library, the History Room at the Lewis Library and Technology Center, the Fontana Family Rose Garden, and the Pepper Street Agricultural Museum. The Society's various facilities and locations are dedicated to the study and appreciation of all aspects of the history of the City of Fontana.

The Society provides educational programs, research, preservation advocacy, and collection and preservation of fine arts, decorative arts, archeological objects, printed and manuscript materials, maps, and historic artifacts related to the heritage of the City of Fontana. The Society's many activities and pursuits enrich the City of Fontana's community and help the City learn about and value its historical roots. The City acknowledges the important role that the Society plays in the community by maintaining its facilities, providing programs to students, youth organizations and the public at large, offering community service opportunities, and preserving the City's past for all to appreciate and enjoy.

The City wishes to enrich City events or activities and City-sponsored events or activities with the wealth of information and resources that the Society provides to the community. The City aims to enrich such events or activities by having the Society actively participate in and assist at events or activities as requested by the City.

The Society hereby agrees to participate in or provide assistance at City events or activities and City-sponsored events or activities in response to a request from the City for the Society's participation or assistance. The Society shall make all reasonable efforts to be available to participate in or assist at events or activities when so requested by the City.

DocuSign Envelope ID: BCBAADE8-5EE9-4C07-94F2-017FC9A844A2

The Society's participation and assistance at City events or activities and City-sponsored events or activities may include, but shall not be limited to, the following: being present at a booth or table in the Society's name, providing information and resources to members of the public, providing literature or other materials to members of the public, answering questions from members of the public, or providing volunteers to assist with City event or City-sponsored event programming.

In exchange for the Society providing this valuable assistance and resources at City events or activities and City-sponsored events or activities upon request, the City desires to provide annual financial contributions to the Society in return.

The City hereby agrees to make an annual financial contribution in the sum of Two Thousand Dollars ($2,000) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) quarterly installment payments in the amount of Five Hundred Dollars ($500) each. The quarterly payments will be made according to the following payment schedule in any given year: January 1, April 1, July 1, and October 1.

The City recognizes that the contributions of the Society at City events or activities and City-sponsored events or activities are ongoing, and as such the City's financial contributions will be ongoing. No fixed termination date for this Agreement is set. This Agreement may be terminated by either the City or the Society for any or no reason upon thirty (30) days' prior written notice to the other party.

To the fullest extent permitted by law, the Society hereby agrees to defend, indemnify and hold City, its officials, officers, employees, subcontractors, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of City, its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement except to the extent caused by the negligence or willful misconduct of City, its officials, officers, employees, subcontractors, consultants or agents.

The City finds that the City Manager has proper authority to approve this Agreement pursuant to the City Manager's authority to procure services for and on behalf of the City.

If the Society agrees with the terms of this Letter Agreement, please indicate by signing and dating below. An original, executed copy of this Letter Agreement is enclosed for the Society's records.

[Signatures on following page.]

DocuSign Envelope ID: BCBAADE8-5EE9-4C07-94F2-017FC9A844A2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers.

CITY OF FONTANA

By: _____
Kenneth R. Hunt, City Manager

Date: 4...., 4[illegible]4-

FONTANA HISTORICAL SOCIETY

By: _____
Mary Beth Shider, President

Date: 5/29/15

ATTEST:

_____
Tonia Lewis, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
Jeff Ballinger,e·Attorney

Certificate Of Completion

Envelope Id: BCBAADE85EE94C0794F2017FC9A844A2
Subject: Fontana Historical Society Amendment No. 1
Source Envelope:

Status: Completed

Document Pages: 2
Supplemental Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled

Signatures: 6
Initials: O

Envelope Originator:
Purchasing Office

8353 Sierra Avenue
Fontana, CA 92335

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

purchasing@fontana.org
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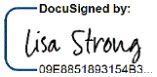
Status: Original
1/22/2020 12:53:39 PM

Holder: Purchasing Office
purchasing@fontana.org

Location: DocuSign

Signer Events	Signature	Timestamp
Mary Aguilar maguilar@fontana.org Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 192.146.186.96	Sent: 1/22/2020 12:59:49 PM Viewed: 1/22/2020 1:00:06 PM Signed: 1/22/2020 1:00:13 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2020 1:00:06 PM ID: 81e24754-c4cd-4503-acd2-f1f61c1e2761		
Matt Slowik mattslowik@rocketmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: C=,,,,,ar-,st,,..,,,J,, 65BA50C0FE2A4D7... Signature Adoption: Pre-selected Style Using IP Address: 174.195.205.117 Signed using mobile	Sent: 1/22/2020 1:00:14 PM Viewed: 1/28/2020 4:49:36 PM Signed: 1/28/2020 4:53:37 PM
Electronic Record and Signature Disclosure: Accepted: 1/28/2020 4:49:36 PM ID: 2a0ca18a-02e5-409a-b5a6-03f5ee8ee88d		
Supplemental Documents:	Fontana Historical Society Agreement.pdf	Viewed: 1/28/2020 4:52:27 PM Read: Not Required Accepted: Not Required
Ruben Duran ruben.duran@bbklaw.com Security Level: Email, Account Authentication (None)	DocuSigned by: Ruben Duran 622D5F9CCD6240C... Signature Adoption: Pre-selected Style Using IP Address: 74.116.243.2	Sent: 1/28/2020 4:53:39 PM Viewed: 2/6/2020 3:46:16 PM Signed: 2/6/2020 3:46:59 PM
Electronic Record and Signature Disclosure: Accepted: 2/6/2020 3:46:16 PM ID: 7df565c3-48b8-43d9-8240-7af79ce6f319		
Sid Lambert slambert@fontana.org Purchasing Office Ontario Reign Hockey Club, LLC Security Level: Email, Account Authentication (None)	I(DocuSigned by: [illegible]62[illegible]a:::t Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 2/6/2020 3:47:00 PM Viewed: 2/6/2020 3:47:19 PM Signed: 2/6/2020 3:47:27 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Lisa Strong lstrong@fontana.org Management Services Director City of Fontana Security Level: Email, Account Authentication (None)	DocuSigned by:  09E8851893154B3... Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 2/6/2020 3:47:28 PM Viewed: 2/6/2020 3:50:08 PM Signed: 2/6/2020 3:50:33 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
G. Michael Milhiser mmilhiser@fontana.org Interim City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: D0FF75C3387440A... Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96	Sent: 2/6/2020 3:50:34 PM Viewed: 2/6/2020 4:05:43 PM Signed: 2/6/2020 4:06:21 PM
Electronic Record and Signature Disclosure: Accepted: 2/6/2020 4:05:43 PM ID: 4fee377d-8864-4b13-87e4-82e1d66b55a6		
Toni Lewis tlewis@fontana.org City Clerk City of Fontana Security Level: Email, Account Authentication (None)	DocuSigned by: EBCDCFDA17754F5... Signature Adoption: Pre-selected Style Using IP Address: 76.218.56.24	Sent: 2/6/2020 4:06:23 PM Viewed: 2/6/2020 5:38:45 PM Signed: 2/6/2020 5:39:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2020 4:06:23 PM
Certified Delivered	Security Checked	2/6/2020 5:38:45 PM
Signing Complete	Security Checked	2/6/2020 5:39:01 PM
Completed	Security Checked	2/6/2020 5:39:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

Required hardware and software

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

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

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

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

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.

File #: 25-0632
Agenda #: AC.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Economic Development

SUBJECT:
Resolution of the City Council of The City of Fontana, California, approving an amendment to the agreement for services between The City of Fontana and AMPAC Business Capital

RECOMMENDATION:
City Council adopt **Resolution No. 2025-103**, approving the Amendment to the Agreement for Services Between the City of Fontana and AmPac Tri-State CDC doing business as Ampac Business Capital

COUNCIL GOALS:
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
On March 1, 2024, the City Council established a Revolving Loan Fund (RLF) of $500,000 to provide debt financing to entrepreneurs and small businesses in Fontana, with the goal of stimulating business growth and job creation within the community.

The City previously entered into an Agreement for Services with AmPac Business Capital (AmPac), to manage the day-to-day operations and servicing of the RLF. This included loan application processing, underwriting, disbursement, and management.

Since the program's inception, staff has identified opportunities to clarify and update certain terms and conditions within the original Agreement to enhance administrative efficiency and ensure the RLF continues to operate effectively in line with its original intent. The core intent, scope of work, and the City’s financial commitment under the original $500,000 RLF program remain unchanged.

Furthermore, the Resolution grants the City Manager the authority to execute future non-material amendments. This authority is requested to allow staff to quickly make minor, operational adjustments that may become necessary over the life of the Agreement.

FISCAL IMPACT:
No fiscal impact

MOTION:
Approve Staff recommendation

RESOLUTION NO. 2025-103

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF FONTANA AND AMPAC BUSINESS CAPITAL

WHEREAS, the City of Fontana ("City") has previously established a Revolving Loan Fund ("RLF") in the amount of Five Hundred Thousand Dollars ($500,000.00) to provide entrepreneurs and small businesses within the City with access to debt financing for the purposes of business growth; and

WHEREAS, the City entered into an Agreement with AmPac Tri-State CDC doing business as Ampac Business Capital ("AmPac") for the administration and servicing of said RLF; and

WHEREAS, the City and AmPac now desire to update and clarify the terms and conditions of the Agreement to reflect their mutual understanding; and

WHEREAS, staff finds that the execution of this Amendment is in the best interest of the City and its residents, as it enhances the administration and efficacy of the RLF program.

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

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

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

Section 3. Approvals. The City Council of the City of Fontana ("City Council") approves this Amendment to the Agreement for Services Between the City of Fontana and AmPac Business Capital, a copy of which is attached hereto and incorporated herein by reference. Furthermore, the City Manager is granted the authority to negotiate and execute any subsequent non-material amendments, modifications, or changes to this Agreement that are necessary or desirable to further the intent of the RLF program, provided such changes do not result in an increase in the City's financial obligation or fundamentally alter the scope of services. The City Manager is also authorized to take all other actions necessary to implement the terms and intent of this Resolution.

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

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

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

Section 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this 28th day of October, 2025.

READ AND APPROVED AS TO LEGAL FORM:

_____
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting held on the 28th day of October 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk of the City of Fontana

_____
Mayor of the City of Fontana

ATTEST:

_____
City Clerk

AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF FONTANA AND AMPAC BUSINESS CAPITAL

This Amendment ("Amendment") is made and entered into as of October 28, 2025, by and between the City of Fontana (the "City") and AmPac Tri-State CDC doing business as AmPac Business Capital ("AmPac"), and amends the Agreement for Services between the City of Fontana and AmPac Business Capital, entered into as of March 1, 2024 (the "Agreement").

WHEREAS, the City has established a Revolving Loan Fund ("RLF") in the amount of Five Hundred Thousand Dollars ($500,000.00) to provide entrepreneurs and small businesses within the City of Fontana with access to debt financing for the purposes of business growth; and

WHEREAS, the Parties desire to update and clarify the terms and conditions of the Agreement to reflect their mutual understanding and to refine the scope of services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **ARTICLE 1. DEFINITIONS**.

    a. The following new Section 1.8 "Technical Assistance" is hereby added to the Agreement:

    "**1.8 Technical Assistance.** Shall mean comprehensive, individualized support designed to facilitate the inception, expansion, and endurance of businesses for entrepreneurs participating in the RLF program. This encompasses, without limitation, professional coaching, educational resources, instrumental tools, and strategic advisory services focused upon financial viability, operational efficacy, and preparedness for capital investment."

2. **ARTICLE 2. TERMS.**

    a. Section 2.4 "Term" is hereby amended to read as follows:

    "**2.4 Term.** The term ("Term") of this Agreement shall be from April 9, 2024, to June 30, 2029. The term of this Agreement may be extended by mutual written agreement of the Parties."

    b. Section 2.5 "Final Program Activity Report" is hereby amended to read as follows:

    "**2.5 Final Program Activity Report.** One hundred eighty (180) days prior to the conclusion of this Agreement, AMPAC shall provide the City with a final Program Activity Report. This report shall be a comprehensive summary of all

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Program Activity Reports submitted to the City under Section 3.2 throughout the term of this Agreement."

3. **ARTICLE 3. RESPONSIBILITIES OF AMPAC.**

a. Section 3.2 "Program Activity Report" of the Agreement is amended to read as follows:

"**3.2 Program Activity Report.** AmPac shall submit to the City's Representative, at mcarter@fontanaca.gov a quarterly written report ("Program Activity Report") within 10 (ten) business days after the last day of each calendar quarter, consisting of data metrics illustrating AmPac's performance and progress with respect to the services delineated herein, including, without limitation, information and materials pertaining to the volume of business applications processed and funded through the City's RLF, as well as comprehensive business loan servicing information. In addition to the foregoing, the Program Activity Report shall include the following data:

- Loan Application Disposition Date (including reason for decline, if applicable);
- Applicant Business Name;
- Applicant Business Address;
- Approved Loan Amount;
- Loan Funding Date;
- Borrower Ethnicity/Race (if provided);
- Borrower Gender (if provided);
- Borrower Veteran Status;
- Low-to-Moderate Income ("LMI") Census Tract (based on business address);
- Number of Jobs Created or Retained;
- Number of Past Due Payments;
- Loan Status and Modification Details;
- Name of Defaulted Loans and Corresponding Loan Count; and
- Quarterly Amount of Principal and Interest Reallocated to the RLF Balance for New Loan Funding.

The Program Activity Report shall further incorporate copies of all (thirty-) 30-day and (sixty-) 60-day past due loan payment letters dispatched to borrowers, accompanied by proof of certified mailing of those letters. For any loan exceeding ninety (90) days past due, AmPac shall additionally generate and transmit a copy of the final Default Loan Package to the City of Fontana as part of this report."

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b. The following new Section 3.8 “Loan Origination” is hereby added to the Agreement:

“**3.8 Loan Origination.** AmPac shall be responsible for the initiation and origination of all loans under this Agreement. This responsibility includes, but is not limited to: (i) receiving, processing, and conducting the due diligence review of all loan applications; (ii) reviewing and evaluating applications for completeness and eligibility; (iii) ensuring that applicants meet all requirements and eligibility criteria as established by the City; and (iv) approving and granting loans in accordance with such requirements. All loan originations must utilize the standard documents provided in Exhibit B, attached hereto and incorporated herein, and any other required instruments. AmPac shall not alter, revise, or substitute any of the loan documents without the prior written approval of the City.”

c. The following new Section 3.9 “Loan Modifications” is hereby added to the Agreement:

“**3.9 Loan Modifications.** Loan modifications may be requested by the borrower. The City reserves the right to approve or deny any such modification request. Any request for modification must be submitted in writing and shall acknowledge the borrower’s understanding that, for any approved modification, a charge of Three Hundred Fifty Dollars ($350.00) shall be applicable for the generation of requisite new documents by AmPac, which shall be paid to AmPac concurrently with the signing of said documents, provided that the subject loan is not delinquent.”

d. The following new Section 3.10 “Payments and Collection” is hereby added to the Agreement:

“**3.10 Payment Collection and Loan Servicing.** AmPac shall be responsible for the collection of monthly principal and interest payments from borrowers for the RLF. Such payments shall be made from the borrower’s business checking account. The preferred method of payment shall be Automated Clearing House (“ACH”) auto-debit, as duly authorized by the borrower; however, payments may also be accepted in the form of a certified check drawn from the borrower's business checking account.

If a payment made via ACH is rejected for any reason, the rejected payment shall be resubmitted for processing only once following the initial attempt. This resubmission shall occur within seven (7) business days of the original rejection. As part of their initial agreement with AmPac, the borrower shall agree to assume all fees borne by AmPac in connection with the collection of any returned payment.

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If payment is not received within ten (10) business days of the payment due date, AmPac shall initiate collection efforts. AmPac shall retain servicing responsibility for the loan until the loan reaches ninety (90) days past due. When a loan reaches ninety (90) days past due, the City shall assume all further collection efforts. At that time, AmPac shall transmit the Default Loan Package to the City via certified mail, the contents of which are outlined in Section 3.11 of this Agreement."

e. The following new Section 3.11 "Default Loans" is hereby added to the Agreement:

"**3.11 Default Loans.** If a loan becomes ninety (90) days or more past due, AmPac shall reduce the amount of the borrower's loan amount by the portion that remains unused. This unused portion shall be returned to the RLF balance to be reallocated to other borrowers. This reduction must take place before AmPac submits the Default Loan Package to the City. Following this, the City shall assume all further collection efforts. In the event of such a default, AmPac shall transmit the following comprehensive Default Loan Package ("Default Loan Package") to the City for the purpose of further liquidation and collection efforts:

- All original loan documents;
- 30-day and 60-day letters of default with proof of certified mailing;
- Credit memo generated by AmPac pertaining to the loan;
- Approval memo generated by AmPac pertaining to the loan;
- Copies of all notes recorded within AmPac's system; and
- A comprehensive printout of the loan's history from AmPac's system.

The loan agreement with the borrower shall include the provision that, if the loan reaches ninety (90) days past due, the borrower's loan amount will be reduced by the amount of the loan that is unused by the borrower, and the borrower's express agreement to this term shall be required."

f. The following new Section 3.11 "Technical Assistance" is hereby added to the Agreement:

"**3.11. Technical Assistance.** AmPac shall provide Technical Assistance to borrowers, as defined in Section 1.8 of this Agreement."

4. **ARTICLE 4. RESPONSIBILITIES OF THE CITY.**

a. The following new Section 4.2 "Disbursement and Funding" is hereby added to the Agreement:

"**4.2 Disbursement and Funding.** The funds provided by the City for the RLF shall originate from its general fund. These funds will be disbursed to AmPac specifically for the purpose of facilitating RLF disbursements. Disbursements shall be made in increments of One Hundred Thousand Dollars ($100,000.00),

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following AmPac's submission of an invoice to the City, which shall be subject to the City's review and approval. This entire invoice and disbursement process shall comply with the City's purchasing guidelines."

5. **ARTICLE 5. COMPENSATION.**

   a. It is hereby acknowledged and agreed by both Parties that the original Agreement contained an inaccuracy in the terms for compensation for the services. To correct this, the Parties agree that Section 5.1 of the Agreement shall be amended to read as follows:

   "5.1. AmPac's compensation for the services rendered under this Agreement shall comprise a one-time payment of Fifteen Thousand Dollars ($15,000.00), representing three percent (3%) of the Five Hundred Thousand Dollar ($500,000.00) RLF principal amount. This compensation is solely for the servicing of this specific Five Hundred Thousand Dollar $500,000.00 RLF allocation.

   In the event that an additional Five Hundred Thousand Dollars ($500,000.00) is added to the RLF, AmPac shall receive an additional one-time payment of Fifteen Thousand Dollars ($15,000.00), representing three percent (3%) of the Five Hundred Thousand Dollar ($500,000.00) RLF principal amount increase, for the servicing of that additional allocation, subject to the same terms and conditions set forth in this Agreement.

   The compensation described herein shall constitute the full, sole, and exclusive compensation to AmPac from the City for services rendered and obligations fulfilled under this Agreement. AmPac shall not be entitled to any additional payment, reimbursement, or compensation of any kind from the City."

Both Parties shall initial this Section to confirm their mutual agreement and acceptance of the revised compensation terms.

_____ AmPac Initials

_____ City Initials

6. **ARTICLE 6. GENERAL PROVISIONS.**

   a. Section 6.1 "Termination of Agreement" is hereby amended to read as follows:

"6.1 **Termination of Agreement.** The City may terminate this Agreement without cause by providing sixty (60) days' written notice to AmPac. The notice shall specify the effective date of termination, which shall be no less than sixty (60) days from the date of the notice. In the event of such termination, AmPac shall be compensated only

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for services performed through the effective date of termination. Upon termination, AmPac shall return all undistributed funds under the RLC, as well as all documents and materials related to this Agreement."

b. The following new Section 6.24 "Ownership of Documents" is hereby added to the Agreement:

"**6.24 Ownership of Documents.** All reports, documents, data, records, and other materials prepared or obtained by AmPac in connection with this Agreement shall be the sole property of the City. Upon termination or expiration of this Agreement, AmPac shall promptly deliver all such materials to the City, including any copies in AmPac's possession, custody, or control."

c. The following new Section 6.25 "Exhibits" is hereby added to the Agreement:

"**6.25 Exhibits.** All exhibits attached hereto are hereby incorporated into and made a part of this Agreement as if fully set forth herein."

7. **EXHIBIT A.**

Exhibit A to the Agreement is hereby modified as set forth in the attached Exhibit A-1, which is incorporated herein by reference. Exhibit A-1 reflects only the specific amendments to Exhibit A, and all other provisions of Exhibit A shall remain unchanged and in full force and effect.

8. **FULL FORCE AND EFFECT.**

Except as expressly modified by this Amendment, all other terms, covenants, conditions, and provisions of the Agreement shall remain in full force and effect.

9. **COUNTERPARTS.**

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement for Services Between the City of Fontana and AmPac Tri-State CDC DBA AmPac Business Capital to be executed on the date set forth above.

CITY OF FONTANA

By: _____
City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

AMPAC TRI-STATE CDC DBA AMPAC BUSINESS CAPITAL

By: _____
Its: _____

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EXHIBIT A-1

a. Exhibit A, Section B.1, "Business Coverage Ratio" is hereby amended and retitled as "Business Debt Coverage Ratio," and shall read as follows:

"**Business Debt Coverage Ratio:** the Annual Funds Available to Service Debt (defined as Net Earnings + Depreciation and/or Amortization + Debt Interest Expense, or 'EBITDA') must be sufficient to cover the total principal and interest payments for the subject debt and all other debt obligations as of the fiscal year-end ("FYE") period of business operations. This ratio is expressed as EBITDA divided by Total Principal & Interest (EBITDA/Total P&I) and must be at least 1.0:1.0."

b. Exhibit A, Section B.1, "Interest Rate" is hereby amended to read as follows:

"Interest Rate: The Loan shall bear a fixed interest rate of six and one-half percent (6.5%) per annum. Of this interest income, five percent (5%) shall be re-allocated to the RLF, with the remaining one and one-half percent (1.5%) to be retained by AmPac as a loan origination fee for services provided to the borrowers as performed under this Agreement.

c. Exhibit A, Section B.1, "Loan Fee" is hereby amended to read as follows:

"**Origination Fee:** An origination fee equal to one and one-half percent (1.5%) of the approved and funded loan amount shall be allocated to AmPac at the funding of the loan from loan proceeds. This fee shall be a line item in the sources and uses chart and will cover the expense to document, underwrite, close, and disburse the loan."

d. Exhibit A, Section B.1, "Payment Terms" is hereby amended to read as follows:

"**Payment Terms:** The Loan shall have a sixty (60) month fully amortized loan period, with no prepayment penalty."

e. The following new section B.5 is hereby added to Exhibit A:

"Application Requirements:

Applicants are required to complete a curated Loan Fund Pre-Course series, consisting of four (4) short courses available on-demand. These videos are prepared and provided by AmPac and/or City of Fontana. Upon completion of all four courses, each applicant will receive a certificate of completion and an email with direct instructions to schedule an appointment with an AmPac. Applicants shall compile the following items while taking the pre-course to have the

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necessary documents readily available to meet with the AmPac. AmPac will assist each applicant in reviewing the application and ensuring that the use of funds is appropriate for the business growth.

List of Required Documents:

- Current Business License
- CA Statement of Information
- Sellers Permit (if applicable)
- CA Driver's License
- 2 years of Business Tax Returns
- 2 years' Personal Tax Returns
- 3 Months' Business bank statements
- 3 Months of Personal bank statements
- Debt schedule (list of all outstanding debt amounts and payment dates)
- Business Financial Statements
- Project Cost Detail
- Completion Certificate from Loan Fund Pre-Course

Pre-Course Video Classes Defined:
Course Outline:

- **Getting Started** (4 minutes)
  Video Link: https://www.fontanaca.gov/3655/Fontana-Empowerment-Loan-Fund
  Description: Description of required documents and Step by Step instructions of the application process.
- **Business Plans Advice for the Busy Small Business Owner** (55 minutes)
  Video Link: https://vimeo.com/783360436

  Description: Knowing how to create a business plan is important for entrepreneurs. In this session, Diana White, gives tips for creating powerful business plans. Diana is the President of D.E.W. Business Solutions, LLC, a consulting firm, and the Executive Director of Moonshot at NACET.

- **Building (and Executing) Your Action Plan** (33 minutes)
  Video Link: https://vimeo.com/480227798

  Description: We all want to set our companies on autopilot once in a while, but our business goals can't achieve themselves. Getting (and staying) on the right track takes careful thinking and hands-on strategy that spurs your team into action. Steve Thompson — CEO of operations consulting firm SteveZT and co-founder of The Surf Network — presents his webinar, "Building (and Executing) Your Action Plan." This talk will guide you through his tips for creating a plan that drives results.

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- **5 Ways to Communicate Your Product/Service Authentically** (43 minutes)
  Video Link: https://vimeo.com/483627170

Description: As a consumer, you're probably tired of all the sales pitches and ads flying at you each day. Your customers are, too. What businesses don't give enough of is authenticity, so when you know how to put your heart and soul into your sales, you have the potential to sell anything. According to Hailey Yatros — author, keynote speaker and owner of Conscious Coaching — the companies that excel are out to make a difference. Going back to why you started and connecting with people on an emotional level are the strategies that really sell.

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EXHIBIT B
Origination Documents

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City of Fontana's Empowerment Revolving Loan Fund Program
Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital
on behalf of the City of Fontana
PROGRAM DOCUMENTS
TABLE OF CONTENTS

[Borrower's Legal Name]- [Loan Product] Loan #[Loan Number]

		Check all that apply
1.	Business Loan Agreement	_____
2.	Promissory Note	_____
3.	Security Agreement with Guarantor (Form 03 WG)	_____
	Security Agreement without Guarantor (Form 03 W/OG)	_____
4.	Unconditional Guarantee by Individual (Form 04 IND)	_____
	Unconditional Guarantee by Entity, if applicable (Form 04 ENT)	_____
5.	Agreement to Provide Insurance	_____
6.	Guarantee Resolution (LLC), or	_____
	Resolution of Board of Directors (Corporation), if applicable	_____
7.	Error and Omissions Agreement	_____
8.	Disbursement Request and Authorization	_____
9.	Authorization Agreement for Pre-Authorization Payment	_____
10.	IRS Form W-9 (Rev March 2024) (update for the current year)	_____
11.	Advertising Marketing Release Form	_____
12.	Certification of Identity	_____
13.	Closing and Business Purpose Certification	_____
14.	Other: _____	_____
15.	Other: _____	_____

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Business Loan Agreement

[Borrower's Legal Name]- [Loan Product]- Loan #[Loan Number]

This **BUSINESS LOAN AGREEMENT** ("Agreement"), dated **[Date]**, is made between **[Borrower's Legal Name],** a [legal capacity] ("Borrower"), whose principal address is [Borrower's address] and AmPac Tri-State CDC, Inc. dba AmPac Business Capital whose address is 3110 B Inland Empire Blvd. Ontario, CA 91764 ("Lender" or "AmPac"), with the following terms and conditions.

RECITALS

A. The City of Fontana has established a loan fund for its Empowerment Revolving Loan Fund Program ("Program") to provide entrepreneurs and small businesses within the City of Fontana with access to funding for the purposes of business growth.

B. AmPac Tri-State CDC, Inc. dba AmPac Business Capital ("AmPac") and the City of Fontana ("City") have entered into that certain Agreement for Services dated March 1, 2024 whereby AmPac will provide loan management services to administer, implement and manage the Program on behalf of the City.

C. AmPac will review, process and approve loan applications based on criteria established by the City for its Program, including, among other things, Borrower must be in business 2 or more years, the business is located in the City of Fontana, the business has twenty-five (25) or fewer employees, and the use of the funds must be for business growth of the Borrower's business.

D. For purposes of this Agreement, AmPac is serving as the "Lender" on behalf of the City to administer this Agreement with the Borrower.

E. Borrower has applied to Lender for a Business Loan for **[Use of Funds]**, as further described in the Borrower's loan application. Borrower understands and agrees that: **(A)** Lender is relying upon Borrower's representations, warranties, and Agreements as set forth herein and below; **(B)** the obligation to extend the requested Business Loan shall always be subject to the Lender's sole judgement and discretion; and **(C)** the terms of this Business Loan extended to Borrower by Lender shall remain subject to the terms and conditions of this Agreement.

F. Lender desires to provide to Borrower, and Borrower desires to borrow from Lender, a loan in the amount up to [loan amount written out] Dollars ($Numerical amount), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, the parties hereto agree as follows:

1. **DEFINTIONS:** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically state to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meaning attributed to such terms in the Uniform Commercial Code. Accounting words

and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower on Borrower's behalf on a line of credit or multiple Advances under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits, schedules and Program Documents referenced in the Table of Contents attached to this Business Loan Agreement. Lender may make modifications to this Agreement provided to the Borrower.

Borrower. The word "Borrower" means **[Borrower's Legal Name]** and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as Collateral security for a Loan, whether real or personal property, whether granted in the form of a Security Interest, mortgage, Collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, Collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Default. The word "Default'" means the Defaults set forth in this Agreement in the section titled "Default."

Environmental Laws. The words "Environmental Laws" mean any and all state, federal, and local statutes, regulations, and ordinances relating to the protection of human health or environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state of federal laws, rules, or regulations adopted by pursuant thereto.

Event of Default.' The words "Event of Default'" mean any of the events of Default' set forth in this Agreement in the Default' section of this Agreement.

GAAP. The word "GAAP" means Generally Accepted Accounting Principles.

Grantor. The word "Grantor" means each and all the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such Security Interest.

Hazardous Substances. The words "Hazardous Substances" mean material that, because of their quantity, concentration or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise managed. The words "Hazardous Substances" are used in their very broadest sense and include without limitation all hazardous or toxic substances, materials, or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the Indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other Indebtedness and costs and expenses for which the Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means AmPac Tri-State CDC, Inc. dba AmPac Business Capital, its successors, and assigns.

Loan. The word "Loan" means all Business Loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those Business Loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by the Borrower in the principal amount of **[Loan Amount ($0.00)]**, dated **[Date]**, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note or credit Agreement.

Permitted Liens. The words "Permitted Liens" mean: **(1)** liens and Security Interests securing Indebtedness owed by the Borrower to Lender; **(2)** liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; **(3)** liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; **(4)** purchase money liens or purchase money Security Interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure Indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of the Agreement titled "Indebtedness and Liens"; liens and Security Interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and **(6)** those liens and Security Interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all Promissory Notes, credit Agreements, Loan Agreements, environmental Agreements, guaranties, Security Agreements, mortgages, deeds of trust, security deeds, Collateral mortgages, and all other instruments, Agreements, and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any Agreements, promises, covenants, arrangements, understandings, or other Agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of Collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, Collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

2. **LOAN TERMS:** This Agreement shall be effective as of **[Date]** and shall remain in effect until such time Borrower has paid in full the Loan, including principal, accrued and capitalized interest, any costs, expenses, attorneys' fees, and other fees and charges due under this Loan, which shall be sixty (60) months from the date of the Note (the "**Maturity Date")**. The Maturity Date is the date by which the Borrower shall be required to pay the Loan in full, including principal, accrued and capitalized interests and any other costs, charges and fees.

2.1. Use of Funds:

2.1.1. **[Remaining Funds]** for **[Use of Proceeds]**

2.1.2. **[Fees]** for **Loan Processing & Packaging Fees**

2.1.3. **[Loan Amount]** Total Loan Amount

2.2. Loan Term:

2.2.1. **[# of Years]** Year Term.

2.3. Fixed Interest Rate:

2.3.1. **[Interest Rate]**%.

2.4. Maturity Date:

2.4.1. [insert date]

2.5. Prepayment: All or any portion of the Note and this Loan may be prepaid on any business day without penalty in an amount equal to the principal amount remaining hereunder and interest accrued thereon to the date of such prepayment. Borrower shall provide notice to Lender of such prepayment with five (5) days' notice of the payment thereof.

Initials: _____ **Date: [Date]**
[Signer(s) Legal Name(s), and Title(s)]

3. **LOAN ADVANCE:** This Loan includes and contemplates Advances as Borrower

requests them provided undisbursed funds remain on the Loan. Lender in its sole discretion will determine the sufficiency of the documentation supporting the requested Advance. Once the entire principal amount of this Loan is Advanced, no other draws will be permitted or are contemplated as part of this Loan.

4. **LEGAL EFFECT:** This Agreement including any additional exhibit, attachment, or document Borrower may additionally provide constitutes a legal, valid, and binding obligation. Said obligations are enforceable against Borrower in accordance with local, state, and federal law any respective terms and conditions.

5. **REPRESENTATIONS AND WARRANTIES:** Borrower represents and warrants to Lender, as of the date of this Agreement, of each disbursement, of any renewal, extension, or modification of any Loan, and all times any Indebtedness exists, that:

5.1. Litigation And Claims: No litigation, claim, investigation, administrative proceeding, or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

5.2. Notice Of Claims And Litigations: Borrower shall inform Lender in writing of all existing or threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Borrower or any Guarantor which could materially affect their financial condition.

5.3. Hazardous Substances: Except as disclosed and acknowledged by Lender in writing, Borrower represents and warrants that: (1) Borrower has no knowledge of (A) any violation of Environmental Laws; (B) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous substance on the Collateral by any prior owners or occupants of any of the Collateral: or any litigation or claims of any kind relating to such matters. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only. Borrower hereby releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs and (2) agrees in to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly suffer as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of hazardous waste on the Collateral. The provisions of this section of the Agreement shall survive the payment of the debt and termination, expiration or otherwise satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in Collateral, whether by foreclosure or other means.

5.4. Taxes: All of Borrower's tax returns, required to be filed, have been filed, and all taxes, assessments, or other charges resulting therefrom have been paid in full. Notwithstanding the foregoing, Borrower may have disclosed certain contested disclosed certain contested amounts that have been contested in good faith and for which adequate reserves have been set aside.

5.5. Lien Priority: Unless otherwise disclosed in writing to Lender, Borrower has not granted any Security Interest or affected the Lender's ability to perfect its priority lien position on Collateral.

5.6. Financial Information: All financial statements supplied to Lender accurately and truly represent the financial condition of the Borrower on the applicable date. Moreover, Borrower is explicitly stating that as of the date of signing this Agreement there has been no material adverse change in Borrower's financial condition. Borrower agrees to provide Lender financial statements on an annual basis. Each Loan party shall permit any representative that agent or Lender authorizes, including its attorneys and accountants, to inspect the Collateral and examine and make copies and abstracts of the books of account and records of such Loan party at reasonable times and upon reasonable notice during normal business hours; provided, however, that so long as no Event of Default'' has occurred and is continuing, such examinations shall be limited to no more often than once per fiscal year. In addition, any such representative shall have the right to meet with management and officers such Loan party to discuss such books of account and records. In addition, agent or Lender shall be entitled at reasonable times and intervals to consult with and advise the management and officers of Loan parties concerning significant business issues affecting the Loan parties. Such consultations shall not unreasonably interfere with Loan parties' business operations. The parties intend that the rights granted agent and Lender shall constitute "management rights" within the meaning of 29 C.F.R. Section 2510.3-101 (d)(3)(ii), but that any advice, recommendations or participation by agent or Lender with respect to any business issues shall not be deemed to give agent or Lender, nor be deemed an exercise by agent of Lender of, control over a Loan party's management or policies.

5.7. Authorization: Borrower's executing, delivery, and performance of the terms and conditions contained within this Agreement and all Related Documents have been duly authorized by all necessary action of the Borrower and do not conflict with or violate any prior existing or contemporaneously created governing the ability of Borrower to enter into such an Agreement.

5.8. Binding Effect: Borrower agrees and acknowledges that this Agreement, and all Related Documents are binding upon the signers, their successors, representatives, and assigns, and legally enforceable in accordance with their respective terms and conditions.

6. **BORROWER'S COVENANTS:** Borrower agrees and makes further covenants with Lender, for the Term of this Agreement:

6.1. Repayment. Borrower acknowledges that the source of funds for this Loan are from public funds provided by the City of Fontana under its Program and as such must be paid per the terms of this Agreement and the Note. The City of Fontana is a third party beneficiary to this Agreement and enjoys all the rights and benefits of the Lender under this Agreement. The Borrower covenants to pay all the payments, accrued and capitalized interests and any as applicable fees, costs and charges in full on or before the Maturity Date.

6.2. Organization: Borrower is duly organized, validly existing, and in good standing under the virtue of the laws of the State of California. Borrower is duly authorized to conduct business in all states in which Borrower is doing so. Specifically, Borrower is, and always shall be, duly qualified as a foreign entity where necessary to conduct business. Borrower has the full power and authority to own its properties and to transact business in which it presently does so or proposes to operate from. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name.

6.3. Assumed Business Names: Borrower has filed or recorded all documents or

filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which the Borrower does business:

Borrower: [Borrower's dba and Legal Name]

6.4. Additional Information: Provide such information and supporting documentation as may be required by Lender from time to time.

6.5. Other Agreements: Comply with all terms and conditions of all other Agreements, now existing or later entered, and provide written notice to Lender of any Default' in connection with any such Agreements.

6.6. Responsibilities: Perform and satisfy, in a timely fashion, all terms and conditions in this Agreement, in Related Documents, and in all other Agreements between Borrower and Lender.

6.7. Government Requirements: Comply with all laws, ordinances, and regulations now or hereafter created applicable to Borrower's properties, business, and operations. Borrower may contest such regulatory regulation so long as it is done in good faith, Lender is notified in writing and Lender's interest in Collateral is not jeopardized.

6.8. Entity And Inspection: Permit Lender's employees or agents, at reasonable times to inspect any Collateral for the Loan.

6.9. Additional Assurance: Make, executed, and deliver to Lender such Promissory Notes, mortgages, deeds of trust, Security Agreements, assignments, financing statements, instruments, documents, and other Agreements as Lender may request to secure the Loans and perfect its interest in the Collateral.

7. **INSURANCE:** Borrower for the entire Term of this Agreement, must procure and maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form and amounts, coverage and with providers acceptable to Lender. Borrower will deliver to Lender, upon request, the policies, or certificates of insurance in a form satisfactory to Lender. All such policies shall include an endorsement providing coverage in favor of Lender that cannot be impaired in any way by an act or omission of Borrower or any other person. Financials records and statements. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times. Further Borrower shall provide Lender with financial statements and other supporting documentation as may be requested.

8. **INDEMNIFICATION.** Borrower agrees to defend, indemnify and hold City of Fontana, and its officials, officers, employees, agents, contractors, including Lender, free and harmless from and against any and all claims, liabilities, penalties, damages, judgments, costs, expenses, fees and interest arising from or related to any act or omission of Borrower in performing its obligations hereunder and arising out of or incident to any failure or alleged failure to comply with all applicable laws, rules or regulations, or in operating its Business, and including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Borrower assumes all risk of liability arising from any decision not to comply with applicable laws, rules or regulations.

9.

10. **GUARANTIES:** In the event that a Guaranty was required as a condition to approval of the Loan, the following is the Guarantor for the Borrower:

[IF APPLICABLE - Guarantor(s) Legal Name(s)] [If not applicable: Note "None"]

11. **LENDER'S OBLIGATION:** Lender shall provide funds and disbursed pursuant to the terms provided herein at the time of closing should no condition of Borrower's application amend during final review.

12. **LENDER'S EXPENSES:** All outstanding Lender expenses incurred through and after the closing date, when due (or, if no stated due date, within five (5) business days after demand by Lender).

13. **LENDER EXPENDITURES:** Where any action by Borrower would materially affect Lender's interest in the Collateral or where Borrowers should fail to comply with any provision of this Agreement or any Related Documents, Lender may take any action necessary to preserve the Collateral. The cost of any action by Lender to preserve the Collateral, not paid by Borrower, shall incur interest at the stated rate until paid by Borrower. These expenses will become a part of the Borrower's Indebtedness.

14. **BORROWER'S NEGATIVE COVENANTS:** The Borrower is prohibited from the following actions without the Lender's prior consent, during the Term of this Agreement:

14.1. Continuity of Operations. **(1)** Perform business activities different than what Borrower is presently engaged in, or **(2)** Shut down operations, merge, transfer, acquire or consolidate with another entity, sell Collateral.

14.2. Agreements. Enter into any Agreement where performance under that or this Agreement would cause a violation or breach under either Agreement.

15. **UNFORESEEN CIRCUMSTANCES:** No commitment by Lender under this Agreement or any other shall create any further obligation if any of the following occur: Borrower or any Guarantor is in "Default'' under the terms of this Agreement or any of the Related Documents; Borrower or any Guarantor dies, becomes incompetent, files for bankruptcy protection, or is adjudged a bankrupt; there is a material adverse changes in Borrower's financial condition, that of any Guarantor, or in the value of the Collateral; or any Guarantor attempts to limit or revoke Guarantor's Guaranty of the Loan with Lender.

16. **DEFAULT:** In the event of a Default by the Borrower, Lender shall have all rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Lender's rights are cumulative, except as may be prohibited by law. Lender may exercise its rights singularly or concurrently as its sole option. **[Use Language if Borrower has more than 1 loan with AmPac**: "Default occurs where Borrower does not meet any and all existing loan obligations and commitments including but not limited to the aforementioned loan or any loan commitment Borrower has with Lender**.** Where Default occurs, Lender shall have all rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Lender's rights are cumulative, except as may be prohibited by law. Lender may exercise its rights singularly or concurrently as its sole option. Where a Default occurs on any existing loan commitments between Borrower and Lender, all obligations under existing loan commitments are immediately due regardless of the prior loan obligation."**]**

17. **REMEDIES IN DEFAULT:** The Lender may elect in its sole discretion to pursue and

elect methods to recoup expenditures or to take action to fulfil an obligation of Borrower or of any Grantor. Such action shall not affect Lender's right to declare a Default' and to exercise its rights and remedies.

18. **LENDER'S RIGHTS AND REMEDIES:** Upon the occurrence and during the continuance of an Event of Default, Lender may, without notice or demand do any or all of the following:

18.1. Declare all obligations immediately due and payable (but in an Event of Default described in Event of Default occurs all obligations are immediately due and payable without any action by Lender);

18.2. Stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other Agreement between any Loan party and Lender;

18.3. Verify the amount of demand payment of and performance under, and collect any accounts and general intangibles, settle, or adjust disputes and claims directly with account debtors for amounts on terms and in any order that Lender consider advisable, and notify any person owing a Loan party money of Lender's Security Interest in such funds;

18.4. Make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its Security Interest in the Collateral. Loan parties shall assemble the Collateral if Lender requests and make it available as Lender designates. Lender may enter premises where the Collateral is located, take, and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any lien which is prior or superior to its Security Interest and pay all expenses incurred. Each Loan party grants Lender a license to enter and occupy any of its premises, without charge, to exercise any of Lender's rights or remedies.

18.5. Apply to the obligations any amount held by Lender owing to or for the credit or the account of the Loan party;

18.6. Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Lender is hereby granted a non-exclusive, royalty-free license or other right to us, without charge, a Loan part's labels, patents, copyrights, mask works, rights of use of any name, trade secrets, trade names, trademarks, and advertising for sale, and selling any Collateral and, in connection with Lender's exercise of its rights under this section, a Loan party's rights under all licenses and all franchise Agreements inure to Lender's benefit;

18.7. Place a "hold" on any account maintained with Lender and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any account control Agreement or similar Agreements providing control of any Collateral;

18.8. Demand and receive possession of any Borrower's books; and

18.9. Exercise all rights and remedies available to Lender under the Loan documents or at law or equity, including all remedies provided under the code (including disposal of the Collateral pursuant to the terms thereof).

19. CONFLICT OF INTEREST.

19.1. Borrower has disclosed to the Lender whether it has made any campaign

contributions of more than $250 to any member of the City Council for the City of Ontario ("City") or other City elected officer, within the earlier of: (1) the date of the submission of Borrower's application for the Project, or (2) twelve (12) months before the date this Agreement was approved by the City Council. Borrower acknowledges that under Government Code section 84308, Borrower is prohibited from making campaign contributions of more than $250 to any member of the City Council or City elected officer for twelve (12) months after the Lender's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Borrower will provide the Lender a written statement disclosing any campaign contribution(s) of more than $250 to any member of the City Council or other City elected officer within the preceding twelve (12) months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Borrower or by a parent, subsidiary or otherwise related business entity of Borrower.

19.2. Except for approved eligible administrative or personnel costs, no person described in Section 19.3 below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

19.3. The conflict of interest provisions of this Section apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

19.4. In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

20. **NON-DISCRIMINATION**. Borrower, for itself and its successors and assigns, agrees that, in performing the construction of the Project, it shall not discriminate against any employee or applicant for employment because of race, color, sexual orientation and/or gender identity, creed, religion, ancestry, political affiliation or opinion, national origin, sex, physical condition, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, marital status, or status with regard to public assistance. Borrower will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training,

including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

21. **ARBITRATION:** Borrower and Lender agree that all disputes, claims, controversies, between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration Agreement or be prohibited by this arbitration Agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a write of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Articles 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any Agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgement upon any award rendered by any arbitrator may be entered in any court having authority. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent authority. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brough by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

22. **GOVERNING LAW:** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflict of law provisions. The Lender in the State of California have accepted this Agreement.

23. **VENUE:** Borrower agrees to submit to the authority of the courts of San Bernardino County, State of California.

24. **NOTICES:** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when delivered, when received by tele-facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's

current address. Unless otherwise provided or required by law, if these is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers. Notices shall be sent as follows:

If to Borrower:	If to Lender:
[name]	AmPac
Attn:	Attn:
[address]	
[address]	
	With a copy to:
	City of Fontana
	Attn:

25. **SEVERABILITY:** If a court of competent authority finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, which finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

26. **ATTORNEYS' FEES AND EXPENSES:** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorney fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Borrower's obligation is created whether there is a lawsuit. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

27. **FINAL AGREEMENT:** This Agreement, together with any Related Documents constitutes the entire understanding and Agreement of the parties as to the matters set forth herein. Only a written amendment signed by the party or parties to be bound will be binding.

28. **CAPTION HEADINGS:** Caption headings in this Agreement are for convenience purposes only and are not to be used to define or interpret this Agreement.

29. **CONSENT TO LOAN PARTICIPATION:** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation, to anyone or more purchaser, or potential purchaser, any information or knowledge about Borrower or the Loan, and Borrower waives any rights to privacy with respect to such matters. Borrower additionally waives all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interest will be considered as absolute owners of such

interests in the Loan and have all the rights under the participation Agreement or Agreements governing the sale of such participation interests.

30. **WAIVER BY BORROWER:** Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

31. **NO WAIVER BY LENDER:** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice the or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and Grantor, shall constitute a waiver of any Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

32. **SUBSIDIARIES AND AFFILIATES OF BORROWER:** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

33. **SUCCESSOR AND ASSIGNS:** All covenants and Agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

34. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** Borrower understands and agrees that in extending unforeseen circumstances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties, and covenants will survive the extension of continuing in nature, shall be deemed made and then dated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

TIME IS OF THE ESSENCE: TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS BUSINESS LOAN AGREEMENT. BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT BORROWER AGREES TO ITS TERMS.

(Signature provisions on following page)

IN WITNESS WHEREOF, the Borrower and Lender have executed this Business Loan Agreement as of the date provided below.

THIS BUSINESS LOAN AGREEMENT IS DATED: [DATE].

BORROWER:
[Borrower's Legal Name]

_____
[Signer(s) Legal Name(s), and Title(s)]

LENDER:

AmPac Tri-State CDC, Inc. dba AmPac Business Capital

_____
Hilda J. Kennedy, Executive Director

City of Fontana's Empowerment Revolving Loan Fund Program
Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital
Promissory Note
[Borrower's Legal Name]- City of Fontana Empowerment Loan- Loan #[Loan Number]

$**[Loan Amount]** Date: **[Date]**

For value received, the undersigned, **[Signer(s) Legal Name(s)]**, doing business as **[Borrower's Legal Name]** ("Borrower"), a business located at **[Borrower's Address]**, and **[Signer(s) Legal Name(s)]**, an individual residing at **[Signer(s) Address(es)]**, ("Individual"), jointly and severally promise to pay to the order of AmPac Tri-State CDC, Inc., a California Corporation dba AmPac Business Capital, ("Lender"), located at 3110 B Inland Empire Blvd. Ontario, CA 91764, the principal sum of **[Loan Amount ($0.00)]**, together with annual interest at the rate of six and one-half per cent **(6.5%)** on the principal balance, with all principal and interest due and payable on [date] (the "Maturity Date") and subject to the terms and conditions set forth below:

This Note shall be subject to the following additional provisions:

1. **Purpose of Loan:** This Promissory Note is made and given pursuant to that certain Business Loan Agreement ("Agreement") by and between the Borrower and Lender dated on the same date of this Promissory Note, which is incorporated herein by reference. The loan is being funded by the City of Fontana ("City" as beneficiary under the City's Empowerment Revolving Loan Fund Program for entrepreneurs and small businesses with the City of Fontana for the purpose of providing access to funding for business growth. All initially capitalized terms used but not defined herein shall have the same meanings given to them in the Agreement.

2. **Term; Note Payments; Repayment:**

Commencing **[Date of First Payment]**, Borrower promises to pay Lender the loan balance of **[Loan Amount ($0.00)]**, in **Sixty (60)** monthly installments of **[Payment Amount ($0.00)** to be received by Lender on or before the 1st day of the month for each of the following **sixty (60)** months. Principal and interest are payable in lawful money of the United States of America.

Unless due at an earlier time by virtue of the acceleration of the balance hereof in accordance with Section 3 hereof, all unpaid principal shall be due and payable on or by the date that is sixty (60) months following the date of this Note (the "Maturity Date"). Payment shall be made payable to AmPac Tri-State CDC, Inc. dba AmPac Business Capital and shall be collected via ACH transfer collected directly from the Borrower's bank account provided at the time of closing.

3. **Default:**

Failure to remit any payment as set forth above shall constitute a default under this Note. Each payment must be received on or before the due dates stated above, and any payment not received within ten days of each due date shall, in addition to the amount past due, accrue a late fee in the additional amount of 10% of the amount past due.

In addition, the parties underlying loan agreement requires that Borrower remain in business for six months and retain employees. If the Borrower fails to remain in business for six months and retain employees shall constitute a default under this Note.

In the event of default, the entire outstanding balance shall become due and payable, at Lender's option, and Lender shall recover all its costs and expenses in enforcing this Note, including reasonable attorneys' fees and court costs incurred, whether or not suit has been filed on this Note. Borrower expressly waives notice of the exercise of this option.

Lender may waive certain terms or conditions of this Note. Any waiver must be in writing, and constitutes a waiver limited to the specific circumstances set forth in such writing, and not a waiver of any other requirement or condition of this Note.

4. **Default Rate of Interest:** On the occurrence of a Default under this Note, the entire unpaid principal balance shall then automatically bear interest at an annual rate equal to the lesser of (a) _ _[*number*]_ _ percent (_ _[*number*]_ _%) per annum or (b) the maximum interest rate allowed by law (the Default Rate).

5. **No Pre-Payment Penalty and Application of Payments:**

This Note may be prepaid, in whole or in part, without penalty, at option of Borrower and without the consent of Lender, as long as any principal prepayment is accompanied by a payment of interest accrued to the date of prepayment on the amount prepaid. In the event of partial pre-payments, regular monthly payments continue to be due on the dates and in the amounts set forth above.

Additional principal payments will not impact on the fact that regular monthly payments, in the full amount, must be received by Lender. Additional principal payments in addition to regular monthly payments will result in reduction in the number of monthly payments for the loan to be paid off.

Each payment under this Note shall be credited first to interest then due and any remainder to principal. All payments of principal under this Note shall be applied to the most remote principal installment then unpaid.

6. **Savings Clause:**

This Note shall be deemed a part of and shall be construed pursuant to the terms of the Loan Agreement signed by the parties, which agreement is attached hereto and incorporated herein, as though set forth in full. If any portion of this Note is found to be invalid or unenforceable, then, as far as reasonable, and possible, the remainder of the terms of the Note shall be valid and enforceable and the party's intent-that Borrower shall pay Lender the entire principal amount due under this Note, plus interest-shall be upheld.

7. **Security:**

This Note is secured by a security interest on the *equipment, furniture, computers and other office machines, supplies, tools, inventory, accounts receivable* of the business known as **[Borrower's Legal Name]** more fully described in the Loan Agreement between Lender and Borrower and dated on or about the same date as this Note. Borrower is advised that a UCC-1 Financing Statement will be filed with the California Secretary of State, to be released upon Borrower's payment in full of this Note and all obligations related to it.

8. **Governing Law/Jurisdiction/Venue:**

This Note is to be construed in accordance with and governed by the laws of the State of California. The parties agree that authority and venue should be in the courts of San Bernardino County, California.

9. **Waiver of any Claim of Consequential Damages and of Trial by Jury:**

In any suit between the parties, only actual damages may be recovered. The parties waive any right they might have to any claim for special, exemplary, consequential, or punitive damages. The parties also specifically waive any right they may have to a trial by jury. Each party signing

below has had the opportunity to consult with an attorney of their own choosing regarding signing this document.

10. **Usury:** All agreements between Borrower and Lender are expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or retention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of this Note or the interest or instrument securing this Note or any other agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If under any circumstances, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

11. **Costs Paid by Borrower**. Borrower agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the City, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this Promissory Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys' fees in any action to enforce payment of this instrument.

12. **Joint and Several Obligation**. Borrower and all other persons liable or to become liable for all or part of this indebtedness, jointly and severally waive demand, presentment for payment, notice of nonpayment, protest and notice of protest hereon, and agree to pay, in the Event of Default hereunder, all costs of collection, including reasonable attorneys' fees of City, whether or not suit is commenced.

13. **Time Is of the Essence**: Time is of the essence with respect to all obligations of Borrower under this Note.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date first written above.

Borrower:

[Borrower's Legal Name]

_____

[Signer(s) Legal Name(s), and Title(s)]

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Security Agreement Without Guarantor

[Borrower's Legal Name]- [Loan Product]- Loan # [Loan Number]

THIS **SECURITY AGREEMENT** ("Security"), dated for reference purposes **[Date]** is entered into by and among **[Borrower's Legal Name], [insert legal capacity]** ("Borrower"), and AmPac Tri-State CDC, Inc. (the "Lender") with reference to the following facts:

RECITALS

A. The Borrower has entered a Loan dated as of **[Date]**, (the "Loan Agreement"), with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is making a Loan to the Borrower in the original principal amount of **[Loan Amount ($0.00)]** (referred to as the "Loan").

B. As a condition of making the Loan, the Lender requires that the Borrower grant to Lender a perfected Security Interest in certain personal or real property as described herein.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions:** All capitalized terms used herein without definitions shall have their respective meanings provided therefor in the Loan Agreement. The term "State," as used herein, means the State of California. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein; provided, however, that the terms "Instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations", as used herein, means all of the Indebtedness, obligations, and liabilities of the Borrower to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Agreement including the Note described in the Loan Agreement, the term "Event of Default'"", as used herein, means the failure of the Borrower to pay or perform any of the obligations as and when due to be paid or performed under the terms of the Loan Agreement.

2. **Grant of Security Interests:** The Borrower hereby grants to the Lender, to secure the payment and performance in full of all of the obligations, a Security Interest in and so pledges and assigns to the Lender the following properties, assets and rights of the Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all

equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

3. **Authorization to File Financing Statements:** The Borrower hereby irrevocably authorize the Lender at any time and from time to time to file in any Uniform Commercial Code authority any initial financing statements and amendments thereto that:

    I. **[UCC Language from Credit Memo]**

4. Borrower/Debtor is a **[Type of Entity]** organized and existing in and under the laws of the State of California, at the following locations: **[Borrower's Address]**

    I. whether the Borrower is an organization, the type of organization and any organization identification number issued to the Borrower and,

    II. in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted Collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Borrower agrees to furnish any such information to the Lender promptly upon request.

5. **Relation to Other Security Documents:** The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by the Borrower to the Lender and securing the payment or performance of any of the obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of the Lender hereunder.

6. **Representation and Warranties Concerning Legal Status:** The Borrower represents and warrants that they are the individuals who have the authority to enter into this Agreement.

7. **Covenants Concerning Legal Status:** The Borrower covenant with the Lender as follows: **(A)** without providing at least 30 days prior written notice to the Lender, the Borrower, will not change their place of business or their mailing address **(B)** if the Borrower do not have an organizational identification number and later obtain one, the Borrower shall forthwith notify the Lender of such organizational identification number, and **(C)** the Borrower will not change their type of organization, jurisdiction of organization or other legal structure.

8. **Representations and Warranties Concerning Collateral, etc.:** The Borrower further represent the warrant to the Lender as follows:

    (A) The Borrower are the owners of, or will become the owner of the Collateral, free from any adverse lien, Security Interest, or other encumbrance, except for the Security Interest created by this Agreement,

    (B) None of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9-102(a)(34) of the Uniform Commercial Code,

    (C) None of the account debtor or other persons Obligated on any of the Collateral

is governmental authority subject to the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral,

(D) The Borrower has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statues and ordinances dealing with the control, shipment, storage or disposal of Hazardous Materials or Substances and

(E) All of the representations and warranties set forth in the Loan Agreement remain true and correct.

9. **Covenants Concerning Collateral, etc.:** The Borrower further covenant with the Lender as follows:

(A) The Collateral will all be kept at the Property and the Borrower, will not remove the Collateral from the Property without the express written consent of the Lender, which shall be requested by at least 30 days prior to written notice to the Lender,

(B) The Borrower shall be the owner of the Collateral free from any Lien, Security Interest, or other encumbrance, and the Borrower shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Lender

(C) The Borrower shall not pledge, mortgage, or create, or suffer to exist a Security Interest in the Collateral in favor of any person other than the Lender

(D) The Borrower will keep the Collateral in good order and repaid and will not sure the same in violation of law or any policy of insurance there on,

(E) The Borrower will permit the Lender, or its designee, to inspect the Collateral at any reasonable time, wherever located,

(F) The Borrower will pay promptly when due all taxes, assessment, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with the Agreement,

(G) The Borrower will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of Hazardous Materials or Substances, and

(H) The Borrower will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for dispositions with the express written consent of the Lender, which shall be requested by at least 30 days prior written notice to the Lender

10. **Collateral Protection and Preservation; Obligations and Duties:** Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each contract or Agreement comprised in the Collateral to be observed or performed by the Borrower. The Lender shall not have any obligation or liability under any such contract or Agreement by reason of or arising out of this Agreement or the receipt by the Lender of

any payment relating to any of the Collateral, nor shall the Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any such contract or Agreement, to make inquiry as to the nature of sufficiency of any payment received by the Lender in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or Agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Lender or to which the Lender may be entitled at any time or times. The Lender's sole duty with respect to the custody, safe keeping, and physical preservation of the Collateral in its possession, under keeping, and physical preservation of the Collateral in its possession, under §9-207 of the Uniform Commercial Code of the Status or otherwise, shall be to deal with such Collateral in the same manner as the Lender deals with similar properties for its own amount.

11. **Notification to Account Debtors and Other Persons Obligated on Collateral:** If an Event of Default shall have occurred and be continuing, the Borrower shall, at the request of the Lender, notify account debtors and other persons obligated on any of the Collateral of the Security Interest of the Lender in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Lender or to any financial institution designated by the Lender as the Lender's agent therefore, and the Lender may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon the Borrower, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Borrower shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments, and other Collateral received by the Borrower as trustee for the Lender without commingling the same with other funds of the Borrower and shall turn the same over to the Lender in the identical form received, together with any necessary endorsements or assignments. The Lender shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments, and other Collateral received by the Lender to the Obligations, such proceeds to be immediately entered after final payment in cash or other immediately available funds of the items giving rise to them.

12. **Power of Attorney:**

    12.1 Appointment and Powers of Lender: The Borrower hereby irrevocably constitute and appoint the Lender and any officer or agent thereof, with full power of substitution, as their true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Borrower or in the Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

        (A) Upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any Agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with

the Uniform Commercial Code of the State and as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do at the Borrower's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve, or realize upon the Collateral and the Lender's Security Interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Borrower might do, including, without limitation.

I. The filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights, and patentable inventions and processes,

II. Upon written notice to the Borrower, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Lender so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities and the execution, delivery, and recording, in connection with a sale or other disposition of any Collateral, of the endorsements, assignments, or other instruments of conveyance or transfer with respect to such Collateral; and

(B) To the extent that the authorization given herein is not sufficient, to file such financing statements with respect hereto, with or without the signature, or a photocopy of this Agreement in substitution for a financing statement, as the Lender may deem appropriate and to execute in the Borrower's names such as financing statements and amendments thereto and continuation statements which may require the Borrower's signatures.

12.2 Ratification by Borrower: To the extent permitted by law, the Borrower hereby ratify all that said attorney shall lawfully do or cause to be done by virtue hereof. This role of power of attorney is a power coupled with an interest and shall be irrevocable.

12.3 No Duty on Lender: The powers conferred on the Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for the amounts that it receives because of the exercise of such powers and neither it nor any of its officers, directors, employees, or agents shall be responsible to the Borrower for any act of failure to act, except for the Lender's own gross negligence or willful misconduct.

13. Remedies: If an Event of Default shall have occurred and be continuing, the Lender may, without notice to or demand upon the Borrower, declare this Agreement to be in Default, and the Lender shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code or of any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the

Collateral, and for that purpose the Lender may, so far as the Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Lender may in its discretion require the Borrower to assemble all or any part of the Collateral at such location or locations within the authority(ies) of the Borrower's principal office(s) or at such other locations as the Lender may designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give to the Borrower at least five business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Borrower hereby acknowledge that five business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Borrower waive all rights that it may have to a judicial hearing in Advance of the enforcement of any of the Lender's rights, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

14. **Standards for Exercising Remedies:** To the extent that applicable law imposes duties on the Lender to exercise remedies in a commercially reasonable manner, the Borrower acknowledge and agrees that it is not commercially unreasonable for the Lender:

(A) To fail to incur expenses deemed significant by the Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition,

(B) To fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third-party consents for the collection of disposition of Collateral to be collected or disposed of,

(C) To fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral,

(D) To exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of specialized nature,

(E) To contact other persons, whether or not in the same business as the Borrower, for expressions of interest in acquiring all or any portion of the Collateral,

(F) To hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature,

(G) To dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets,

(H) To dispose of assets in wholesale rather than retail markets,

(I) To deny disposition warranties,

(J) To purchase insurance or Loan enhancements to insure the Lender against risks of loss, collection, or disposition of Collateral or to provide to the Lender a guaranteed return from the collection or disposition of Collateral, or to the extent deed appropriate by the Lender, to obtain the services of other brokers, investment Lenders, consultants, and other professionals to assist the Lender in the collection of disposition of any of the Collateral. The Borrower acknowledges that the purpose of this Section 14 is to provide non-exhaustive indications of what actions of omissions by the Lender would not commercially unreasonable in the Lender's exercise of remedies against the Collateral and that other actions or omissions by the Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 14 shall be construed to grant any rights to the Borrower or to impose any duties on the Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 14.

15. **No Waiver by Lender:** The Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Lender with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively, or concurrently at such time or at such times as the Lender deems expedient.

16. **Suretyship Waivers by Borrower:** The Borrower waives demand, notice, protest, notice of acceptance of this Agreement, notice of Loans made, Loan extended, Collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any Security Interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable to the acceptance of partial payment thereon and the settlement, compromising, or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties. The Borrower further waives all other suretyship defenses.

17. **Marshal Obligation:** The Lender shall not be required to marshal any present or future Collateral security(including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such Collateral security or other assurances of payment in any order, and all its rights hereunder and in respect of such Collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the

extent that it lawfully may, the Borrower hereby agree that they will not invoke any law relating to the marshalling of Collateral which might cause delay in or impede the enforcement of the Lender's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Borrower hereby irrevocably waive the benefits of all such laws.

18. **Proceeds of Dispositions: Expenses:** The Borrower shall pay to the Lender on demand all expenses, including reasonable attorney's fees and disbursements, incurred, or paid by the Lender in protecting, preserving, or enforcing the Lender's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent received in cash, be applied to the payment of the Obligations in such order or preference as the Lender may determine proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all the Obligations and after making any payments required be Sections9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code, any excess shall be returned to the Borrower, and the Borrower shall remain liable for any deficiency in the payment of the Obligations.

19. **Overdue Amounts:** Until paid, all amounts due and payable by the Borrower hereunder shall be a debt secured by the Collateral and shall accrue interest at the rate indicated by the contract prejudgment and the legal rate thereafter.

20. **Governing Law:** Consent to Jurisdiction: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Borrower agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and consents to the non- exclusive authority of such court. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. **Counterparts.** This Agreement may be signed in counterparts and sill be binding on all parties hereto notwithstanding that all the parties are not signatories to the original or same counterpart. The parties agree that this document may be executed and delivered by facsimile, PDF transmission, any electronic signature complying with the applicable laws governing electronic signatures, California Uniform Electronic Transaction Act (Cal. Civ. Code Sections 1633.1-1633.17) or the U.S. Federal ESIGN Act of 200, as amended, or similar reproduction of such signed writing using electronic mail shall be as effective as an original executed signature page.

22. **Miscellaneous:** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Borrower and their respective successors and assigns and shall inure to benefit of the Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or

unenforceable, the validity of all other terms hereof shall in no way be affected thereby,

and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. The Borrower acknowledge receipt of a copy of this Agreement.

IN WITNESS WHEREOF, Intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written. This Security Agreement is dated: **[Date]**.

Borrower:

[Borrower's Legal Name]

_____

[Signer(s) Legal Name(s), and Title(s)]

Lender:

AmPac Tri-State CDC, Inc.

_____

Hilda J. Kennedy, Executive Director

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Unconditional Guarantee by Entity

Loan #	**[Loan Number]**
Loan Name	**[Loan Name]**
Guarantor	**[Guaranteeing Entity's Legal Name]**
Borrower	**[Borrower's Legal Name]**
Lender	AmPac Tri-State CDC, Inc. Dba AmPac Business Capital
Date	**[Date]**
Note Amount	**[Loan Amount ($0.00)]**

1. GUARANTEE:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender makes written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

2. NOTE:

The "Note" is the promissory note dated **[Date]** in the principal amount of **[Loan Amount ($0.00)]** from Borrower to Lender. It includes any assumption, renewal, substitution, or replacement of the Note, and multiple notes under a line of credit.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of the Note or any guarantee of the Note.

"Loan" means the loan evidenced by the Note.

"Loan Documents" means the documents related to the Loan signed by Borrower, Guarantor or any other guarantor, or anyone who pledges Collateral.

4. LENDER'S GENERAL POWERS:

Lender may take any of the following actions at any time, without notice, without Guarantor's consent, and without making demand upon Guarantor:

A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;

B. Refrain from taking any action on the Note, the Collateral, or any guarantee;

C. Release any Borrower or any guarantor of the Note;

D. Compromise or settle with the Borrower or any guarantor of the Note;

E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;

F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;

G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and

H. Exercise any rights it has, including those in the Note and other Loan Documents.

These actions will not release or reduce the obligations of Guarantor or create any rights or claims against Lender.

5. FEDERAL LAW:

When Lender is the holder, the Note and this Guarantee will be construed and enforced under federal law, including Lender regulations. Lender may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, Lender does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Guarantee, Guarantor may not claim or assert any local or state law against Lender to deny any obligation, defeat any claim of Lender, or preempt federal law.

RIGHTS, NOTICES, AND DEFENSES THAT GUARANTOR WAIVES:

To the extent permitted by law,

A. Guarantor waives all rights to:

1) Require presentment, protest, or demand upon Borrower;
2) Redeem any Collateral before or after Lender disposes of it;
3) Have any disposition of Collateral advertised; and
4) Require a valuation of Collateral before or after Lender disposes of it.

B. Guarantor waives any notice of:

1) Any default under the Note;
2) Presentment, dishonor, protest, or demand;
3) Execution of the Note;
4) Any action or inaction on the Note or Collateral, such as disbursements, payment, nonpayment, acceleration, intent to accelerate, assignment, collection activity, and incurring enforcement expenses;
5) Any change in the financial condition or business operations of Borrower or any guarantor;
6) Any changes in the terms of the Note or other Loan Documents, except increases in the amounts due under the Note; and
7) The time or place of any sale or other disposition of Collateral.

C. Guarantor waives defenses based upon any claim that:

1) Lender failed to obtain any guarantee;
2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
3) Lender or others improperly valued or inspected the Collateral;
4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;
5) Lender impaired the Collateral;
6) Lender did not dispose of any of the Collateral;

7) Lender did not conduct a commercially reasonable sale;
8) Lender did not obtain the reasonable value of the Collateral;
9) Lender did not make or perfect a claim upon the death or disability of Borrower or any guarantor of the Note;
10) The financial condition of Borrower or any guarantor was overstated or has adversely changed;
11) Lender made errors or omissions in Loan Documents or administration of the Loan;
12) Lender did not seek payment from the Borrower, any other guarantors, or any Collateral before demanding payment from Guarantor;
13) Lender impaired Guarantor's suretyship rights;
14) Lender modified the Note terms, other than to increase amounts due under the Note. If Lender modifies the Note to increase the amounts due under the Note without Guarantor's consent, Guarantor will not be liable for the increased amounts and related interest and expenses, but remains liable for all other amounts;
15) Borrower has avoided liability on the Note; or
16) Lender has taken an action allowed under the Note, this Guarantee, or other Loan Documents.

7. DUTIES AS TO COLLATERAL:

Guarantor will preserve the Collateral pledged by Guarantor to secure this Guarantee. Lender has no duty to preserve or dispose of any Collateral.

8. SUCCESSORS AND ASSIGNS:

Under this Guarantee, Guarantor includes heirs and successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.
B. LENDER NOT A CO-GUARANTOR. Guarantor's liability will continue even if Lender pays Lender. Lender is not a co-guarantor with Guarantor. Guarantor has no right of contribution from Lender.
C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.
D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.
E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.
G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.
H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.

I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.

J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

10. STATE – SPECIFIC PROVISIONS:

Guarantor waives its rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the guarantor by reason of California Civil Code Sections 2787 to 2855, inclusive. The guarantor waives all rights and defenses that the guarantor may have because the debtor's debt is secured by real property. This means, among other things: (1) The creditor may collect from the guarantor without first foreclosing on any real or personal property collateral pledged by the debtor. (2) If the creditor forecloses on any real property collateral pledged by the debtor: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (B) The creditor may collect from the guarantor even if the creditor, by foreclosing on the real property collateral, has destroyed any right the guarantor may have to collect from the debtor. This is an unconditional and irrevocable waiver of any rights and defenses the guarantor may have because the debtor's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure. The guarantor waives all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise.

11. GUARANTOR ACKNOWLEDGEMENT OF TERMS.

Guarantor acknowledges that Guarantor has read and understands the significance of all terms of the Note and this Guarantee, including all waivers.

12. GUARANTOR NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated as Guarantor under this Guarantee.

Guarantor:
[Guarteeing Entity's Legal Name]

_____
[Signer(s) Legal Name(s), and Title(s)]

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Disbursement Request and Authorization

[Borrower's Legal Name]- [Loan Product] Loan #[Loan Number]

LOAN TYPE: [Loan Product]. This is a Fixed Rate Loan for **[Loan Amount ($0.00)]**, due on **[Maturity Date]**.

PRIMARY PURPOSE OF LOAN: [Primary Use of Funds]. The primary purpose of this Loan is for **[Primary Use of Funds]**.

DISBURSEMENT INSTRUCTIONS: Borrower understands that no Loan proceeds will be disbursed until all of Lender's conditions for making the Loan have been satisfied. Please disburse the Loan proceeds as follows: **[Special Disbursement Instructions, If Applicable]**.

Other Disbursements:	**[Total of Disbursements]**
[Disbursement(s)]	**[($0.00]**

Total Financed/Prepaid Charges:	**[Total Fees]**
Loan Packaging and Processing:	**[($0.00]**
Legal Fees:	**$350.00**
Out of Pocket and Interest to Month End:	**[($0.00]**

Note Principal Amount: **[Total Principal Amount]**

FINANCIAL CONDITION: BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER.

THIS DISBURSEMENT REQUEST AND AUTHORTIZATION IS DATED: [DATE].

Borrower:
[Borrower's Legal Name]

_____

[Signer(s) Legal Name(s), and Title(s)]

City of Fontana's Empowerment Revolving Loan Fund Program
Administered by AmPac Tri-State CDC, Inc. dba Ampac Business Capital
Authorization Agreement for Pre- Authorization Payment (Debit)

I (We) authorize AmPac Tri-State CDC, Inc dba AmPac Business Capital to initiate debit entries payable to the account (described below) and bank (named below) to debit the amounts of such entries:

☒ Periodically as such amounts become due, without further authorization (standing authorization);

Bank name

Address

City **State** **Zip**

Account: ☒ Checking ☐ Savings ☐ Other

Transit ABA

Transit routing number **Check digit** **Account number information**

Check Digit is the Last Digit in the Routing Number

Designated by Federal Reserve.

NOTICE: When completing account number information, insert a hyphen (-) for each Dash Cue Symbol (-) contained in the field and insert a number sign (#) for each "On Us" Cue Symbol (|').

This form must be provided to AmPac Tri-State CDC, Inc. dba AmPac Business Capital prior to the 15th of the month for ACH changes/new accounts to be effective on the first of the subsequent month.

Account Name (as shown on Check)

[Date]

Signature **Date**

[Date]

Signature 2 (as required) **Date**

Attached Voided Check (Required): ☒ Yes ☐ No

If a Voided Check is not available, a screenshot from the Mobile Banking App reflecting the Routing and Account Number will Suffice

For AmPac Business Capital Use Only:	
CDC Number:	**09-697**
Borrower's Name:	**[Borrower's Legal Name]**
Loan Type:	**[Loan Type]**
Loan Number:	**[Loan Number]**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Fontana's Empowerment Revolving Loan Fund Program
Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital
Advertising/Marketing Release Form
[Borrower's Legal Name]- [Loan Product] Loan #[Loan Number]

Date: [Date]

Borrower's Name: [Borrower's Legal Name]

Business Address: [Business Address]

In addition to that information which is available via public record, such as loan amount and the name of the Borrower and the Business, this Release authorizes AmPac Tri-State CDC, Inc. dba AmPac Business Capital to use the names and pictures of the business principals, pictures of the business and any testimonials given by the undersigned ("Borrower Information").

By signing below, the undersigned acknowledges that AmPac Tri-State CDC, Inc. dba AmPac Business Capital is relying on this Advertising/Marketing Release in preparing and using press releases, advertising, and marketing materials.

Please acknowledge your agreement and consent to the foregoing by executing this Advertising/Marketing Release Form. Thank you for your support of AmPac Tri-State CDC, Inc. dba AmPac Business Capital.

The Borrower hereby agrees and consents to the above listed terms and conditions ☐

The Borrower hereby opts of the above listed terms and conditions ☐

Borrower:
[Borrower's Legal Name]

_____
[Signer(s) Legal Name(s), and Title(s)]

City of Fontana's Empowerment Revolving Loan Fund Program
Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital
Certification of Identity
[Borrower's Legal Name]- [Loan Product] Loan #[Loan Number]

I, **[Signer's Legal Name]**, hereby certify:

THAT, **[Signer's Legal Name]**, whose name appears on the loan papers and **[Variations of Signer's Legal Name on Application Forms]**, whose name appears on various other documents in connection with said **[Loan]** are on and the same person.

I FURTHER CERTIFY, that my date of birth is **[Signer's Date of Birth]**, and my social security number is **[Signer's Social Security Number]**.

This Certification is dated: [Date]

_____
[Signer's Legal Name], individually

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Closing and Business Purpose Certifications

Post-Closing Compliance and Document Correction Agreement

[Borrower's Legal Name]- [Loan Product]- Loan #[Loan Number]

In consideration of the loan made by AmPac Tri-State CDC, Inc. dba AmPac Business Capital ("Lender") to **[Borrower's Legal Name]** ("Borrower") in the amount of **[Loan Amount ($0.00)]** ("Loan") and to induce the Lender to make the Loan, the undersigned do(es) hereby represent, certify, covenant, and agree as follows:

1. The proceeds of such Loan will be used solely for the following business or commercial purposes: **[Use of Funds]** as set forth in the applicable Loan Approval Letter Loan #**[Loan Number]** dated **[Date]** as modified.

2. No parts of the proceeds of such Loan will be used for personal, family, or household purposes.

3. The undersigned is exercising and will continue to exercise actual control over the managerial decisions of the Borrower concerning the use of funds and/or credit to be derived from the Loan.

4. The Loan is not secured by an assignment of wages, salaries, or compensation for the services of the undersigned nor by the household furniture or other goods of the Borrower or the undersigned used for personal, family, or household purposes.

5. The undersigned hereby agrees to indemnify and save hold Lender, its successors and assigns, harmless from and against any and all liabilities, losses, damages, suits, judgements, executions, costs, and expenses, including, without limitation, reasonable attorney's fees and expenses, which may or shall arise or be incurred by Lender by reason of Lender's consummation of the aforementioned Loan in reliance upon the representations and warranties contained herein and in any documents delivered to Lender by the undersigned in connection with the Loan.

6. **(Please Initial A or B) The undersigned represent and warrant that:**

_____ **a.** They are represented by legal counsel of their choice, are fully aware of the terms and conditions of the loan transaction and all related transactions and have voluntarily and without coercion or duress of any kind, entered into the transaction(s) and the documents executed in connection with the transaction(s).

-OR-

_____ **b.** They have knowingly and intentionally waived their right to have legal counsel of their choice review and represent them with respect to the loan transaction and all related transactions. They further acknowledge that Lender's legal staff have acted only as in-house counsel to the Lender in this transaction. Any work performed by said Lender legal staff at their request has been solely ministerial in nature; they have been advised of their right to retain legal counsel in the loan transaction and all related transactions and have voluntarily waived their right to do so.

7. As of this date, there have been no unremedied adverse changes in the Borrower(s) or Guarantor(s) financial condition, organizations, operations or fixed assets and there are no outstanding tax liabilities owed as of this date, including, but not limited to the following: Federal, State, and Local income and other taxes since the loan application was submitted to Lender.

a. If any properties pledged as collateral are designated by the Federal Government as falling within the boundaries of a special flood hazard area and Federal Flood Insurance becomes available, the undersigned will purchase and maintain such insurance in the amounts and coverage equal to or lesser of **(a)** the insurable value of the property, or **(b)** the maximum limit of coverage available at subsidized rates during the life of the Loan.

b. F.I.C.A. and Withheld Income Tax of the Borrower are currently being deposited on a regular basis. All other payroll taxes are paid or deposited quarterly. The undersigned hereby certifies that Borrower is current on all Federal and State taxes, including, but not limited to, income taxes, payroll taxes, real estate taxes, and sales taxes, and that all future taxes will be paid when due.

c. All insurance, licenses, permits and/or other approvals necessary to lawfully operate the Borrower's business have been obtained or have been applied for and will be obtained. To the extent that it may later be determined that any additional insurance, licenses, permits and/or other approvals may be required, the undersigned will immediately secure them and forward copies to Lender once they have been obtained.

8. In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, the undersigned agree(s) as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, the undersigned will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate documents. All documents Lender requests of Borrower(s) and/or Guarantor(s) shall be referred to as "Replacement Documents." The undersigned agree(s) to deliver the Replacement Documents within ten (10) days after receipt by the undersigned of a written request for such replacement. The undersigned also agree(s) that upon request the undersigned will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) and/or Guarantor(s) for any cost or fee associated with the Loan, which for whatever reason it was not collected at closing ("Additional Fees").

a. Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to the

undersigned, or any of them at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

b. Failure or refusal by the undersigned to comply with the terms of the correction request shall constitute a default under the note and/or mortgage/deed of trust and shall give Lender the option of declaring all sums secured by the Loan documents immediately due and payable.

c. If Failure or refusal by the undersigned to execute, acknowledge, initial, and deliver the Replacement Documents or provide the Replacement Documents or Additional Fees to Lender more than ten (10 days after being requested to do so by Lender and understanding that Lender is relying on these representations, Borrower(s) agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby, including, but not limited to all reasonable attorney's fees and costs incurred by Lender.

9. The undersigned have read all the Loan documents relating to the Loan and understand(s) the meaning and content of said Loan documents.

10. The undersigned understands and acknowledges that the representations made herein are material to Lender's decision to close and fund the Loan and that Lender is relying upon these representations in connection with the making of the Loan. The undersigned further acknowledge and understand that the obligations enumerated herein shall survive closing and that any failure to comply with the obligations as set forth herein shall constitute a default under the Loan documents, entitling Lender to pursue any and all remedies set forth in the Loan documents, including, but no way limited to acceleration of the indebtedness.

11. Any documents required to be delivered to Lender shall be delivered to the offices of 3110 B Inland Empire Blvd. Ontario, CA 91764.

12. This agreement will survive the closing of the Loan and inure to the benefit of the Lender's successors and assigns and binding up the heirs, successors, and assigns of Borrower(s).

Signature Provisions on Following Page

City of Fontana's Empowerment Revolving Loan Fund Program

Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital

Closing and Business Purpose Certifications

Post-Closing Compliance and Document Correction Agreement

[Borrower's Legal Name]- [Loan Product]- Loan #[Loan Number]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth herein.

Dated: [Date].

Borrower:
[Borrower's Legal Name]

_____
[Signer(s) Legal Name(s), and Title(s)]

Guarantor(s):
[Guarantor(s) Legal Name(s)]

_____
[Signer(s) Legal Name(s)], Individually

File #: 25-0634
Agenda #: AD.

Agenda Date: 10/28/2025
Category: Consent Calendar

FROM:
Development Services

SUBJECT:
Memorandum of Understanding between the County of San Bernardino, the City of Fontana, and participating cities for the property located at 11109 Jasmine Street.

RECOMMENDATION:
1. Approve the Memorandum of Understanding (MOU) between the City of Fontana, the County of San Bernardino, and the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland for the operation of the West End Navigation Center for a term of ten (10) years from the effective date, at an initial annual cost of $1,000,000 to the City of Fontana.

2. Authorize the City Manager, or designee, to execute the MOU and related documents necessary to implement participation.

COUNCIL GOALS:
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by address Homelessness through proactive programs, including the efforts of the COAST and MET teams.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state, and federal governments.

DISCUSSION:
The City of Fontana has identified Homelessness and Homeless prevention as a top priority. To address this need, the County of San Bernardino, and participating cities are developing the West End Navigation Center (WENC), a 200-bed, full-service regional facility located at 11109 Jasmine Street, Fontana. The City acquired the property with the intent to convert the existing facility, through the Tenant Improvement Project, into a Regional Navigation Center. Design is underway with the construction estimated expected to last 9-12 months.

The Navigation Center represents a regional solution that goes beyond traditional shelters or short-term motel vouchers. It is designed as a low-barrier, housing-focused service hub that reduces barriers, provides stability, and connects people directly to permanent housing. Core Features include:

- 200 beds: 100 emergency shelter, 100 recuperative medical care, plus a sobering center.
- 24/7 operations: Residents remain in place; stability is prioritized.
- Referral-only admissions with “No Walk-Ins / No Walk-Offs”: All entries and exits are coordinated for safety and continuity.
- One-stop service model: Behavioral Health, Substance Use Services, Public Health, Transitional Assistance, Workforce Development, and the Office of Homeless Services (OHS) for housing navigation and Continuum of Care coordination.
- Low-barrier design: Guests may bring pets, personal belongings, and partners.
- Comprehensive supports: Meals, case management, benefits enrollment, transportation, and employment services.

The County has committed $25M in capital and reserves, reducing local upfront costs with the following financial structure:

- County Capital Investment: $20M projected to acquire the building fully improved from the City of Fontana.
- County Operating Reserve: $5M Capitalized Operating Subsidy Reserve (COSR).

As a participating city, the City of Fontana also serves as the host city. The contributions of the participating cities for the first year of operation of the WENC will be $3.0 million. Contributions are based upon the size and population of each city party and the estimated unhoused population within each. Contributions by city are as follows:

- Chino: Two Hundred Thousand Dollars ($200,000.00)
- Chino Hills: Two Hundred Thousand Dollars ($200,000.00)
- Fontana: One Million Dollars ($1,000,000.00)
- Montclair: Two Hundred Fifty Thousand Dollars ($250,000.00)
- Ontario: Two Hundred Fifty Thousand Dollars ($250,000.00) annually for the first three (3) operational years
- Rancho Cucamonga: Three Hundred Thousand Dollars ($300,000.00)
- Rialto: Two Hundred Fifty Thousand Dollars ($250,000.00)
- Upland: Two Hundred Fifty Thousand Dollars ($250,000.00)
- County: Four Hundred Seventy-Five Thousand Dollars ($475,000.00)

City contributions shall be adjusted annually by the value of the immediately preceding January Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario, but not to exceed five percent (5%). Contribution levels will be evaluated every two years and adjusted for the most recent Point-in-Time Count, actual usage, actual cost of WENC operation, and a review of grant funding.

FISCAL IMPACT:
The annual fiscal impact associated with the approval of this item is $1,000,000 as the City’s allocated cost of the WENC operations once the facility is operational. This was included in the Fiscal Year 2025/2026 budget in account no. 10130000 8130

MOTION:

Approve staff recommendation.

MEMORANDUM OF UNDERSTANDING

between

THE CITIES OF CHINO, CHINO HILLS, FONTANA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, RIALTO, and UPLAND

and

SAN BERNARDINO COUNTY

for the

OPERATION OF A REGIONAL NAVIGATION CENTER

This Memorandum of Understanding ("MOU") is entered into as of December 16, 2025 ("Effective Date") by and between the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland, each of which is a municipal corporation organized and existing under the laws of the State of California (referred to individually as "City Party" and collectively as "the City Parties"), and San Bernardino County, a political subdivision of the State of California ("County"). The City Parties and the County may be referred to individually as "Party" and collectively as "the Parties."

Recitals

WHEREAS, the Parties, like many regions throughout California, have experienced significant growth in their unhoused population in recent years, presenting complex challenges driven by untreated substance use and mental health disorders, rising housing costs, and insufficient emergency, transitional, and affordable housing resources; and

WHEREAS, this growth in the unhoused population has resulted in increased incidents of camping and loitering on public rights-of-way, parks, and other public property within the Parties' jurisdictions, creating public health and safety concerns while straining municipal resources; and

WHEREAS, the Parties desire to cooperate to address homelessness through collaborative, evidence-based approaches that prioritize both public safety and the dignified treatment of unhoused individuals; and

WHEREAS, the Parties seek to implement comprehensive solutions to balance enforcement with meaningful support services; and

WHEREAS, the Parties recognize that addressing homelessness effectively requires collaborative regional efforts and hereby commit to establishing an emergency housing facility that offers integrated support services—including case management, behavioral health care, medical oversight, coordinated social services, transportation support, and housing placement assistance—designed to help residents successfully transition to permanent, stable housing; and

WHEREAS, the Parties further commit to establishing clear pathways from emergency housing to permanent housing solutions by providing coordinated access to transitional housing, permanent supportive housing, and affordable housing opportunities within their respective jurisdictions; and

WHEREAS, the Parties recognize the need for professional expertise in delivering trauma-informed, comprehensive services that address the complex needs of unhoused individuals and families; and

WHEREAS, this collaborative approach represents the Parties' commitment to addressing homelessness through shared resources, coordinated planning, and evidence-based practices that serve both unhoused individuals and the broader community; and

WHEREAS, the Parties' respective governing bodies have reviewed and approved this MOU, finding that this regional partnership advances the health, safety, and welfare of all residents within their jurisdictions; and

WHEREAS, the Parties desire to cooperate in good faith to operate a new regional emergency housing and services center; and

WHEREAS, the Parties desire to define the responsibilities of each Party with respect to the funding and operation of a new Regional Navigation Center.

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I. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated and made a substantive part of this MOU by this reference.

II. PURPOSE

A. The Parties desire to work together cooperatively and in good faith towards funding and operating a Regional Navigation Center ("Facility"). The Facility will operate as a referral-only facility with managed access protocols designed to ensure safety and security for all participants. The Facility will serve individuals who meet established eligibility criteria for each program component, providing comprehensive in-house services, case management, medical oversight, and coordinated service delivery within an environment optimized for successful outcomes.

B. This MOU is intended to define the rights and responsibilities of the Parties with respect to the establishment, funding, and operation of the Facility for homeless individuals as defined by the U.S. Department of Housing and Urban Development (HUD) and the State of California, including individual adults (persons 18-years of age or older), individual adults (parent or guardian) with children, and families (married or unmarried adult partners with children) experiencing homelessness within the referring Party's respective jurisdiction, as further described herein.

III. TERM

A. **Initial Term, Extension**. This MOU shall be effective as of the Effective Date and shall remain in force and effect for ten (10) years unless terminated earlier by mutual agreement of the Parties pursuant to Section IV of this MOU. Thereafter, this MOU shall automatically renew for one additional five (5) year term unless any Party provides written notice of non-renewal to all other Parties at least ninety (90) days prior to the expiration of the initial term, or the Parties may mutually agree in writing to a renewal term of two (2), three (3), or four (4) years instead.

B. **Renewal**. After the initial term and first extension, as provided for in Section III.A of this MOU, lapse, the terms of this MOU may be renegotiated between the Parties, for a successor MOU, or the Parties may agree, upon written approval of their respective governing Boards or Councils, to extend this Agreement for consecutive one-year terms.

IV. TERMINATION

A. **Mutual Termination.** Notwithstanding the term set forth in Section III.A of this MOU, this MOU may be terminated at any time upon the written agreement of at least six (6) City Parties and the County to this MOU. Such termination shall be evidenced by a written instrument executed by the authorized representatives of at least six (6) participating city jurisdictions and the County, and shall specify the effective date of termination.

B. **Individual Party Withdrawal.** Beginning in the ninth (9th) year after the Effective Date of this MOU, any City Party may withdraw from this MOU by providing twelve (12) months advance written notice to all other Parties. The withdrawing Party must continue all obligations, including timely payment of costs and any applicable termination fees,

through the effective date of withdrawal. Notwithstanding the above, beginning in the third (3rd) year after the Effective Date of this MOU, the City of Ontario may withdraw from this MOU by providing three (3) months advance written notice to all other Parties.

C. **Termination Fee Prior to End of Ten-Year Term**. The termination fee payable by any City Party terminating its participation pursuant to Section IV.B of this MOU shall be equal to the unpaid portion of the ten (10) year commitment as calculated from the effective date of termination through the end of the Term. The termination fee shall be paid by the terminating City Party to the County not later than six (6) months before the effective date of termination, unless another agreeable date is reached and agreed to by the County. Failure to timely remit the termination fee shall render a City Party's notice of termination ineffective. Notwithstanding the above, the City of Ontario shall not be subject to the termination fee regardless of whether Ontario terminates the agreement upon three (3) years of Facility operations or later.

V. COUNTY RESPONSIBILITIES

A. **Facility**. The County shall be responsible for the acquisition and operation of the Facility, to be located at 11109 Jasmine Street, Fontana, California 92337.

B. **Host City.** The City of Fontana agrees to serve as the host city for the Facility and to allow the Facility to be located and operated within its jurisdiction for the purposes set forth in this MOU for such term as the MOU remains in force and effect. As host city, the City of Fontana shall provide or facilitate necessary municipal services, permits, zoning approvals, and regulatory compliance required for the Facility's operation, notwithstanding any possible termination of the City of Fontana's participation in the MOU pursuant to Section IV of this MOU. The County agrees to coordinate with the City of Fontana in its role as host city and to support Fontana in fulfilling its host city responsibilities.

C. **Establishment of Facility**. The County agrees to be responsible for the acquisition of the Facility, property start-up costs, and its identified portion of operational costs as set forth in Section VII of this MOU. The County shall pay all costs and expenses associated with the operation and maintenance of the Facility and the provision of services at the Facility, except for the amounts set forth in Section VII of this MOU for which the City Parties shall be responsible. Annual operating costs that exceed the agreed-upon threshold established in Section VII shall be subject to negotiation among all Parties prior to the County's obligation to pay such excess costs.

D. **Vendor of Choice**. The operation and management of the Facility and the provision of the services at the Facility, as described in Section VI of this MOU, shall be performed by a vendor selected by the County through a County-directed procurement process.

1. **Operations Agreement**. The County and Facility Operator, and other vendors and sub-vendors as determined necessary and appropriate by the County, shall enter into agreement for operation and management of the Facility, such duties to encompass, among other things, the matters described in Section VI of this MOU.

2. **Vendor Oversight**. The County shall, at all times, have the duty and responsibility to oversee the conduct and performance of any vendor and sub-vendors, and take appropriate measures to ensure vendors are, at all times, in compliance with the

provisions of this MOU and any operations agreements between the County and such vendors.

E. **Mission Oversight**. The County shall oversee the successful achievement of the Facility's mission to serve the unhoused population and achieve a short- and long-term reduction in the unhoused population within the jurisdictions of the Parties.

F. **Service Outcomes**. The County shall oversee service outcomes related to the sheltering, care, and treatment of Facility clients.

G. **County Insurance**. The County shall obtain and maintain appropriate policies of insurance or self-insured retention in accordance with the minimum requirements for the types and amounts of coverage established by the County's risk management standards, or as otherwise established in policies established by the County for operation of the Facility.

H. **Indemnification and Insurance Requirements**

1. Indemnification. To the fullest extent permitted by law, County shall indemnify and hold harmless City Parties, and each of them (individually, a "City Party"), together with their officials, officers, employees, agents, and volunteers from and against any and all claims, actions, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of County, its officers, agents, employees, consultants, subconsultants, vendors, or sub-vendors (including the officers, employees, agents, contractors and volunteers of any vendor or sub-vendor performing work or services at, or in connection with, the Facility or its operation) in the performance of services under this MOU or the performance of any work or service at or in connection with the Facility or its operation. County's duty to indemnify and hold harmless a City Party shall not extend to that City Party's sole or active negligence.

In the event a City Party is made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services contemplated by this MOU, or the performance of work or services at or in connection with the Facility by any individual or entity, and upon demand by the City Party, County shall defend the City Party at County's cost to the extent the matters arise from, relate to or are caused by County's negligent acts, errors or omissions in connection with the performance of services under this MOU or the negligent acts, errors, or omissions of any County officer, official, employee, consultant, subconsultant, vendor, or sub-vendor (including the officers, employees, agents, contractors and volunteers of any vendor or sub-vendor) in the performance of any work or service at or in connection with the Facility or its operation. In the event of any dispute between County and a City Party, as to whether liability arises from the sole or active negligence of the City Party or its officers, employees, or agents, County will be obligated to pay for City Party's defense until such time as a final judgment has been entered adjudicating the City Party as solely or actively negligent. County will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

2. **Insurance**. County and City Parties are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against

liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

I. **Licenses**. The County shall be responsible for obtaining and maintaining, at all times while this MOU is operational and in effect, all business licenses, professional licenses or certifications, and permits, if any, determined by the County to be necessary for operating and providing services at the Facility pursuant to this MOU.

1. **Vendor Licenses**. The County shall ensure that each party providing services or otherwise engaged in the delivery of services to the Facility, including but not limited to the Facility Operator, shall obtain and maintain, at all times, all business licenses, professional licenses or certifications, and permits, if any, determined by the County to be necessary for operating and providing services at the Facility pursuant to this MOU.

J. **Records**. The County shall be responsible for maintaining complete and accurate records with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to this MOU. Such records shall be retained during the term of this MOU and for five (5) years after the termination of the MOU. The County shall also be responsible for establishing and maintaining on a current basis an adequate accounting system in accordance with generally accepted accounting principles. The County shall further be responsible during the term of this MOU for the preparation of an annual report to the City Parties, in a format approved by the City Parties, with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to this MOU.

1. **Vendor Records**. The County shall ensure that all vendors under contract to provide services to the Facility maintain complete and accurate records with respect to all services and programs performed at the Facility, including records related to all costs and expenses incurred pursuant to their operational agreement with the County. To that end, County must ensure that each of its vendor operating agreements requires the vendor to:
   a) Retain all records during the term of their respective operational agreement and, in the event of termination of the operational agreement, provide and turn over all records maintained by the vendor in relation to services provided under the operational agreement to the County. In the event of dispute related to providing and turning over records to the County, the vendor shall retain such records indefinitely until such matters of dispute are resolved either through mutual agreement, dispute resolution, mediation, or by order of a court of competent jurisdiction.
   b) Be responsible for establishing and maintaining on a current basis an adequate accounting system in accordance with generally accepted accounting principles.
   c) Be responsible during the term of their operational agreement, for the preparation of annual reports required by the County, in a format approved by the County, with respect to all services and programs performed at the Facility and all costs and expenses incurred pursuant to their respective operational agreement.
2. **Data-Sharing**. The County shall provide the City Parties with Homeless Management Information System (HMIS) project-level data on a quarterly basis. The data submission shall include, at a minimum, information on client demographics; services provided; bed utilization records by jurisdiction; project

enrollments and exits; recidivism rates within six (6) to twelve (12) months; housing outcomes and cost incurred per outcome. Data shall be submitted in a format approved by the City Parties and within fifteen (15) days following the end of each quarter. The City Parties reserve the right to request additional HMIS data or performance reports as necessary to evaluate program outcomes and compliance with funding requirements.

K. **Financial Audit**. The County shall annually conduct a financial audit of Facility Operator's financial records related to the performance of this MOU.

1. **Frequency of Audit**. Such audits may be conducted by the County or its authorized representatives at reasonable times during normal business hours upon providing reasonable written notice to vendors. Additional audits may be conducted upon reasonable request by the Parties or in response to security incidents.

2. **Scope and Methodology**. The purpose of such audits is to ensure compliance with the terms of this MOU and to verify the accuracy of vendors' performance. The audit shall be conducted in accordance with industry best practices and any relevant standards specified in this MOU.

3. **Access and Documentation**. Vendors shall provide the County or its authorized representatives with access to all relevant records, documents and facilities necessary to conduct each annual audit. Documents to be audited shall include, but not be limited to invoices, contracts, quality control records, and any other documentation pertinent to the audit scope.

4. **Reporting and Remediation**. Following completion of each annual audit, the County shall report to the Oversight Committee regarding the performance of the vendor, including any identified discrepancies, non-compliance issues, or areas for improvement.

5. **Vendor Compliance/Non-compliance**. The County shall be responsible for addressing issues of non-compliance with the vendor and ensuring timely implementation of corrective actions. The County shall work with the vendor to develop and monitor corrective action plans and take enforcement measures as necessary to ensure full compliance with this MOU and applicable operational agreements.

6. **Confidentiality of Records**. Parties agree to maintain confidentiality of any proprietary, sensitive, confidential, or patient/client information disclosed during the annual audit. All audit-related findings and communications shall be treated as confidential, unless otherwise required by law or regulating authorities.

7. **Costs**.
   a. **Audit Costs.** The County shall bear all costs associated with the annual audit described in this Section V.K. The County shall not charge the City Parties for any expenses directly related to conducting or procuring the annual audit of the Facility Operator's financial records.
   b. **Administrative Fee.** Separately, the County may assess an administrative fee to recover reasonable costs associated with its management and oversight of the Facility, including fiscal administration, contract management, compliance monitoring, and coordination of reporting

requirements. Any such administrative fee shall not exceed a reasonable percentage of total operating costs and shall be disclosed annually to the Oversight Committee as part of the County's presentation of the Facility's annual operating budget.

8. **Dispute Resolution**. Any disputes arising from audit findings or related matters shall be resolved in accordance with dispute resolutions agreed to between the County and vendors, and consistent with the broader dispute resolution process set forth in Section IX.J of this MOU. The County shall make reasonable efforts to mediate and resolve audit-related concerns in collaboration with the Facility Operator and the affected City Parties prior to escalation

L. Oversight Committee. An Oversight Committee is hereby established, comprised of one (1) leadership representative from each participating jurisdiction, who shall be either the City Manager, Chief Executive Officer, or an Elected Official from such jurisdiction. The Oversight Committee shall provide high-level oversight of this MOU and ensure the effective deliverance of the mission. The Oversight Committee shall have the authority to review overall program performance, strategic direction, and compliance with the terms of this MOU. The Oversight Committee shall meet at least once annually to fulfill its duties under this MOU.

M. Operations Committee. An Operations Committee is hereby established, comprised of one (1) representative from each participating jurisdiction who has technical knowledge of homeless and/or housing issues. The Operations Committee shall provide guidance on policy matters, regional collaboration efforts, and referral processes. The Operations Committee shall review statistical reports on a monthly basis and shall meet monthly to fulfill its duties under this MOU. The Operations Committee may make recommendations to the Oversight Committee regarding operational improvements, policy adjustments, and program effectiveness measures.

1. **Committee Representation**. Each participating jurisdiction shall designate its representatives to both the Oversight Committee and Operations Committee within thirty (30) days of executing this MOU. Jurisdictions may change their designated representatives upon written notice to all other Parties, provided that replacement representatives meet the qualifications set forth in this MOU.

2. **County Responsibilities**. In addition to producing and delivering the agenda to the City Parties and conducting meetings of the Committees, the County shall be tasked with the following:
   a) Facilitate communication and discussion during Committee meetings.
   b) Serve as public information officer related to actions of the Committees and matters related to the operation and management of the Facility.
   c) Provide research as needed for the Committees.
   d) Recommend policies for review or development, and ensure existing policies comply with all local, state and federal laws and guidelines by staying up to date with relevant laws and regulations.
   e) Administer a grants program for management and operation of the Facility, report to the Committees on available grants, oversee application for state and federal grants, and retain, disburse or seek reimbursement of grant funds as applicable.

f) Require the Facility vendor for operations and management to submit an annual budget and present the annual budget to the Oversight Committee for review and consideration.

3. **City Parties Responsibilities**. In addition to serving in an advisory role to the County, the City Parties shall be tasked with the following:
   a) Review Operations Committee agenda materials and participate in meetings.
   b) Provide policy recommendations and review current policies as recommended by the County.
   c) Provide grant recommendations.
   d) Review and consider the Facility vendor for operations and management's annual budget.
   e) Serve as ambassadors to further the Facility's mission and vision.

VI. SCOPE OF SERVICES

The Facility will operate as a referral-only, low-barrier emergency shelter with comprehensive services designed to support individuals experiencing homelessness in stabilizing and transitioning to permanent housing. The Facility will be open 24 hours a day, 7 days a week, 365 days per year, and will include three core program components: Emergency Shelter Services, Recuperative Care Services, and Sobering Center Services.

A. Emergency Shelter Services

The Facility will provide congregate and non-congregate emergency shelter accommodations for unhoused individuals referred by participating jurisdictions. Services will include meals, hygiene and laundry facilities, intensive case management, housing navigation, access to public benefits, life skills development, transportation assistance, and coordination with the Coordinated Entry System (CES).

B. Recuperative Care Services

Recuperative care addresses the critical gap between hospital discharge and safe housing for homeless individuals who require continued medical recovery but do not need acute hospital-level care. The Facility shall operate as a recuperative care facility providing temporary residential accommodations, basic medical oversight, medication management, wound care, assistance with activities of daily living, case management, and care coordination. These services are designed for homeless individuals recovering from illness, injury, surgery, or other acute medical conditions who cannot safely recover in traditional shelter environments or on the streets, with the goal of supporting complete medical recovery and facilitating transition to appropriate long-term housing solutions.

C. Sobering Center Services

The Facility will include a monitored space for individuals under the influence of alcohol or other substances who do not require hospitalization. Services will include medical monitoring, crisis intervention, substance use disorder referrals, and coordination with law enforcement and emergency services.

D. Operations and Access Protocols

The Facility will not accept walk-ins. All guests must be referred by an approved entity. A bed reservation system will be maintained to manage referrals and ensure capacity coordination. Upon discharge—whether voluntary or involuntary—the Facility Operator will coordinate alternate housing placement or provide return transportation to the originating city, except in cases involving individuals deemed violent or dangerous, in which case coordination with appropriate agencies (e.g., law enforcement, behavioral health, probation/parole) will occur.

E. Commercial Kitchen and Support Services

The Facility will have a commercial kitchen capable of preparing up to 600 meals daily, accommodating dietary needs and complying with applicable food safety regulations. Guests will also have access to medical and behavioral health services, substance use disorder treatment referrals, discharge planning, aftercare coordination, and benefits enrollment. Services will be delivered in accordance with an Operations Plan developed by the County and the Facility Operator, reviewed by the Operations Committee, and approved by the host jurisdiction.

F. Compliance and Oversight

1. **Low Barrier**. The Facility shall operate as a low-barrier navigation center accessible to homeless individuals and families regardless of income, mental health status, or substance use disorders. The Facility shall accommodate residents' personal belongings, pets, and partners within operational capacity. Barriers to entry shall be minimal, and case managers will provide individualized assessments and service plans based on each person's needs and available resources to support housing stability.

2. **Facility Operations Parameters.** The Operations Plan shall establish the Facility as a coordinated entry navigation center with the following operational requirements:

    a) **Admissions Process.** The Facility shall not accept walk-in admissions. All prospective residents must be referred through a participating jurisdiction, law enforcement or approved healthcare provider and transported by an agency, department, or organization that has been authorized by the County or a participating City Party to conduct outreach and make referrals to the Facility, before admission can occur.

    b) **Resident Movement.** Residents may leave the premises for activities that support their housing stability and personal well-being, including but not limited to healthcare appointments, employment opportunities, educational programs, family reunification efforts, faith-related activities, and other case plan objectives, subject to coordination with Facility staff and available transportation arrangements. For school-age children at the Facility, the Facility Operator shall coordinate with the appropriate local education agency, in accordance with the federal McKinney-Vento Homeless Assistance Act, to ensure safe and reliable transportation to and from school and related educational activities.

    c) **Discharge and Transport.** When a resident is discharged for non-compliance with facility requirements or voluntarily chooses to leave, the

Facility Operator shall coordinate an alternative housing placement if possible. If not available, the Facility Operator will arrange transportation back to the city of origin. Discharges of residents who are deemed violent or otherwise dangerous shall be coordinated with appropriate agencies including law enforcement, behavioral health services, and/or probation or parole officers as necessary for public safety.

d) **Resident Agreement.** Prior to admission, all residents must acknowledge and agree in writing to Facility requirements and applicable provisions of the Operations Plan.

e) **Plan Modifications.** The operational provisions required by this section may not be modified or deleted without advance written approval of all Parties. Notwithstanding the foregoing, the "No Walk-In / No Walk-Out" requirement described in Section VI.F.2(a) and the "Return to City of Origin" provision described in Section VI.F.2(c) are mandatory and shall not be amended, modified, or eliminated under any circumstances.

G. Referral Policies and Protocols. Each Party agrees to develop comprehensive policies and protocols for referral of unhoused persons for their respective jurisdiction to the Facility. Policies and protocols developed by the City Parties shall comply with referral standards established by the County, the Continuum of Care's Coordinated Entry System (CES) and may be subject to review and approval by the Operations Committee.

1. **Bed Reservation System**. A bed reservation system shall be established and maintained to coordinate Facility capacity and ensure efficient placement of referred individuals and families. Referring entities must secure a bed reservation through the CES prior to transportation to the Facility. Access to the bed reservation system may also be granted to prior identified entities, as approved by the County and the Operations Committee, for the purpose of coordinating referrals and monitoring placement activity. Bed reservations shall be valid for a period not to exceed twenty-four (24) hours from the time of confirmation.

2. **Transportation Responsibility**. Transportation to the Facility shall be coordinated by the referring entity (which may include an approved outreach entity). The referring entity shall also coordinate arrival times with Facility staff and shall ensure timely delivery of referred persons within the bed reservation timeframe.

3. **Waivers and Documentation**. Waivers releasing and absolving the Parties of any and all liabilities shall be provided prior to admission to the Facility.

VII. RESPONSIBILITIES OF THE CITY PARTIES

A. The City Parties agree to a pro rata share of costs related to Facility management as detailed in Sections VII.C and VII.D.

B. Bed Allocation Based on Investment Level. Emergency bed allocations per investment level are as follows:

1. Two Hundred Thousand Dollars ($200,000.00): five (5) beds

2. Two Hundred Fifty Thousand Dollars ($250,000.00): seven (7) beds

3. Three Hundred Thousand Dollars ($300,000.00) and above: ten (10) beds

4. The balance of general beds shall be equally allocated to the County and City of Fontana. The County beds will be utilized via referrals from County departments.

5. Investments below Two Hundred Thousand Dollars ($200,000) will not receive a bed allocation and will have access to unused beds if available.

6. Additional bed capacity may be purchased by City Parties at a rate of one hundred twenty-five dollars ($125.00) per bed, per night. Charges will be invoiced monthly by the Facility Operator and must be paid in full within thirty (30) days of receipt.

C. The contributions of the City Parties for the first year of the operation of the Facility, payable to the County on or before the Effective Date, shall total Three Million Dollars ($3,000,000.00) and shall be allocated among the City Parties on the basis generally of the size and population of each City Party and the estimated unhoused population within each jurisdiction for the year prior to the Effective Date. The prorated payment allocations for the initial operational year shall be as follows:

1. Chino: Two Hundred Thousand Dollars ($200,000.00)

2. Chino Hills: Two Hundred Thousand Dollars ($200,000.00)

3. Fontana: One Million Dollars ($1,000,000.00)

4. Montclair: Two Hundred Fifty Thousand Dollars ($250,000.00)

5. Ontario: Two Hundred Fifty Thousand Dollars ($250,000.00) annually for the first three (3) operational years

6. Rancho Cucamonga: Three Hundred Thousand Dollars ($300,000.00)

7. Rialto: Two Hundred Fifty Thousand Dollars ($250,000.00)

8. Upland: Two Hundred Fifty Thousand Dollars ($250,000.00)

9. County: Four Hundred Seventy-Five Thousand Dollars ($475,000.00)

D. For the City of Ontario, this contribution shall be fixed at $250,000 per year for the first three (3) years of Facility operations. After the conclusion of the third year, Ontario shall have no further obligation to provide funding and shall not be entitled to refer or utilize the Facility thereafter, unless Ontario elects to extend the Agreement beyond three (3) years in accordance with Section III.A.

E. Prior to payment, City Parties shall identify the source of funds for payment to ensure the eligible use.

F. Thereafter, the contributions of the City Parties, payable to the County prior to each fiscal year in semi-annual amounts or an annual lump sum payment at the election of each City Party shall be adjusted in July of each fiscal year for the duration of this MOU by the value of the immediately preceding January Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario, not to exceed five percent (5%) annually. Following

the second (2nd) year of the operation of the Facility, the annual prorated payment allocations of each City Party for subsequent fiscal years shall be adjusted in accordance with the information provided by the most recent Point-in-Time Count, provided that the total annual contributions of all City Parties shall not be less than Three Million Dollars ($3,000,000.00) per year. Agreed upon adjustments, if any, shall be based on good faith negotiations and written agreements between the Parties after review and audit of the actual usage by each Party and the actual cost of operation of the facility for the prior two-year period.

For purposes of this section, a "fiscal year" means the twelve-month period beginning July 1 and ending June 30 of the following year.

G. An annual evaluation of City Party cost allocations shall include a review of grant funds obtained for the Facility during the prior two-year period, and adjustments to City Party contributions shall reflect the impact of such grant funds. The annual evaluation shall also include a utilization review of Facility services by each City Party, and adjustments to contributions may be considered in light of actual usage levels.

H. In the event that the County secures state, federal, or private grant funding that reduces the net operating costs of the Facility, the Parties agree that the annual prorated payment allocations of the City Parties shall be reanalyzed in good faith and adjusted downward to reflect the reduced costs. Any such adjustments shall be applied proportionally based on each City Party's contribution level, unless otherwise agreed to in writing by all Parties.

I. Except as otherwise expressly provided in this MOU, the responsibilities of the City Parties, and each of them, shall be limited to the foregoing monetary contributions. The City Parties shall not be responsible for any of the costs and expenses associated with the establishment, management and operation of the Facility and the provision of services at the Facility in excess of the annual contribution amounts set forth in this Section VII. In addition, none of the City Parties shall be responsible for the provision of any services at the Facility.

VIII. PRINCIPAL REPRESENTATIVES AND NOTICE

A. City Manager or his/her designee is designated as the principal representative of the City of Chino for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

B. City Manager or his/her designee is designated as the principal representative of the City of Chino Hills for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

C. City Manager or his/her designee is designated as the principal representative of the City of Fontana for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

D. City Manager or his/her designee is designated as the principal representative of the City of Montclair for purposes of communicating with said city on any matter associated with

the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

E. City Manager or his/her designee is designated as the principal representative of the City of Ontario for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

F. City Manager or his/her designee is designated as the principal representative of the City of Rancho Cucamonga for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

G. City Manager or his/her designee is designated as the principal representative of the City of Rialto for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

H. City Manager or his/her designee is designated as the principal representative of the City of Upland for purposes of communicating with said city on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties, or any of them, in connection with this MOU.

I. Chief Executive Officer (CEO) or his/her designee is designated as the principal representative of the County for purposes of communicating with the County on any matter associated with the performance of the services set forth in this MOU and for purposes of any notice provided to the Parties or any of them, in connection with this MOU.

J. Any Party may designate another individual as its principal representative by giving written notice of such designation to the other Parties.

K. Notice. All written notices shall also be sent to the City Clerk of the respective City Party or the Clerk of the Board of Supervisors for the County. Notice shall be deemed communicated two (2) County working days from the date of mailing.

IX. MISCELLANEOUS

A. **Compliance with Laws**. The Parties agree to be bound by all applicable, federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this MOU.

B. **Governing Law**. This MOU has been negotiated and executed in the State of California, and its validity and any of its terms or provisions, as well as the rights and duties of the Parties under the MOU, shall be governed by and construed under the laws of the State of California. This MOU is intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties, and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them.

C. **Entire Agreement**. This MOU supersedes any and all prior or contemporary agreements, either oral or written, between the Parties or any of them with respect to the subject matter of this MOU. This MOU contains all of the covenants and agreements

between the Parties with respect to the subject matter of this MOU, and each Party hereto acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any Party, except those covenants and agreements in this MOU.

D. **Amendment**. No agreement, statement or promise with respect to the subject matter of this MOU which is not contained in this MOU shall not be valid or binding on any Party without a valid modification or amendment to this MOU in accordance with the approval of the governing bodies of each Party and pursuant to a written instrument signed by all Parties.

E. **Cooperation of the Parties**. The Parties shall cooperate fully in the execution of any other documents and the performance of any other actions required to effectuate and implement this MOU and its terms and intent.

F. **Venue**. In the event of any legal action, suit or proceeding to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

G. **Assignment**. This MOU shall not be assigned by any Party without the prior written consent of all other Parties.

H. **Relationship of the Parties.** Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's employees or agents. Each Party shall retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services pursuant to this MOU.

I. **Severability**. If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this MOU and shall not affect, impair or invalidate any of the remaining provisions contained herein.

J. **Informal Dispute Resolution**. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

K. **Attorneys' Fees and Costs**. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

L. **Review by Attorneys**. Each Party hereto has had its attorney(s) review this MOU. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this MOU based on such consultation.

M. **Authorization of Persons Executing MOU**. Each of the Parties to this MOU hereby represent that all necessary and appropriate actions of their governing bodies have been taken to make this MOU a binding obligation of the Parties hereto. The persons executing this MOU warrant that they are duly authorized to execute this MOU on behalf of and bind the Parties each purports to represent.

N. **Time is of the Essence**. Time is of the essence in the performance of the obligations under this MOU.

O. **Counterpart Execution**. This MOU may be executed in counterparts. Said counterparts shall together constitute one and the same MOU. This MOU shall have the same force and effect as if the original had been signed by all Parties.

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF CHINO

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 13220 Central Avenue

Chino, CA 91710

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF CHINO HILLS

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 14000 City Center Drive

Chino Hills, CA 91709

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF FONTANA

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(*Print or type name of person signing contract)*

Title: _____
(Print or Type)

Dated: _____

Address: 8353 Sierra Avenue

Fontana, CA 92335

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF MONTCLAIR

By: ► _____
(Authorized signature – sign in blue ink)

Name: _____
(*Print or type name of person signing contract)*

Title: _____
(Print or Type)

Dated: _____

Address: 5111 Benito Street

Montclair, CA 91763

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF ONTARIO

By: ► _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 303 E B Street

Ontario, CA 91764

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF RANCHO CUCAMONGA

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 10500 Civic Center Drive

Rancho Cucamonga, CA 91730

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF RIALTO

By: ► _____
(Authorized signature – sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 150 S Palm Avenue

Rialto, CA 92376

Approved as to form: _____
(City Attorney)

IN WITNESS WHEREOF, the Parties have each caused this MOU to be executed as of the dates set forth below by its duly authorized officers, on its behalf.

CITY OF UPLAND

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(*Print or type name of person signing contract)*

Title: _____
(Print or Type)

Dated: _____

Address: 460 N Euclid Avenue

Upland, CA 91786

Approved as to form: _____
(City Attorney)

File #: 25-0529
Agenda #: A.

Agenda Date: 10/28/2025
Category: Public Hearing

FROM:
Planning Department

SUBJECT:
Appeal No. 25-0002: Request to overturn the Planning Commission's August 19, 2025 decision adopting a Categorical Exemption per Section 15332 (Class No. 32) and approving Conditional Use Permit No. 24-0022, and Design Review No. 23-0024 for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district that includes a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue and identified as Assessor Parcel Numbers 11110-331-13 and 1110-331-25.

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

APPELLANT / APPEAL APPLICANT:
Appeal No. 25-0002: Supporters Alliance for Environmental Responsibility, 1939 Harrison Street, Suite No. 150, Oakland, CA 94612.

COUNCIL GOALS:
- Promote economic development by concentrating on job creation.
- Promote economic development by establishing a quick, consistent development process.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.

DISCUSSION:
On August 26, 2025, the City received an application for an appeal (Appeal No. 25-0002) from Supporters Alliance for Environmental Responsibility. The application is a request to overturn the Planning Commission adoption of a Categorical Exemption, Section 15332, Class No. 32, and approval of the development of a five-story mixed-use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district totaling 83,125 square feet.

Project entitlements include Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 and adoption of a Categorical Exemption Section 15332 (Class No. 32) for the development of a five-story mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district totaling 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 11110-331-13 and 1110-331-25).

Background:
The Planning Commission held a public hearing on August 19, 2025 and approved Conditional Use Permit No. 24-0022 and Design Review No. 23-0024, pursuant to a Categorical Exemption under CEQA Section 15332 (Class No. 32), with adoption of Resolution PC Number 2025-027 on a 4-0 vote. The staff report and attachments for the August 19, 2025, Planning Commission hearing for the project, along with meeting minutes, are included as Attachment Nos. 4 and 5, respectively, to this staff report.

Appeal:
Subsequent to the Planning Commission's August 19, 2025, approval of Conditional Use Permit No. 24-0022 and Design Review No. 23-0024, the City received Appeal No. 25-0002 from Supporters Alliance for Environmental Responsibility. In summary, the appellant contends that the terms of the Class No. 32 Exemption do not apply because the Project site has value as habitat for endangered, rare, or threatened species. The appellant also claims that the City should rescind the Project approvals, conduct an initial study, and prepare a new CEQA document, whether a mitigated negative declaration or environmental impact report, to analyze and mitigate the Project's environmental impacts. Responses to the letters have been prepared to address the issues raised by the appellant (see Attachment No. 3).

The project environmental consultant (Lilburn Corporation), who prepared the CEQA Class No. 32 (In-Fill Development) Categorical Exemption Memorandum for the Mixed-Used Project, has prepared written responses to the applicant's claims. The responses explain why the claims raised in the Supporters Alliance for Environmental Responsibility letter were not significant and the Categorical Exemption was appropriate. The detailed response to the claims raised in the appeal finds that none of the comments provide substantial evidence to support the preparedness of an Initial Study/Mitigated Negative Declaration.

FISCAL IMPACT:
None.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:
1. Vicinity Map
2. Appellant Letter - Support Alliance for Environmental Responsibility Memorandum
3. Applicant's Environmental Consultant Response to Appeal Letter
4. Planning Commission August 19, 2025, Packet

5. Planning Commission Minutes of August 19, 2025
6. Clerk of the Board Fee Receipt and NOE
7. Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

DATE: October 28, 2025

CASE: Appeal No. 25-0002
Master Case No. 23-0101

ATTACHMENT NO. 1

ATTACHMENT NO. 2

LOZEAU DRURY LLP

T 510.836.4200
F 510.836.4205

1939 Harrison Street, Ste. 150
Oakland, CA 94612

www.lozeaudrury.com
Hayley@lozeaudrury.com

Via Accela Portal

August 26, 2025

Germaine Key
City Clerk's Office
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
gkey@fontana.org

Salvador Quintanilla, Senior Planner
Planning Department
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
squintanilla@fontanaca.gov

Patty Nevins
Director of Planning
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
pnevins@fontanaca.gov
planning@fontanaca.gov

Re: Appeal of August 19, 2025, Planning Commission Decision Approving Master Case No. 23-0101 (Conditional Use Permit No. 24-0022, Design Review No. 23-0024) and Class 32 Categorical Exemption

Dear City Clerk Key, Director Nevins, and Planner Quintanilla:

I am writing on behalf of Supporters Alliance for Environmental Responsibility ("SAFER"), regarding Master Case No. 23-0101 (Conditional Use Permit No. 24-0022, Design Review No. 23-0024), which proposes the construction of a mixed-use development consisting of 163 multi-family residential units located on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue on APNs 1110-331-13 and 1110-331-25 in the City of Fontana ("Project"). Through this letter, SAFER appeals the City of Fontana Planning Commission's ("City") August 19, 2025 decision to approve the Project based on the City's reliance on a Class 32 Categorical Exemption for the Project.

The Planning Commission's August 19, 2025, decision related to the Project should not be upheld because under the California Environmental Quality Act ("CEQA"), the terms of the Class 32 Exemption do not apply because the Project site has value as habitat for endangered, rare, or threatened species. SAFER requests that the City rescind the Project approvals, conduct an initial study, and prepare a CEQA document, whether a mitigated negative declaration or environmental impact report, to analyze and mitigate the Project's environmental impacts.

Sincerely,

Hayley Uno
Lozeau Drury LLP

LILBURN CORPORATION
Strategic Planning & Environmental Services

October 8, 2025

Mr. Salvador Quintanilla, Senior Planner
City of Fontana
8353 Sierra Avenue
Fontana CA 92335

SUBJECT: Response to Comment Letters Received from SAFER Regarding Master Case No. 23-0101

Dear Mr. Quintanilla:

Lilburn Corporation was contracted by Mike Mahmoudi (Project Applicant) in October 2024 to prepare certain environmental documents required for the City of Fontana to consider adoption of a California Environmental Quality Act (CEQA) Exemption for a mixed-use project at Foothill Boulevard and Sultana Avenue (Master Case No. 23-0101. To justify the exemption and to document the project would have no potential for significant impacts, we prepared reports to document no potential for impacts to biological or cultural resources as well as to air quality, and the surrounding noise environment. The Hydrology/Drainage Study, Water Quality Management Plan, and Geotechnical Investigation prepared by Civil Engineers under contract to the Applicant were also used in the Categorical Exemption (CE) Justification Memo.

A Notice of Exemption (NOE) was considered by and approved by the Planning Commission on August 19, 2025. On that date, and prior to the public hearing, Planning Staff and Commissioners received a comment letter from Supporters Alliance for Environmental Responsibility ("SAFER") objecting to the City's decision to exempt the Project from environmental review under CEQA stating the terms of the Class 32 exemption do not apply. SAFER requested that an Initial Study be conducted to analyze and mitigate the Project's environmental impacts.

Response: The CEQA Class 32 Exemption Justification Memo, dated April 15, 2025 provided analyses of the five criterion listed for justification of an exemption, based on five appended technical reports and the CalEEMod Detailed Report. The analyses concluded that the project impacts would be less than significant, no mitigation would be required. The analyses concluded that the project further was consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. Therefore, the project met the terms of a Class 32 Exemption.

The Planning Commission considered the CE and the filing of a Notice of Exemption on August 19, 2025 and recommended approval of the project. SAFER subsequently submitted a letter to the City, dated August 26, 2025 appealing the Planning Commission's decision. The letter states that the Class 32 Exemption does not apply because "the Project site has value as habitat for endangered, rare, or threatened species". SAFER requested that the City rescind the Project approval and prepare an Initial Study.

Response: The CEQA Class 32 Exemption Justification Memo, dated April 15, 2025 included as Appendix A the *BIOLOGICAL RESOURCES ASSESSMENT LETTER REPORT FOR THE MCN23-0101 PROJECT IN THE CITY OF FONTANA, SAN BERNARDINO COUNTY, CALIFORNIA*, dated December 4, 2024. The report concluded that based on the literature review and personal observations made in the immediate vicinity, no rare State and/or federally-listed threatened or endangered species are documented/or expected to occur within the Project site. Additionally, no plant species with the CNPS California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases. No other sensitive species were observed within the project area or buffer area. The Project Site is highly disturbed. The habitat on-site is ruderal/disturbed vegetation with gravel surfaces. The site offers no suitable habitat for any rare, sensitive or listed species. Therefore, no further surveys are required.

The report further stated that there is some habitat within the Project site and adjacent area that is suitable for nesting birds in general. As a condition of approval in accordance with the Fontana General Plan Final Environmental Impact Report (August 10, 2018) Mitigation Measure BIO-3 and as recommended in the 2024 Biological Resources Assessment, nesting bird surveys shall be implemented prior to construction if construction occurs during the period of February 1 through September 15. Mitigation Measure BIO-3 states that the City of Fontana shall require that all future project applicants prepare a Biological Assessment in conjunction with a project-level analysis and that the requirements of the Biological Assessment shall be a **condition of approval of the individual development project**.

None of the findings of the 2024 Biological Resources Assessment completed for the project led to a conclusion that further environmental analysis is required.

Please contact me if you require additional information.

Sincerely,

Cheryl A. Tubbs
Vice President

8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

Planning Commission

File #: 25-0448
Agenda #: PH-C

Agenda Date: 8/19/2025
Category: Public Hearing

FROM:
Planning Department

TITLE:
Master Case No. 23-0101: Conditional Use Permit No. 24-0022, and Design Review No. 23-0024; A request for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

RECOMMENDATION:
Based on the information in the staff report and resolution, and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution PC No. 2025-____, and

1. Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32. Infill Development) of the California Environmental Quality Act (CEQA), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and

2. Approve Conditional Use Permit (CUP) No. 24-0022; and

3. Approve Design Review (DRP) No. 23-0024.

APPLICANT:
Andresen Architecture, Inc.
17087 Orange Way
Fontana, CA 92335

LOCATION:
The project site is located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25).

REQUEST:
Conditional Use Permit (CUP) No. 24-0022- A request for the establishment of mixed-used project within an R-5 zone.

Design Review (DR) No. 23-0024 - A request for site and architectural approval for a new five (5) story, mixed-use development building consisting of 163 multifamily units, with amenities, retail use, and a first-floor parking garage.

PROJECT PLANNER:
Salvador Quintanilla, Senior Planner

BACKGROUND INFORMATION:
Land Use Table:

	General Plan	Zoning/Overlay	Existing Land Use
Site:	Multi-Family High Density (R-MFH)	Multi-Family High Density Residential (R-5)	Vacant
North:	Public Facility (P-PF)	Public Facility (P-PF)	Pacific Electric Trail
South:	General Commercial (C-G)/County of San Bernardino	General Commercial (C-2)/ County of San Bernardino	Warehouse Building
East:	General Commercial (C-G)	General Commercial (C-2)	Vacant
West:	Multi-Family Residential/Multi-Family High Density (R-MF/ R-MFH)	Multiple Family/ Multi Family High Density Residential (R-3/R-5)	Water tank and supporting building/Vacant

PROJECT DESCRIPTION:

A. Site Area: 151,589 square feet, approximately 3.5 acres
B. Building Analysis:
Height 62’9” at corner roof top deck

Retail 5,000 square feet
Multifamily Units 163
ADU Units 41
C. Parking:
Vehicle Required: 274 parking spaces
Vehicle Provided: 277 parking spaces
D. Landscaping:
Required: 10,270 square feet (15 percent)
Provided” 22,383 square feet (32.6 percent)

ANALYSIS:
The applicant, Andresen Architecture, Inc., is requesting that the Planning Commission review and approve Conditional Use Permit No. 24-0022 for the establishment of a mixed-use development

within an R-5 zoning district and approve Design Review No. 23-0024 for site and architectural review for the development of a new five (5) story mixed-use project which includes 163 multi-family units and 5,000 square feet of commercial retail. The ADUs are depicted on the plans and in the summary for informational purposes only; they are not a part of the Planning Commission's consideration as they are not subject to discretionary review.

The project site is located on the northeast corner of Sultana Avenue and Foothill Boulevard. The project consists of a rectangular building with parking, commercial retail on the first floor and multi-family units on the 3rd through 5th floor, and amenities through various floors of the building.

Currently, the site is vacant and comprised of two (2) parcels totaling 3.5 acres that will be consolidated into (1) parcel as part of a future lot line adjustment.

Conditional Use Permit No. 24-0022
The project is a vertical mixed-use project, that includes residential units above ground-floor commercial uses. Mixed use projects are permitted in the R-5 zoning district with the approval of a Conditional Use Permit (CUP). As identified in the Zoning and Development Code and as proposed, this mixed-use project supports transit use by providing a denser residential project, enhances access to public transportation, and encourages pedestrian activities and use of non-motor vehicle transportation. The project is located along Foothill Boulevard, a major bus corridor in Fontana that provides access to the Fontana Metrolink station. In addition, the project promotes pedestrian activities by establishing a pedestrian commercial use along Foothill Boulevard. The building is pulled back at the corner of Foothill Boulevard and Sultana Avenue to create a more comfortable pedestrian space at the intersection.

Design Review (DRP) No. 23-0024
The proposed five-story mixed-use building will be comprised of 163 multi-family units with amenities. Five (5) 1,000 square foot retail units are proposed on the ground floor along with a 277-vehicle parking spaces. The 1,054 square foot units, 1,000 square foot units and 863 square foot residential units are located on the second through fifth floors.

PLAN NO.	**Type A**	**Type A**
SIZE	1,054 sq. ft	1,000 sq. ft.
NO. BEDRMS	3-Bed	3-Bed
NO. BATHS	2-Bath	1-Bath
OPEN SPACE	107 sq. ft.	94-98 sq. ft.

The applicant proposes a Contemporary style of architecture for the building. The architectural features for the proposed building will incorporate a white/gray neutral tone color palette with black and blue accent, with aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows The variations to the building face, varying roof lines and building's height from 55 feet high to 62.9 feet high at the front corner of the building, will make the project architecturally pleasing and be consistent with the surrounding area. The project will contain amenities for the residents of all age groups; amenities include a BBQ island and seating area, corn hole, pool & spa, a fitness center, a recreation room with balcony, firepit and sitting area, as well as an amenity outdoor roof top deck with seating area for residential units' use.

The Project includes associated on and off-site improvements to include installing parking spaces, impervious pedestrian paving, new landscaping, enhanced paving, and lighting.

Grading/Walls:
The topography of the Project Site is relatively flat. The existing drainage pattern flows from north to south, with the proposed drainage pattern to direct the water to the east into an underground storage chamber which will be installed as part of the project. The Project will construct a six (6) foot high masonry wall along the north side of the property along the Pacific Electric Trail, and a six (6) foot high wrought iron fence on the east and west side, with the west side having a decorative pilaster every 20-30 feet. Additionally, the main entrance to the multi-family area there will be a six (6) foot high wrought iron fence with a swing gate and a four-foot-wide man gate.

Site Access/Circulation/Parking:
The project includes vehicle ingress/egress on Sultana Avenue for residents only and on Foothill Boulevard for the retail patrons and the future residential tenants. Parking for the retail patrons will be located in the rear of the retail units that are facing Foothill Boulevard. Residential parking will be on the ground floor, with additional parking along the west and north property lines. The project size is suitable in size and shape to support the development of the proposed multi-family and retail use building.

The project site meets the minimum parking requirements pursuant to the Zoning and Development code based for this type of development. The internal circulation has been reviewed by Planning, Fire, Traffic, and Engineering. The internal circulation is sufficient to support this type of use.

The project site is physically suitable in size and shape to support the development of the proposed mixed-use development. Applicable building codes, zoning codes, and fire codes and standards will make for a safe, attractive, and well-designed project. The project design incorporates safety measures f/or pedestrians.

Environmental:
Pursuant to the California Environmental Quality Act (CEQA) Guidelines and Section No. 3.22 (Categorical Exemption) of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 as a Class 32, In-Fill Development Project. The project site is considered Infill Development and meets the CEQA requirements of Infill: (1) The Project is consistent with the Multi-family High Residential (R-MFH) designation of the General Plan and the Multi-family High Density Residential (R-5) zoning district; (2) The Project Site is less than five (5) acres at 3.5 acres; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the proposed residential project. Further, none of the exceptions in CEQA Guidelines section 15300.2 apply to the project.

MOTION:
Approve staff's recommendation.

ATTACHMENTS:

Attachment No. 1 - Vicinity Map
Attachment No. 2 - Project Plans
Attachment No. 3 - Planning Commission Resolution, and Conditions of Approval
Attachment No. 4 - Notice of Exemption
Attachment No. 5 - Public Hearing Notice

CITY OF FONTANA PLANNING DEPARTMENT

VICINITY MAP

DATE: August 19, 2025

CASE: Master Case No. 23-0101
Conditional Use Permit No. 24-0022
Design Review No. 23-0024

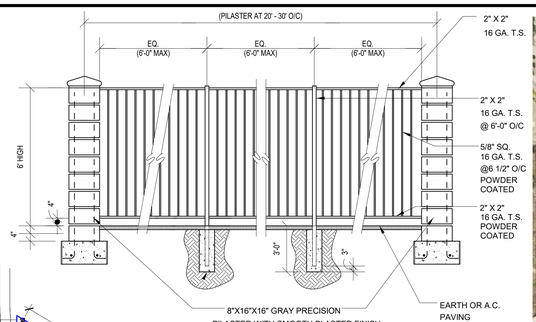
ATTACHMENT NO. 1

Proposed Apartment Complex For:

Mike Mahmoudi

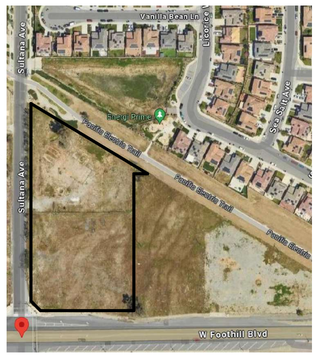
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688



NOTE: POWDER COATED W.I. FENCING

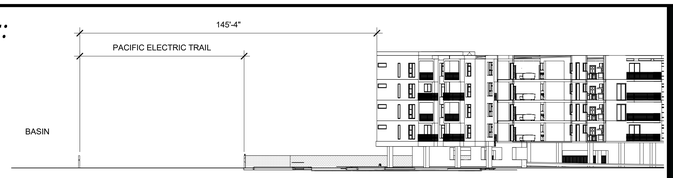
1 Wrought Iron Fencing
3/8" = 1'-0"



Overhead View

General Notes

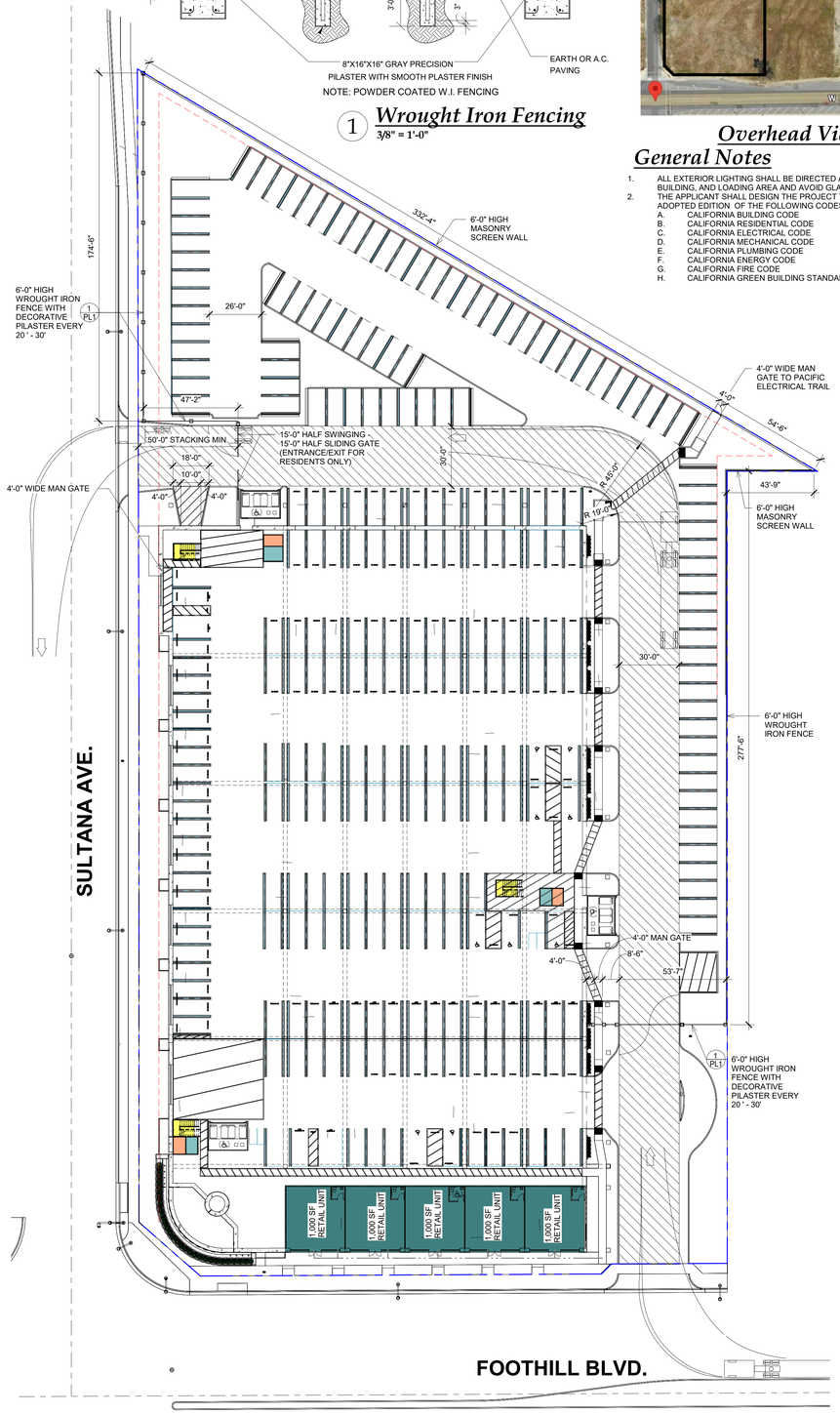
1. ALL EXTERIOR LIGHTING SHALL BE DIRECTED AND SHIELDED TO ILLUMINATE ONLY THE PARKING, BUILDING, AND LOADING AREA AND AVOID GLARE IMPACTS ON ADJACENT PROPERTIES.
2. THE APPLICANT SHALL DESIGN THE PROJECT TO SHOW COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES AS APPLICABLE:
   - A. 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



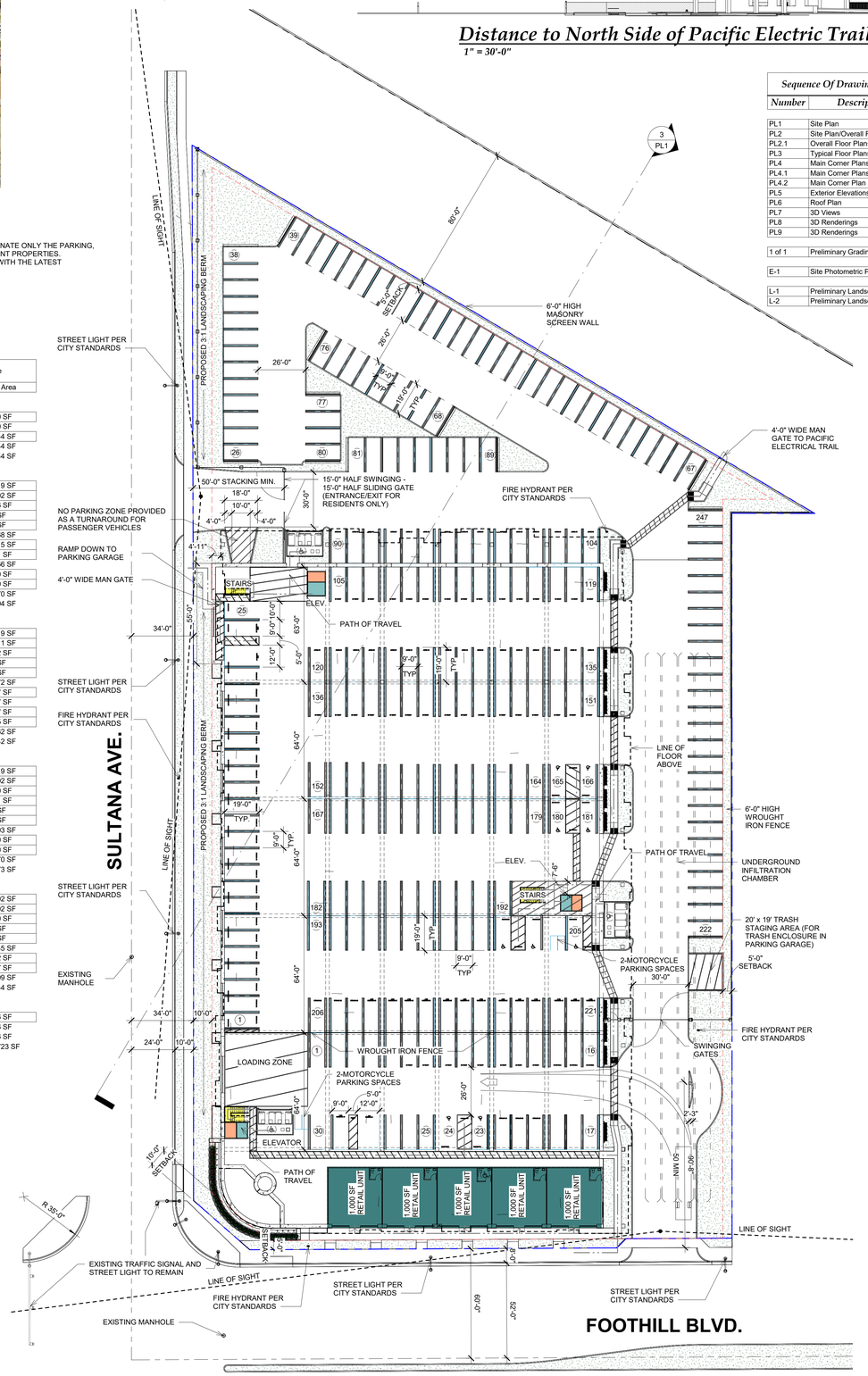
Distance to North Side of Pacific Electric Trail
1" = 30'-0"

Sequence Of Drawings - DR	
Number	Description
PL1	Site Plan
PL2	Site Plan/Overall First Floor Plan
PL2.1	Overall Floor Plans
PL3	Typical Floor Plans
PL4	Main Corner Plans
PL4.1	Main Corner Plans
PL4.2	Main Corner Plan
PL5	Exterior Elevations
PL6	Roof Plan
PL7	3D Views
PL8	3D Renderings
PL9	3D Renderings
1 of 1	Preliminary Grading Plan
E-1	Site Photometric Plan
L-1	Preliminary Landscape Plan
L-2	Preliminary Landscape Plan

Area Schedule	
Name	Area
Parking Garage	
Commercial Units	5,000 SF
Conditioned	5,000 SF
Parking Garage	71,044 SF
Unconditioned	71,044 SF
Parking Garage	76,044 SF
1st Floor	
2-Bed Unit	12,819 SF
3-Bed Unit "A"	29,002 SF
3-Bed Unit "B"	7,386 SF
Men's RR	230 SF
Women's RR	230 SF
Conditioned	49,668 SF
Atrium	17,415 SF
Pool Area	2,341 SF
Open Space	19,756 SF
Balcony	4,740 SF
Corridor	7,830 SF
Unconditioned	12,570 SF
1st Floor	81,994 SF
2nd Floor	
2-Bed Unit	12,819 SF
3-Bed Unit "A"	29,011 SF
3-Bed Unit "B"	7,382 SF
Men's RR	230 SF
Women's RR	230 SF
Conditioned	49,672 SF
Upper Pool Area	1,107 SF
Open Space	1,107 SF
Balcony	4,657 SF
Corridor	7,805 SF
Unconditioned	12,462 SF
2nd Floor	63,242 SF
3rd Floor	
2-Bed Unit	12,819 SF
3-Bed Unit "A"	29,002 SF
3-Bed Unit "B"	7,380 SF
Fitness Center	2,341 SF
Men's RR	230 SF
Women's RR	230 SF
Conditioned	52,003 SF
Balcony	4,740 SF
Corridor	7,830 SF
Unconditioned	12,570 SF
3rd Floor	64,573 SF
4th Floor	
2-Bed Unit	12,802 SF
3-Bed Unit "A"	29,002 SF
3-Bed Unit "B"	7,380 SF
Men's RR	230 SF
Women's RR	230 SF
Conditioned	49,645 SF
Balcony	4,752 SF
Corridor	7,847 SF
Unconditioned	12,599 SF
4th Floor	62,244 SF
Roof Top Deck	
Roof Top Patio	2,626 SF
Open Space	2,626 SF
Roof Top Deck	2,626 SF
Grand total	350,723 SF



Fence/Fire Plan
1" = 30'-0"



Site Plan / Parking Garage
1" = 30'-0"

OWNER: MIKE MAHMOUDI

PROJECT ADDRESS: **NEC** FOOTHILL BLVD.& SULTANA ST FONTANA, CA 92336

ARCHITECT: ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY
FONTANA, CA 92335
(909) 355-6688
doug.andresen@aaifirm.com

TRAFFIC: K2 TRAFFIC ENGINEERING, INC.
KAY HSU
(714) 832-2116
kay@k2traffic.com

Building Data

APN: 111033113 / 111033125

ZONING: R-5
OCCUPANCY: GROUP R-2
CONSTRUCTION: PARKING GARAGE: TYPE 1 / TYPE V-A
FIRE SPRINKLERS: AUTOMATIC LIFE SAFETY SPRINKLER SYSTEM REQUIRED.

PROJECT DESCRIPTION: PROPOSED 163 UNITS APARTMENT AND 41 ADU UNITS COMTEMPORARY STYLE COMPLEX (TOTAL 204 UNITS) WITH PARKING STRUCTURE. FIRST FLOOR TO HAVE (5) 1,000 SF RETAIL UNITS AND 277 PARKING SPACES. SECOND FLOOR THROUGH FIFTH FLOOR TO HAVE PROPOSED 1,000 SF AND 800 SF UNITS THROUGHOUT ALL FOUR FLOORS.

AMENITIES ON SITE INCLUDE POOL & SPA (1ST FLOOR), FITNESS CENTER (3RD FLOOR), RECREATION CENTER (4TH FLOOR), SITTING AREA WITH BBQ AND TRELLIS AND ROOF TOP DECK WITH FIREPIT.

LOT AREA: 151,589 SQ. FT. (3.5 AC.)

BUILDING FOOTPRINT: 83,125 SQ. FT.
NET LOT AREA: 68,464 SQ. FT. (100%)
LANDSCAPE AREA: 22,383 SQ. FT. (32.6%)
HARDSCAPE AREA: 44,725 SQ. FT. (67.4%)

COMBINED TOTAL PRIVATE AND COMMON OPEN SPACE REQUIRED: 37,898 SQ. FT. (25.0%)

PRIVATE OPEN SPACE (BALCONIES) TOTAL: 18,894 SQ. FT.

COMMOM OPEN SPACE (ATRIUM): 17,415 SQ. FT.
(POOL AREA): 2,341 SQ. FT.
(UPPER POOL AREA): 1,107 SQ. FT.
(ROOF TOP DECK): 2,341 SQ. FT.
TOTAL COMMON OPEN SPACE: 23,204 SQ. FT.
COMBINED TOTAL PRIVATE AND COMMON OPEN SPACE PROVIDED: 42,098 SQ. FT. (27.7%) OK!

LOT COVERAGE: 54.8%

DENSITY:
39.1 UNITS MIN. (3.5 x 39.1) = 137 UNITS MIN.
50 UNITS MAX. (3.5 x 50) = 175 UNITS MAX.
UNITS PROVIDED = 163 UNITS
PROJECT DENSITY (163 UNITS / 3.5 ACRES): 47 UNITS / AC.

TOTAL ADU UNITS (163 UNITS x 25%) = 41 UNITS
41 of 60 (2) BEDROOM UNITS (863 SF) TO BE ADU'S

UNIT BREAK DOWN:
3 BEDROOM UNITS (1,054 SF): 28 UNITS
3 BEDROOM UNITS (1,000 SF): 116 UNITS
2 BEDROOM UNITS (863 SF): 60 UNITS

TOTAL OVERALL UNITS PROVIDED:
TOTAL UNITS **204 UNITS**

BALCONIES VARY FROM UNIT TO UNIT FROM 82 SF TO 107 SF
(SEE SITE PLAN / OVERALL FIRST FLOOR PLAN)
(NO GROUND LEVEL UNITS. ALL UNITS PROVIDED ARE UPPER-LEVEL)

PARKING TABULATION:
TOTAL PARKING SPACES REQUIRED:
163 UNITS x 1.50: 245 SPACES

TOTAL UNIT PARKING SPACES PROVIDED:
TOTAL SPACES 247 SPACES

INCLUDING ADA SPACES: 7 SPACES
INCLUDING EV-CAPABLE (10%): 25 SPACES
INCLUDING EVSE-READY (25%): 62 SPACES
INCLUDING EVSE-INSTALLED (5%): 13 SPACES

RETAIL UNITS 175 SF / 1 (5,000): 29 SPACES
TOTAL REQUIRED SPACES: 29 SPACES
(175 SF/ PER 1 SPACE FOR THE FIRST 5,000 SF THEN 200 SF / PER 1 SPACE AFTER THAT)

TOTAL RETAIL PARKING SPACES PROVIDED:
TOTAL SPACES 30 SPACES

INCLUDING ADA SPACES: 2 SPACES
INCLUDING EV-CAPABLE (10%): 3 SPACES
INCLUDING EVSE-READY (25%): 8 SPACES
INCLUDING EVSE-INSTALLED (5%): 2 SPACES

TOTAL OVERALL PARKING SPACES PROVIDED:
TOTAL SPACES 277 SPACES

TREES REQUIRED
(1/4 / 279 PARKING SPACES): 70 TREES
TREE PROVIDED: 71 TREES

Proposed Apartment Complex For:
Mike Mahmoudi
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872	
16 Apr. 2025	

LICENSED ARCHITECT Douglas Andresen C-14504 12-31-25 RENEWAL DATE STATE OF CALIFORNIA

Site Plan

PL1

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ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Site Plan / Overall First Floor Plan

1/16" = 1'-0"

NOTE: ALL UNITS ARE PROPOSED WITH 126 CUBIC FEET OF STORAGE SPACE

Field Region Legend

- 2-BEDROOM UNITS
- 3-BEDROOM OPTION "A" UNITS
- 3-BEDROOM OPTION "B" UNITS
- UNIT BALCONIES
- ELEVATOR
- ELEVATOR MACHINE ROOM / STORAGE
- TRASH SHOOT ENCLOSURE

Proposed Apartment Complex For:
Mike Mahmoudi
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872	
16 Apr. 2025	

LICENSED ARCHITECT — Douglas Andresen — C-14504 — 12-31-25 RENEWAL DATE — STATE OF CALIFORNIA

Site Plan/Overall First Floor Plan

PL2

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Overall Fourth Floor Plan

3/64" = 1'-0"

Overall Third Floor Plan

3/64" = 1'-0"

Overall Second Floor Plan

3/64" = 1'-0"

NOTE: ALL UNITS ARE PROPOSED WITH 126 CUBIC FEET OF STORAGE SPACE

Field Region Legend

- 2-BEDROOM UNITS
- 3-BEDROOM OPTION "A" UNITS
- 3-BEDROOM OPTION "B" UNITS
- UNIT BALCONIES
- ELEVATOR
- ELEVATOR MACHINE ROOM / STORAGE
- TRASH SHOOT ENCLOSURE

ANDRESEN ARCHITECTURE INC.
17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Apartment Complex For:
Mike Mahmoudi
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872	
16 Apr. 2025	

LICENSED ARCHITECT Douglas Andresen C-14504 12-31-25 RENEWAL DATE STATE OF CALIFORNIA

Overall Floor Plans

PL2.1

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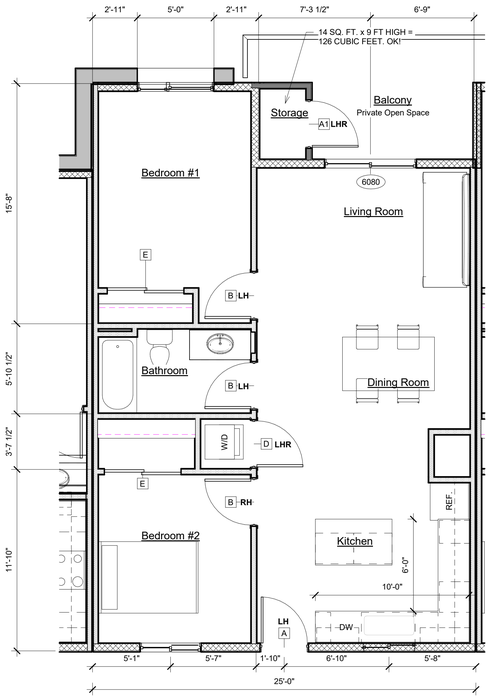
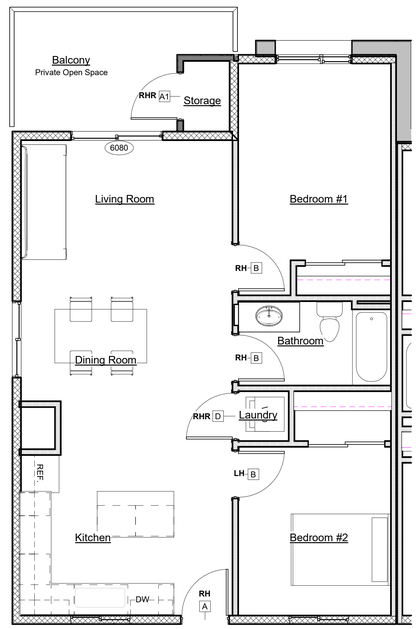
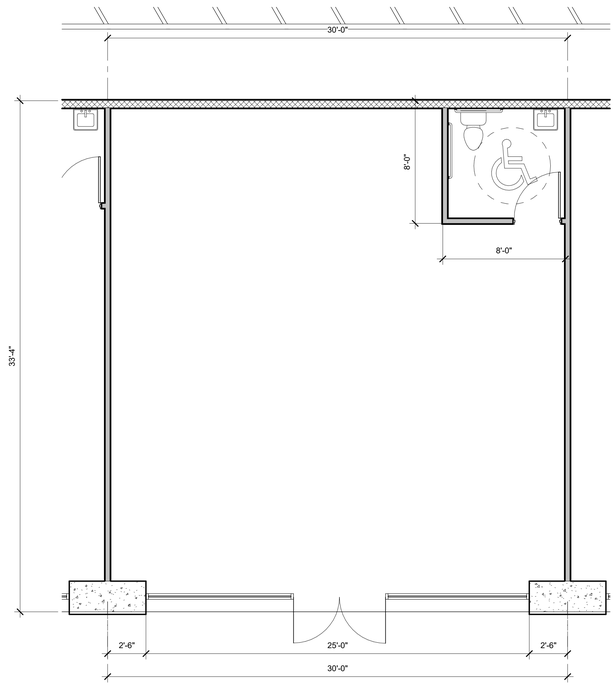


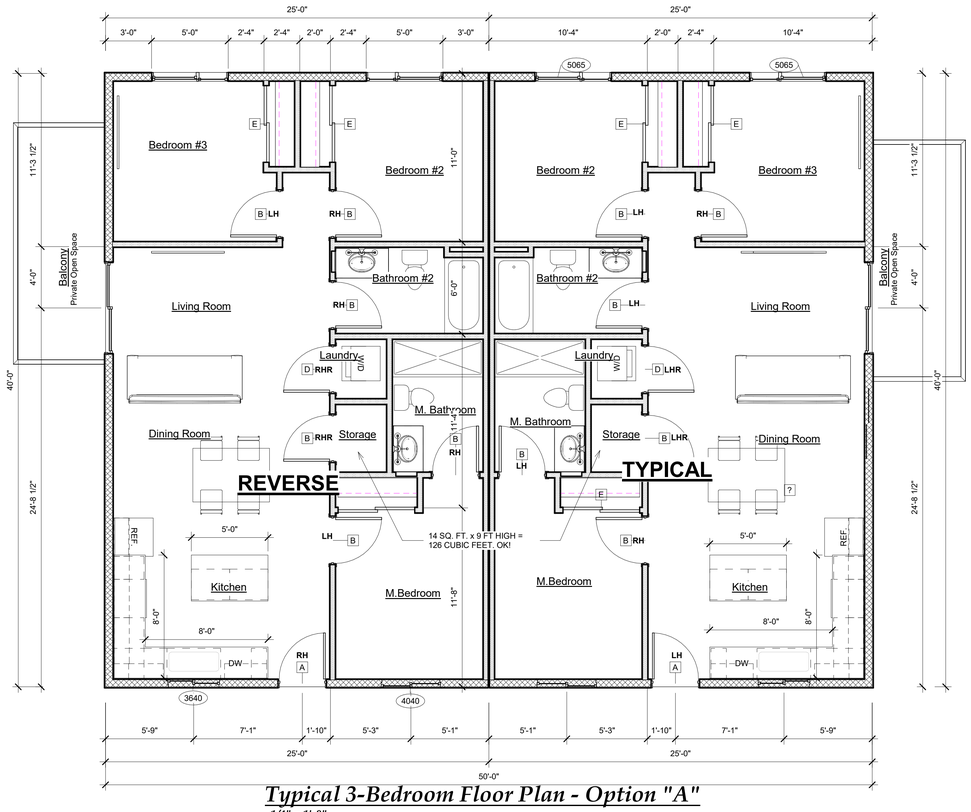
Typical 2-Bedroom Floor Plan
1/4" = 1'-0"



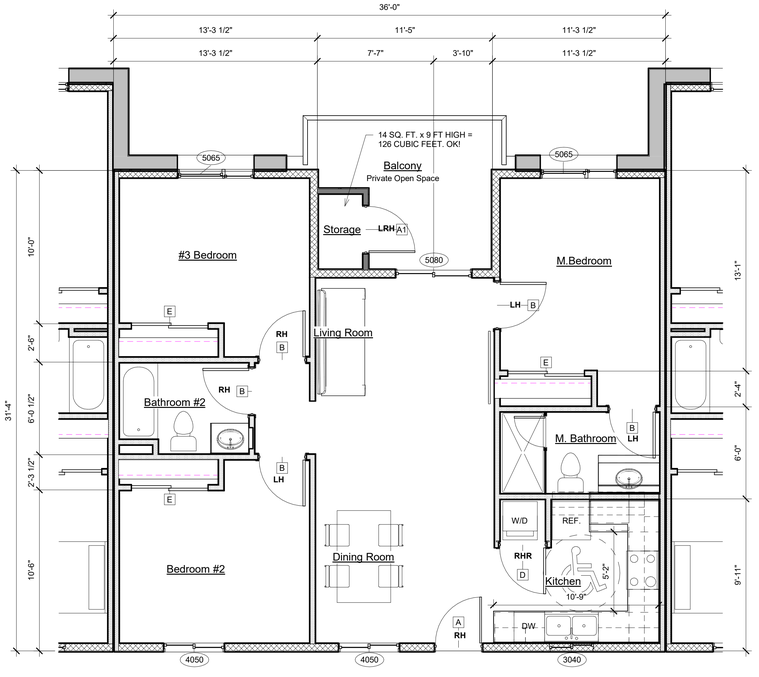
Typical 2-Bedroom (Reverse) Floor Plan
1/4" = 1'-0"



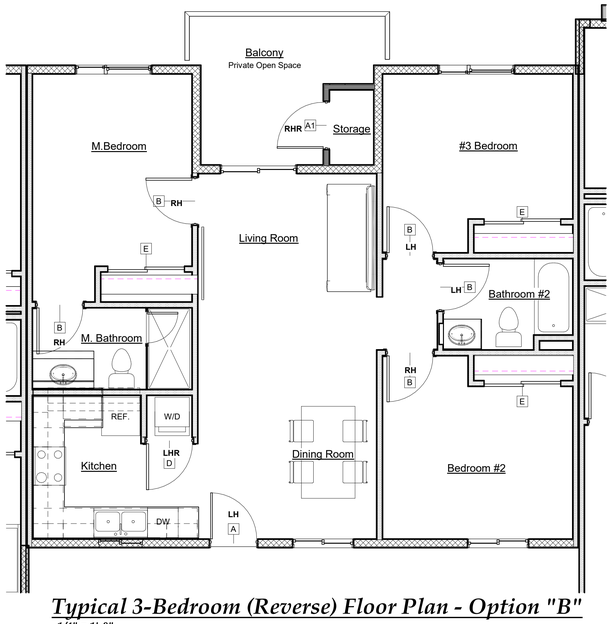
Typical Retail Unit
1/4" = 1'-0"



Typical 3-Bedroom Floor Plan - Option "A"
1/4" = 1'-0"



Typical 3-Bedroom Floor Plan - Option "B"
1/4" = 1'-0"



Typical 3-Bedroom (Reverse) Floor Plan - Option "B"
1/4" = 1'-0"

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17087 ORANGE WAY, FONTANA, CA 92335 (909) 355-6688

Proposed Apartment Complex For:
Mike Mahmoudi
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872	
16 Apr. 2025	

LICENSED ARCHITECT Douglas Andresen C-14504 12-31-25 RENEWAL DATE STATE OF CALIFORNIA

Typical Floor Plans

PL3

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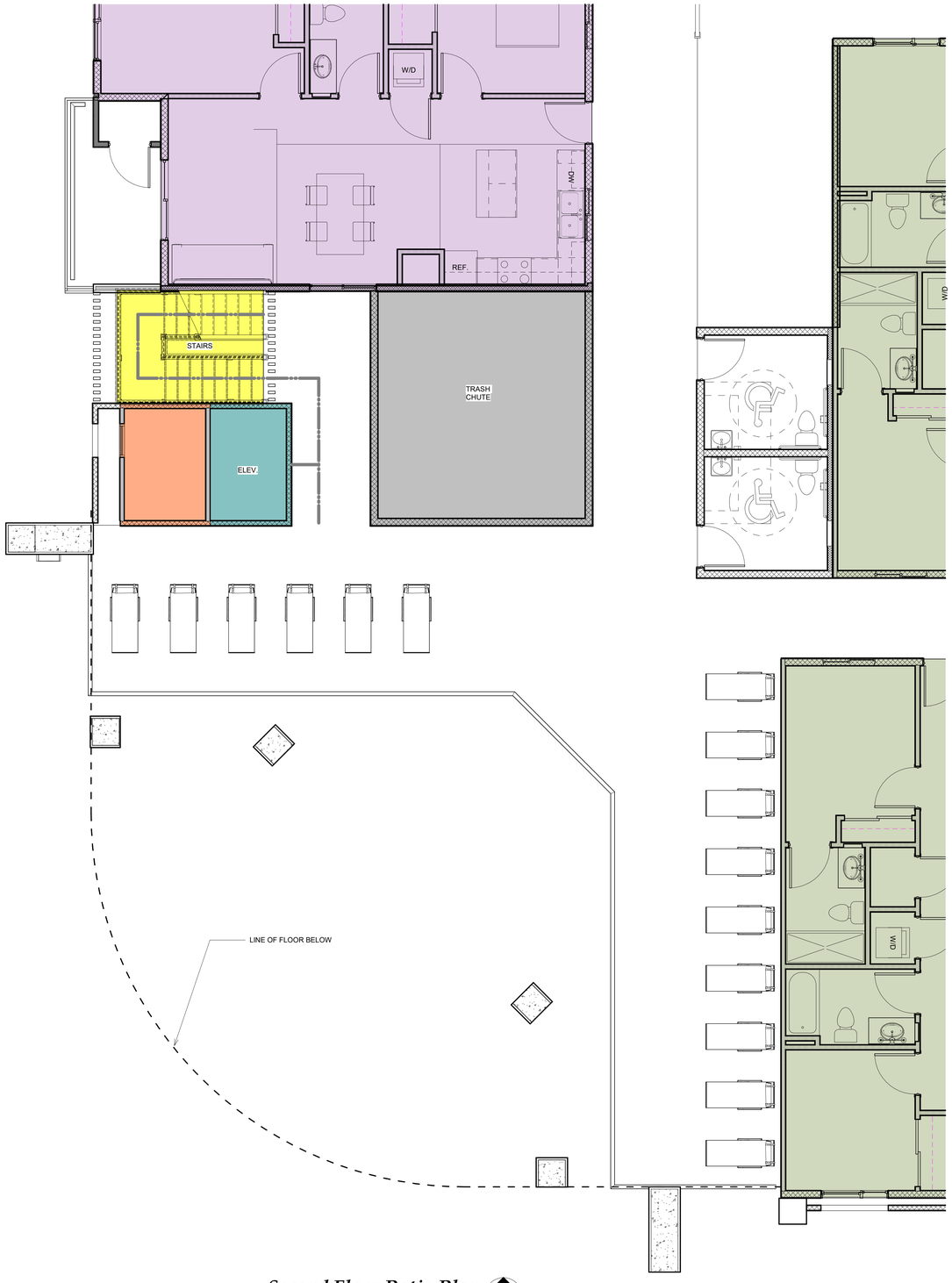
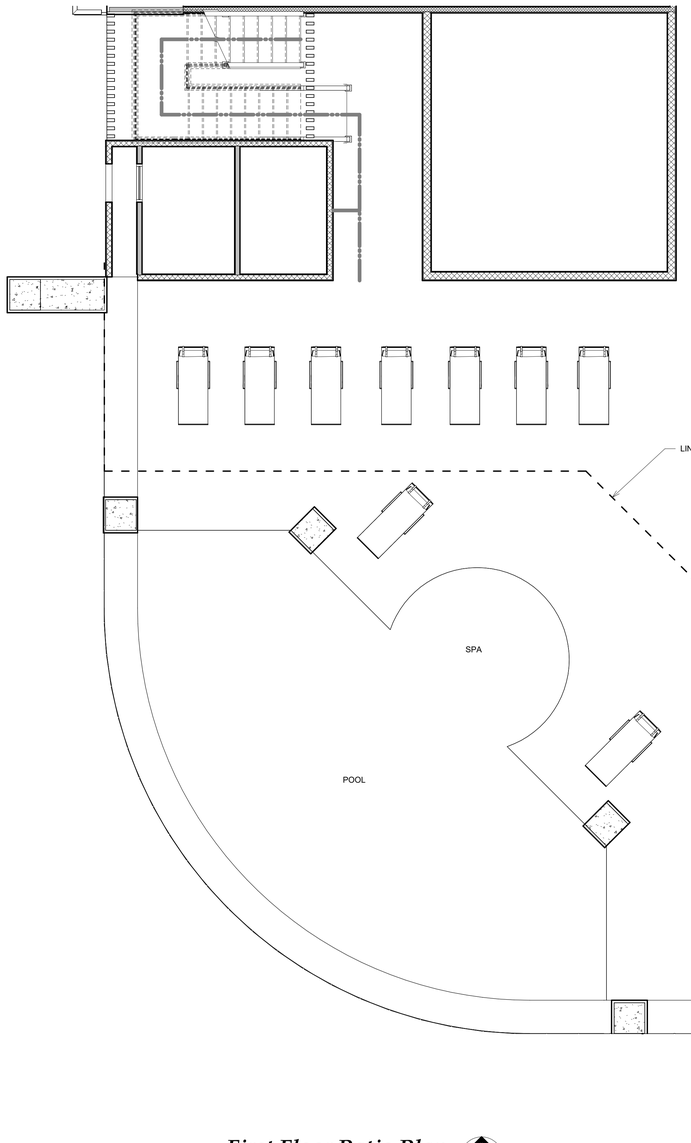


Second Floor Patio Plan

1/4" = 1'-0"



First Floor Patio Plan

1/4" = 1'-0"

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Main Corner Plans

PL4

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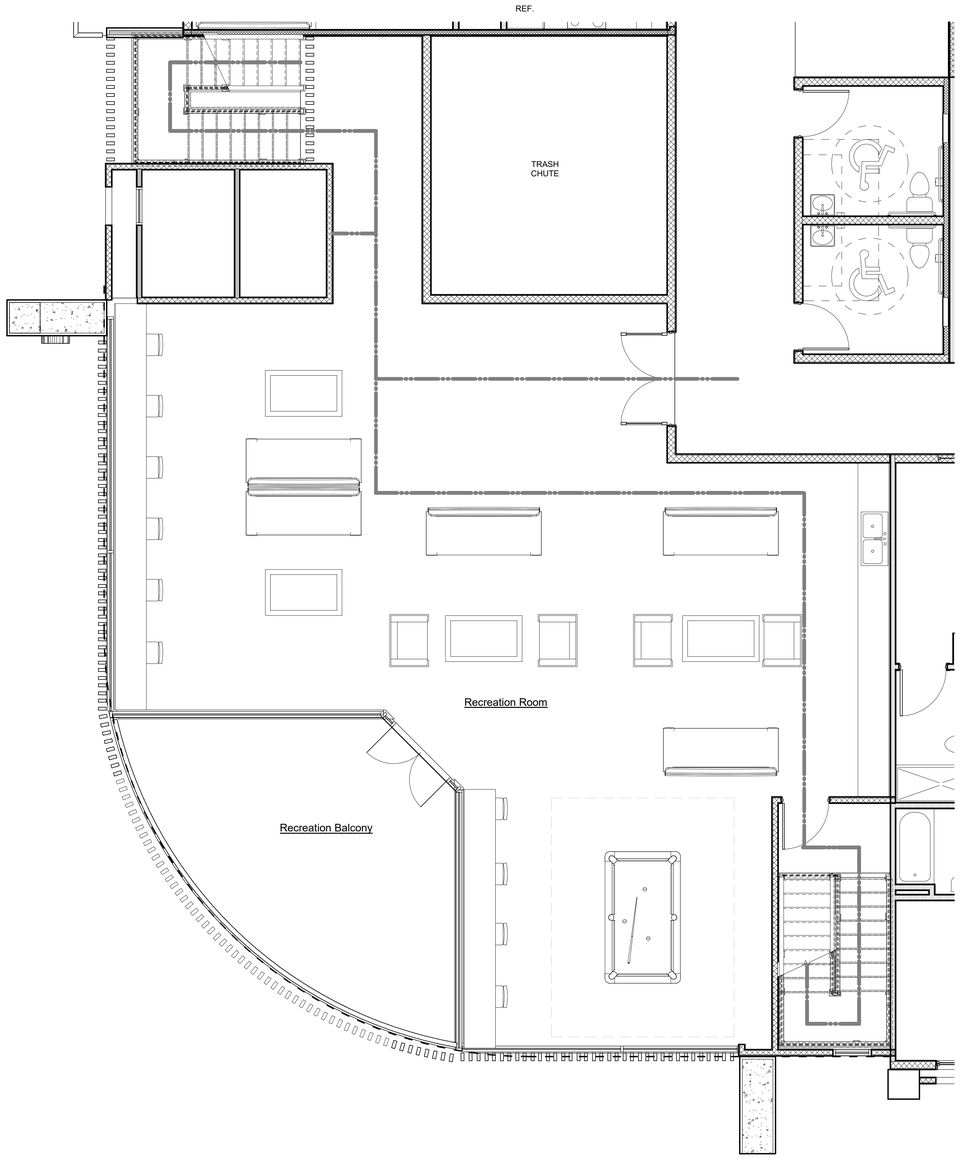
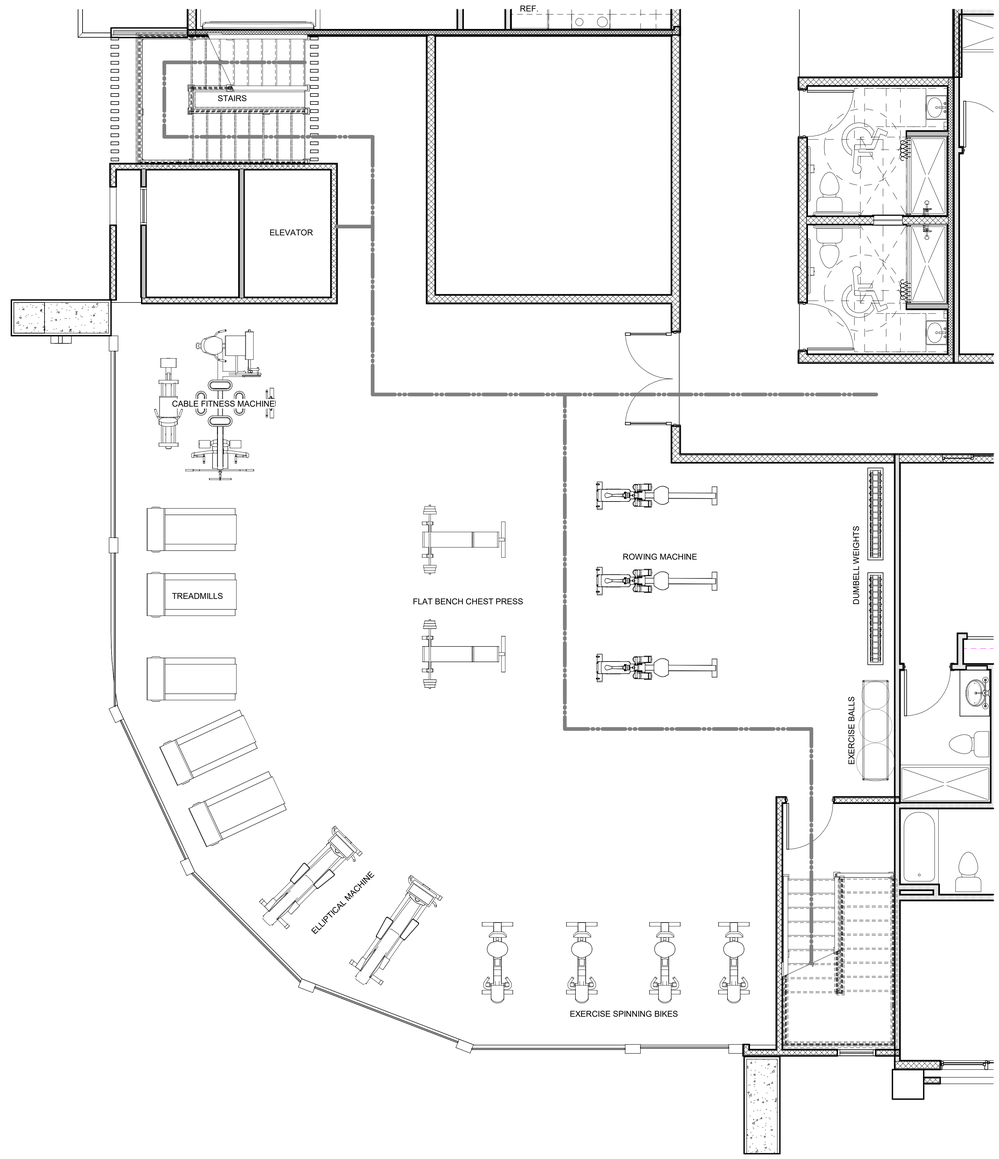


Fourth Floor Recreation Center Plan

1/4" = 1'-0"



Third Floor Fitness Center Plan

1/4" = 1'-0"

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Main Corner Plans

PL4.1

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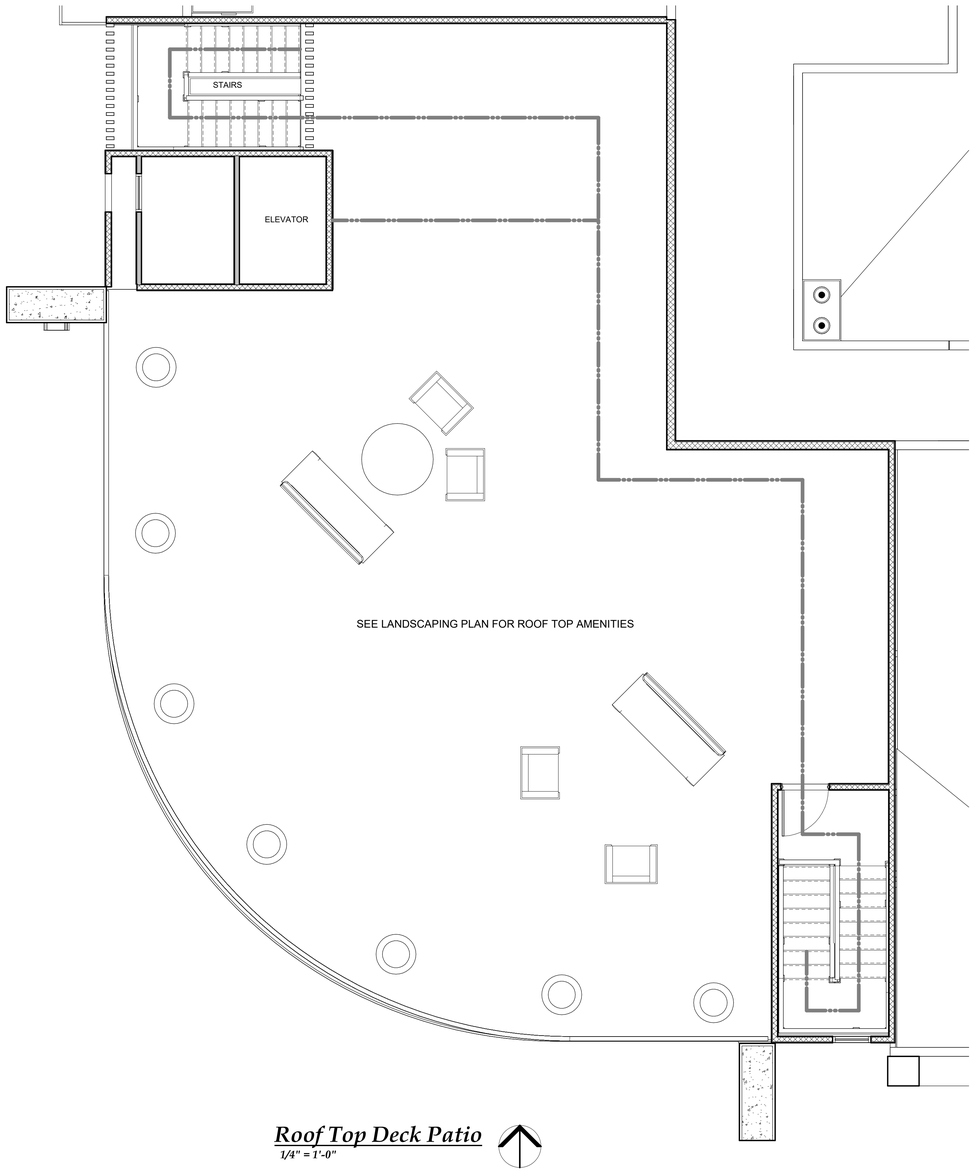

Roof Top Deck Patio
1/4" = 1'-0"

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Main Corner Plan

PL4.2

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South Elevation (Foothill Blvd)

1" = 10'-0"

East Elevation (Driveway)

1" = 10'-0"

West Elevation (Sultana Ave)

1" = 10'-0"

North Elevation

1" = 10'-0"

Material List

Material: Mark	Material: Description	Material: Manufacturer	Material: Model
M1	MAIN COLOR - EGRET WHITE	SHERWIN-WILLIAMS	SW7570
M2	ACCENT COLOR - THUNDER GRAY	SHERWIN-WILLIAMS	SW7645
M3	ACCENT COLOR - GATEWAY GRAY	SHERWIN-WILLIAMS	SW7644
M4	ACCENT COLOR - ROOKWOOD CLAY	SHERWIN-WILLIAMS	SW2823
M5	ACCENT COLOR - TRICORN BLACK	SHERWIN-WILLIAMS	SW6258
M6	Natural Stone Veneer	Cultured Stone	Country Ledgeston - Ashfall
M7	Expanded Mesh	Amico Architectural	Apex01
M8	Brick Veneer	Cultured Stone	Handmade Brick Veneer - Canvas
M9	ALUMINUM STOREFRONT		BLACK ANODIZED
M10	ALUMINUM COMPOSITE PANEL	REYNOBOND	DURAGLOSS 5000: ELEGANT BLACK
M11	ALUMINUM VERTICLE FIN		ALUMINUM WOOD FINISH
M12	ALUMINUM RAILING		ALUMINUM WOOD FINISH

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Proposed Apartment Complex For:

Mike Mahmoudi

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20-3872

16 Apr. 2025

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Exterior Elevations

PL5

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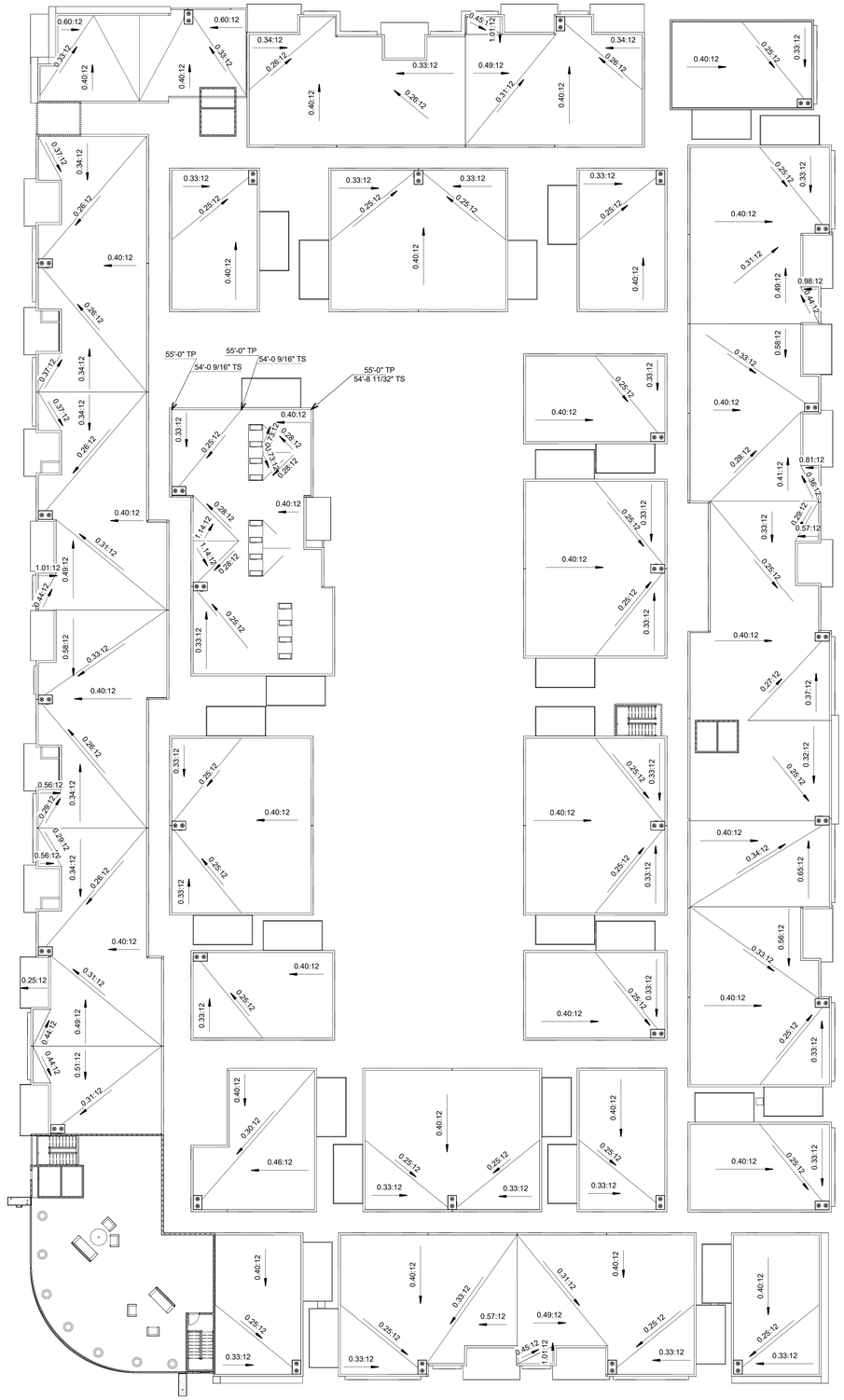

Roof Plan
1/16" = 1'-0"

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NEC Foothill Blvd & Sultana St, Fontana, CA 92336

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16 Apr. 2025

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Roof Plan

PL6

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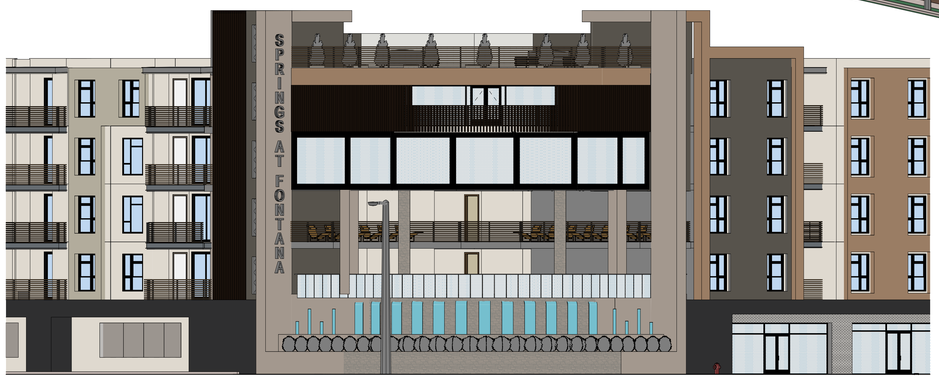
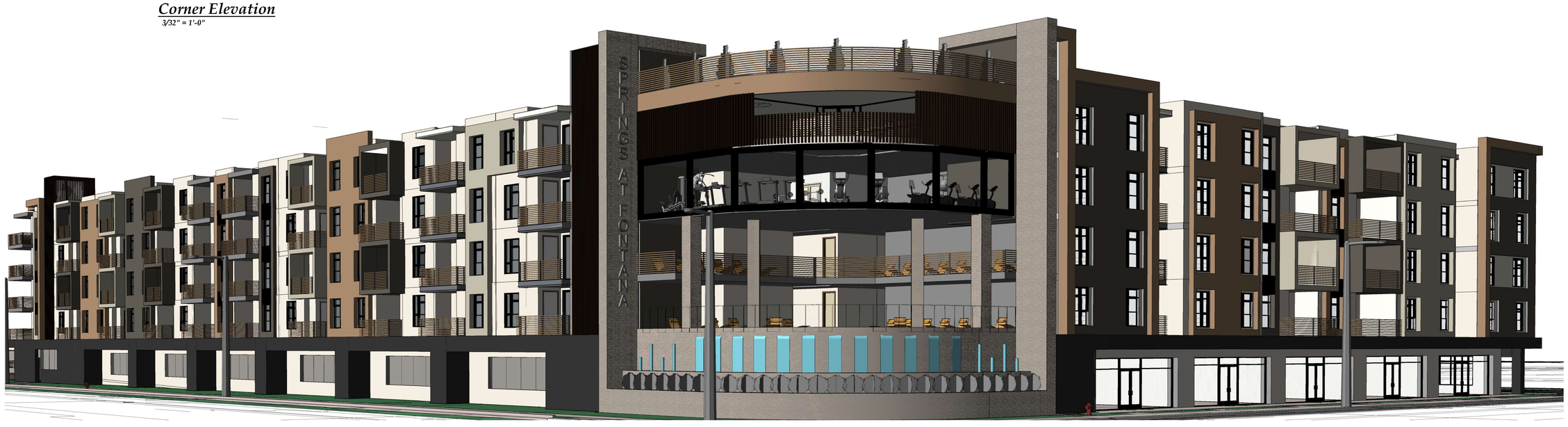
3D Views

PL7

3D Aerial View



Corner Elevation
3/32" = 1'-0"



3D Street View

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3D Renderings

PL8

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Proposed Apartment Complex For:
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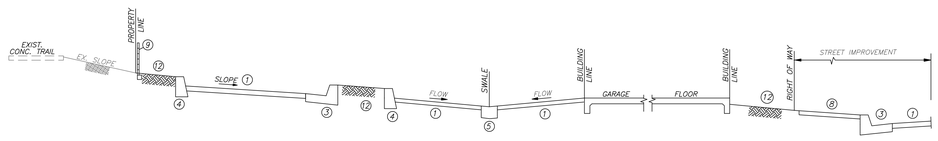
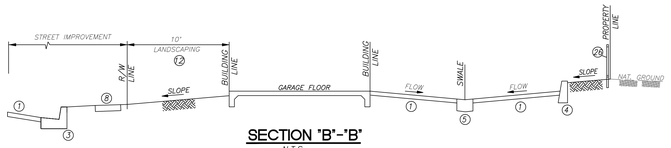
3D Renderings

PL9



SECTION "A"-"A"
N.T.S.



SECTION "B"-"B"
N.T.S.

SCALE: 1"=30'

STREET CROSS-SECTION FOOTHILL BOULEVARD
NOT TO SCALE

TYPICAL LAYOUT
N.T.S.

(ULTIMATE CROSS-SECTION PER CITY DWG NO. 6110)

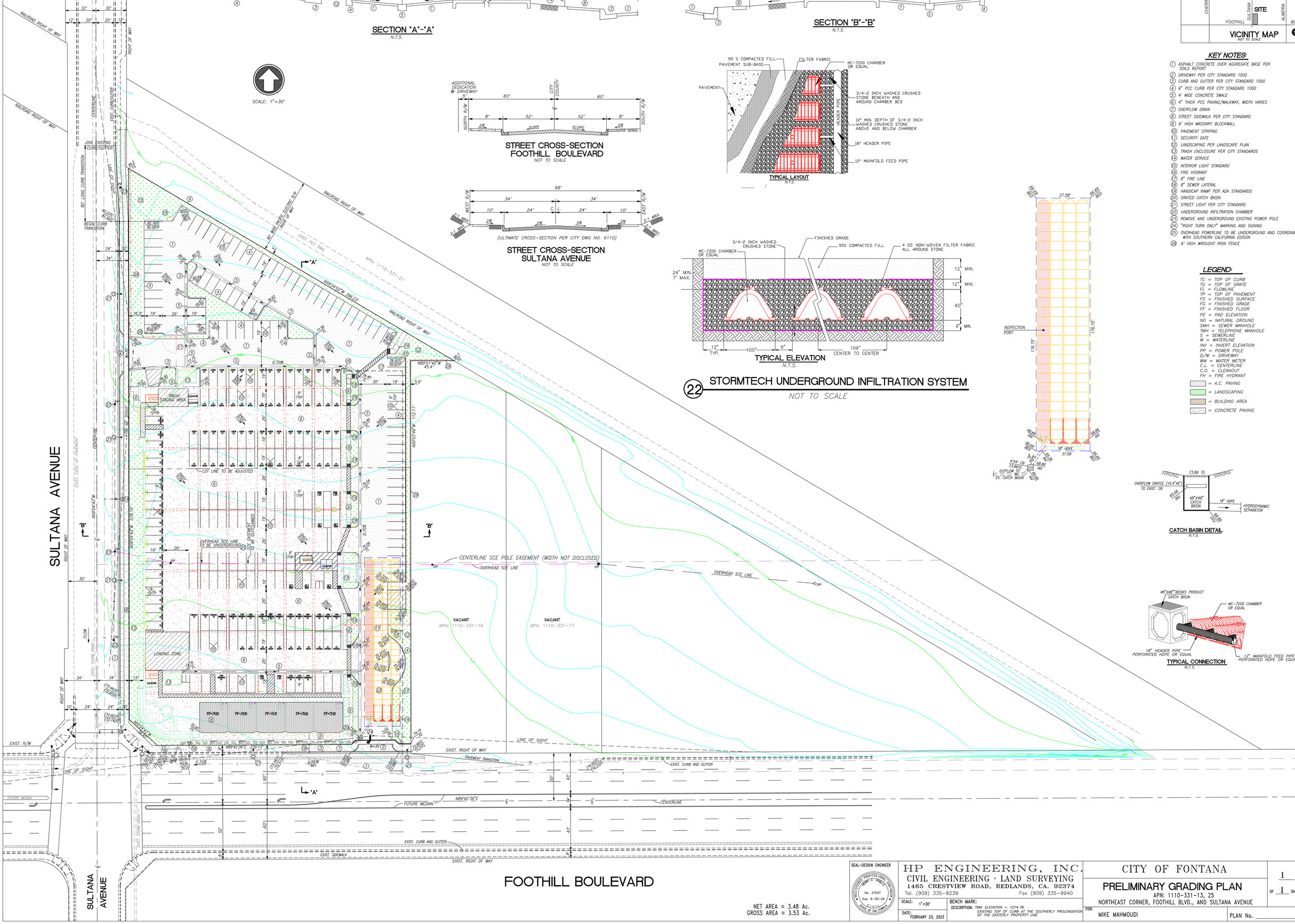
STREET CROSS-SECTION SULTANA AVENUE
NOT TO SCALE

TYPICAL ELEVATION
N.T.S.

22 STORMTECH UNDERGROUND INFILTRATION SYSTEM
NOT TO SCALE

CATCH BASIN DETAIL
N.T.S.

TYPICAL CONNECTION
N.T.S.



NET AREA = 3.48 Ac.
GROSS AREA = 3.53 Ac.

	BASELINE	AVE.	
AVE.			
	MILLER	AVE.	AVE.
CHERRY			
	FOOTHILL	SULTANA	SITE ALMERIA BLVD.

VICINITY MAP
NOT TO SCALE

KEY NOTES:

1. ASPHALT CONCRETE OVER AGGREGATE BASE PER SOILS REPORT
2. DRIVEWAY PER CITY STANDARD 1002
3. CURB AND GUTTER PER CITY STANDARD 1000
4. 6" PCC CURB PER CITY STANDARD 1000
5. 4' WIDE CONCRETE SWALE
6. 4" THICK PCC PAVING/WALKWAY, WIDTH VARIES
7. OVERFLOW DRAIN
8. STREET SIDEWALK PER CITY STANDARD
9. 6' HIGH MASONRY BLOCKWALL
10. PAVEMENT STRIPING
11. SECURITY GATE
12. LANDSCAPING PER LANDSCAPE PLAN
13. TRASH ENCLOSURE PER CITY STANDARDS
14. WATER SERVICE
15. INTERIOR LIGHT STANDARD
16. FIRE HYDRANT
17. 8" FIRE LINE
18. 8" SEWER LATERAL
19. HANDICAP RAMP PER ADA STANDARDS
20. GRATED CATCH BASIN
21. STREET LIGHT PER CITY STANDARD
22. UNDERGROUND INFILTRATION CHAMBER
23. REMOVE AND UNDERGROUND EXISTING POWER POLE
24. "RIGHT TURN ONLY" MARKING AND SIGNING
25. OVERHEAD POWERLINE TO BE UNDERGROUND AND COORDINATED WITH SOUTHERN CALIFORNIA EDISON
26. 6' HIGH WROUGHT IRON FENCE

LEGEND:

TC = TOP OF CURB
TG = TOP OF GRATE
FL = FLOWLINE
TP = TOP OF PAVEMENT
FS = FINISHED SURFACE
FG = FINISHED GRADE
FF = FINISHED FLOOR
PE = PAD ELEVATION
NG = NATURAL GROUND
SMH = SEWER MANHOLE
TMH = TELEPHONE MANHOLE
S = SEWERLINE
W = WATERLINE
INV = INVERT ELEVATION
PP = POWER POLE
D/W = DRIVEWAY
WM = WATER METER
C.L. = CENTERLINE
C.O. = CLEANOUT
FH = FIRE HYDRANT

= A.C. PAVING
= LANDSCAPING
= BUILDING AREA
= CONCRETE PAVING

SEAL-DESIGN ENGINEER

REGISTERED PROFESSIONAL ENGINEER ROBERT C. PRICE No. 37037 Exp. 6-30-24 CIVIL STATE OF CALIFORNIA

HP ENGINEERING, INC.
CIVIL ENGINEERING ◦ LAND SURVEYING
1465 CRESTVIEW ROAD, REDLANDS, CA. 92374
Tel. (909) 335-8239 Fax (909) 335-9940

SCALE: 1"=30'

DATE: FEBRUARY 23, 2023

BENCH MARK:
DESCRIPTION: TBM: ELEVATION = 1274.78
EXISTING TOP OF CURB AT THE SOUTHERLY PROLONGATION OF THE EASTERLY PROPERTY LINE

CITY OF FONTANA

PRELIMINARY GRADING PLAN

APN: 1110-331-13, 25
NORTHEAST CORNER, FOOTHILL BLVD., AND SULTANA AVENUE

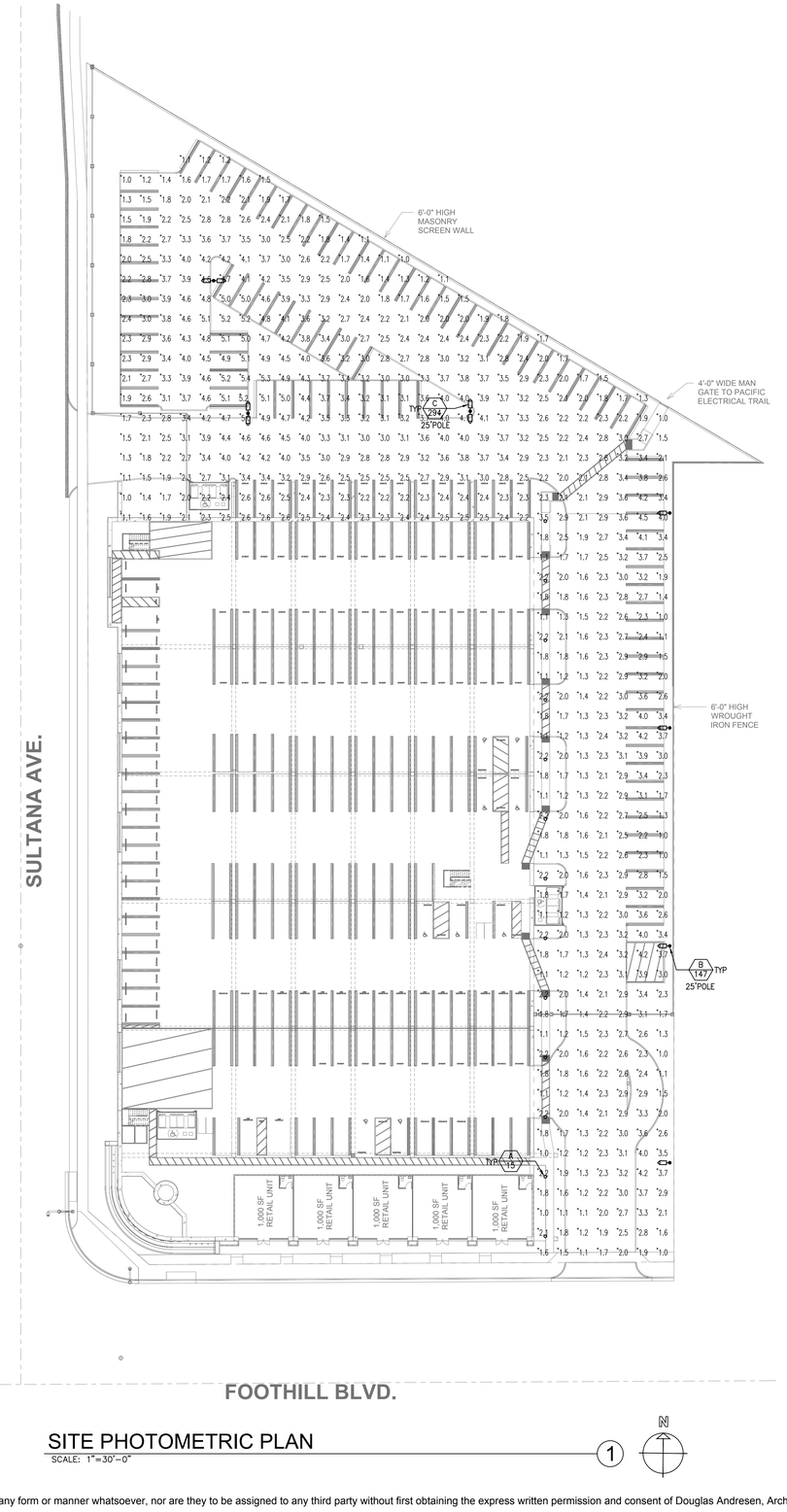
FOR: MIKE MAHMOUDI

PLAN No. _____

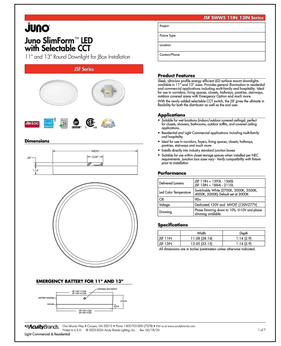
1 OF 1 SHEETS

Schedule							
Symbol	Label	QTY	Manufacturer	Catalog	Description	LLF	Input Power
○	A 15	13	Juno Lighting	JSF 11IN 13LM 40K 90CRI MVOLT ZT WH	11" Round Edgelit (Slimform) Surface Mount, 4000K, 90CRI, MV	0.9	14.6
	B 147	4	Lithonia Lighting	RSX2 LED P3 40K R3 HS	RSX LED Area Luminaire Size 2 P3 Lumen Package 4000K CCT Type R3 Distribution with HS shield	0.95	147
	C 294	3	Lithonia Lighting	RSX2 LED P3 40K R5	RSX Area Fixture Size 2 P3 Lumen Package 4000K CCT Type R5 Distribution	0.95	294

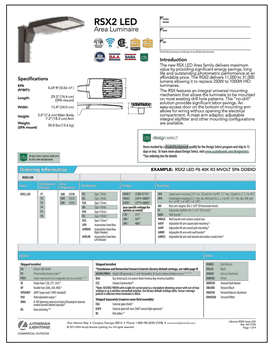
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking	+	2.6 fc	5.4 fc	1.0 fc	5.4:1	2.6:1



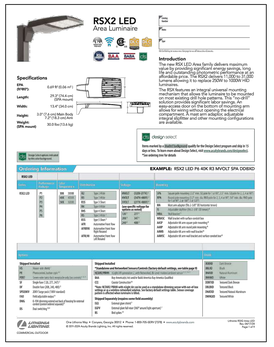
SITE PHOTOMETRIC PLAN
SCALE: 1"=30'-0"



TYPE A - 11" SURFACE LIGHT FIXTURE



TYPE B - SINGLE HEAD POLE FIXTURE



TYPE C - SINGLE HEAD POLE FIXTURE

RPM
Engineers, Inc.
102 DISCOVERY
Irvine, Ca. 92618
Tel: 949-450-1229 (213)
Fax: 949-450-1454
Contact: Mario Castro
e-mail: mario@rpmpe.com

Proposed Apartment Complex For:
Mike Mahmoudi
NEC Foothill Blvd & Sultana St, Fontana, CA 92336

20-3872	
1 Nov. 2023	

REGISTERED PROFESSIONAL ENGINEER — ALAN V. NGUYEN — No. 015596 — Exp.12-31-2025 — ELECTRICAL — STATE OF CALIFORNIA

SITE PHOTOMETRIC PLAN

E-1

RPM #24-001 06/21/2024

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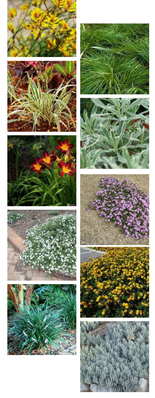
GROUND FLOOR



PLANT PALETTE

	WUCOLS	SIZE
TREES		
CERCIS canadensis 'Forest Pansy' PURPLE LEAF EASTERN REDBUD	Low	30' TALL, 20-25' WIDE
LAGERSTROEMIA indica 'Natchez' NATCHEZ CRAPE MYRTLE	Mod.	20' TALL & WIDE
LAGERSTROEMIA indica 'Catawba' CATAWBA CRAPE MYRTLE	Mod.	15' TALL & WIDE
MAGNOLIA grandiflora 'St. Mary' SWAN HILL FRUITLESS OLIVE	Low	25' TALL, 20' WIDE
PODOCARPUS falcatus AFRICAN FERN PINE	Mod.	40-60' TALL, 25' WIDE
RHAPHIOLEPIS 'Majestic Beauty' MAJESTIC BEAUTY INDIAN HAWTHORN	Mod.	25' TALL, 10' WIDE
FOUNDATION SHRUBS		
BUXUS microphylla japonica 'Winter Gem' WINTER GEM BOXWOOD	Mod.	3-4' TALL & WIDE
CALLISTEMON 'Little John' LITTLE JOHN DWARF BOTTLEBRUSH	Low	3' TALL, 3-5' WIDE
GARDENIA jasminoides 'Frostproof' FROSTPROOF GARDENIA	Mod.	5' TALL, 4' WIDE
LEUCOPHYLLUM frutescens 'Green Cloud' GREEN CLOUD TEXAS SAGE	Low	6-8' TALL & WIDE
PITTOSPORUM tobira 'Shima' CREAM DE MINT™ DWARF PITTOSPORUM	Mod.	24"-30" TALL & WIDE
PITTOSPORUM tenuifolium 'Oliver Twist' OLIVER TWIST PITTOSPORUM	Mod.	8-10' TALL, 5-7' WIDE
ROSA 'Pink' REMINISCENT PINK ROSE	Mod.	3-4' TALL, 2' WIDE
ROSMARINUS officinalis 'Tuscan Blue' TUSCAN BLUE ROSEMARY	Low	5' TALL, 2-4' WIDE
ACCENTS AND GROUNDCOVERS		
ANIGOZANTHOS Yellow YELLOW KANGAROO PAW	Low	1-3' TALL & WIDE
CAREX tumulicola BERKELEY SEDGE	Low	1-2' TALL, 2-3' WIDE
DIANELLA tasmanica 'Variegata' VARIEGATED FLAX LILY	Mod.	2' TALL & WIDE
EUPHORBIA characias 'Wilcott' SILVER SWAN EUPHORBIA	Low	2' TALL & WIDE
HEMEROCALLIS x 'Ruby Spider' RUBY SPIDER DAYLILY	Mod.	2-3' TALL,2' WIDE
LANTANA montevidensis TRAILING LANTANA	Low	1'-2' TALL, 3'-5' WIDE
LANTANA montevidensis 'Monma' WHITE LIGHTNIN' TRAILING LANTANA	Low	1' TALL, 3'-5' WIDE
LANTANA 'New Gold' NEW GOLD LANTANA	Low	1-2' TALL, 2-4' WIDE
LIRIOPE muscari 'Majestic' MAJESTIC LILYTURF	Mod.	18" TALL, 2' WIDE
SENECIO serpens BLUE CHALKSTICKS	Low	1' TALL, 2-3' WIDE

Note: All planters shall receive 3" layer shredded bark mulch.

PRELIMINARY WATER USE CALCULATIONS

Reference Eto 55.6 **Conservation Factor** 0.55 (residential)

Maximum Allowable Water Allocation Equation:
MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF)xSLA)]

Eto	0.62	ETAF	LA	1-ETAF	SLA	424,373 MAWA
55.6	0.62	0.55	22383	0.45	0	

Estimated Total Water Use Equation:
ETWU = Eto x 0.62 x ETAF x LA **381,031 ETWU**

HYDROZONE MATRIX

ZONE	HYDROZONE BASIS	S.F.	%TOTAL	PLANT TYPE	PLANT FACTOR	IRRIGATION EFFICIENCY	Eto	0.62	ETAF	LA	ETWU	IRRIGATION METHOD
LW-MW SHRUBS		22131	99%	MODERATE	0.40	0.81	55.60	0.62	0.49	22131	376,740.66	Dripline
LW-MW TREES		252	1%	MODERATE	0.40	0.81	55.60	0.62	0.49	252	4,289.85	Dripline
										ETWU	381,031	
									Total Landscape		22,383	

Note: Landscape to be installed with low-volume drip irrigation and automatic, weather sensing irrigation controller.

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LandscapeDynamics.net
Landscape Dynamics
URBAN | ECOSYSTEM | SOLUTIONS
Landscape Architecture - Consulting
Water Management - Certified Arboriculture
Inland Empire | Los Angeles | Eugene
(951) 244-4839

DESIGN PROJECT MANAGER
Sara Zoll
sarazoll@landscapedynamics.net
(951) 264-8195

Preliminary Landscape Plan

Proposed Apartment Complex

NEC Foothill Blvd and Sultana Street, Fontana, CA 92336

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST THREE DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

LICENSED LANDSCAPE ARCHITECT
5204
CHRISTY PASLEY
April 30, 2026
Renewal Date
May 16, 2025
Date
STATE OF CALIFORNIA

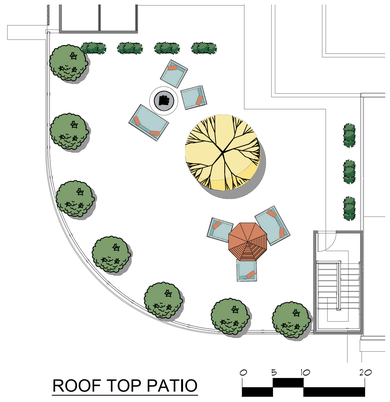
May 16, 2025

DESCRIPTION

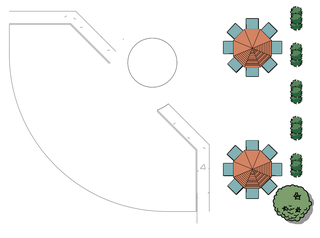
JOB NO.
632

SHEET
1 of 2

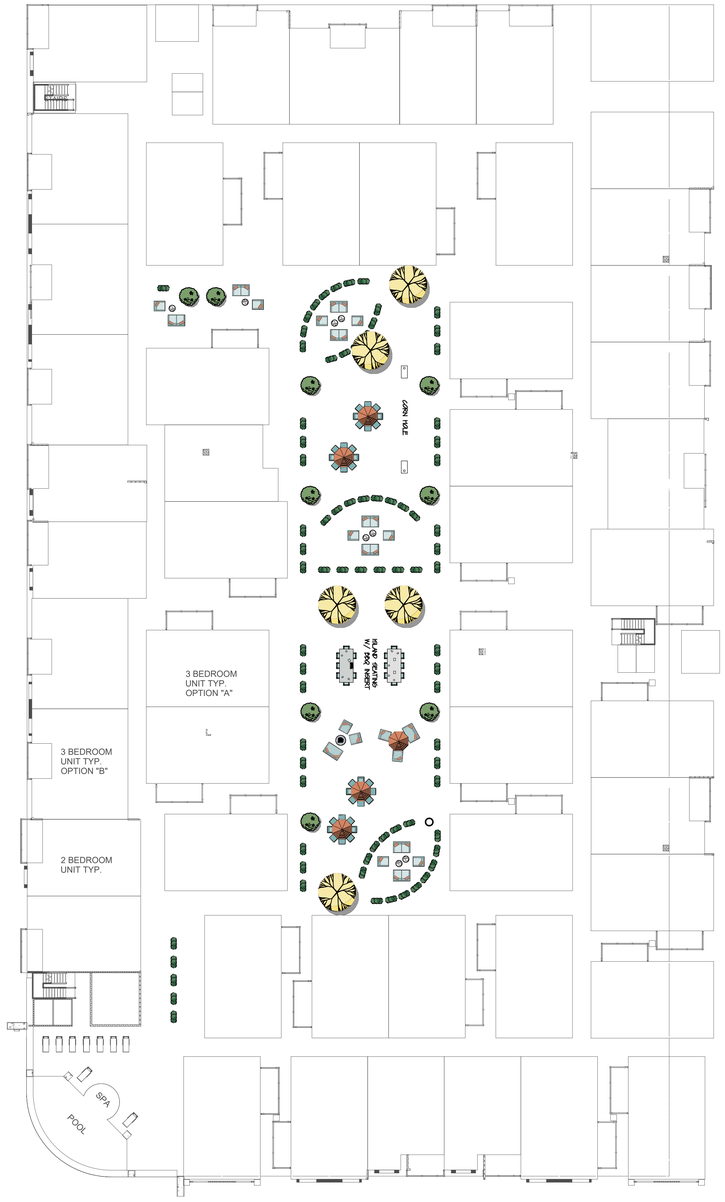
PLOT DATE: 5/16/2025, 10:47 AM



ROOF TOP PATIO

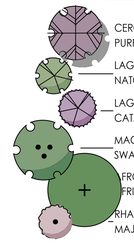


POOL DECK



FIRST FLOOR

PLANT PALETTE — WUCOLS — SIZE



TREES

CERCIS canadensis 'Forest Pansy' PURPLE LEAF EASTERN REDBUD	Low	30' TALL, 20-25' WIDE
LAGERSTROEMIA indica 'Natchez' NATCHEZ CRAPE MYRTLE	Mod.	20' TALL & WIDE
LAGERSTROEMIA indica 'Catawba' CATAWBA CRAPE MYRTLE	Mod.	15' TALL & WIDE
MAGNOLIA grandiflora 'St. Mary' SWAN HILL FRUITLESS OLIVE	Low	25' TALL, 20' WIDE
PODOCARPUS falcatus AFRICAN FERN PINE	Mod.	40-60' TALL, 25' WIDE
RHAPHIOLEPIS 'Majestic Beauty' MAJESTIC BEAUTY INDIAN HAWTHORN	Mod.	25' TALL, 10' WIDE

FOUNDATION SHRUBS

BUXUS microphylla japonica 'Winter Gem' WINTER GEM BOXWOOD	Mod.	3-4' TALL & WIDE
CALLISTEMON 'Little John' LITTLE JOHN DWARF BOTTLEBRUSH	Low	3' TALL, 3-5' WIDE
GARDENIA jasminoides 'Frostproof' FROSTPROOF GARDENIA	Mod.	5' TALL, 4' WIDE
LEUCOPHYLLUM frutescens 'Green Cloud' GREEN CLOUD TEXAS SAGE	Low	6-8' TALL & WIDE
PITTOSPORUM tobira 'Shima' CREAM DE MINT™ DWARF PITTOSPORUM	Mod.	24"-30" TALL & WIDE
PITTOSPORUM tenuifolium 'Oliver Twist' OLIVER TWIST PITTOSPORUM	Mod.	8-10' TALL, 5-7' WIDE
ROSA 'Pink' REMINISCENT PINK ROSE	Mod.	3-4' TALL, 2' WIDE
ROSMARINUS officinalis 'Tuscan Blue' TUSCAN BLUE ROSEMARY	Low	5' TALL, 2-4' WIDE

ACCENTS AND GROUNDCOVERS

ANIGOZANTHOS Yellow YELLOW KANGAROO PAW	Low	1-3' TALL & WIDE
CAREX tumulicola BERKELEY SEDGE	Low	1-2' TALL, 2-3' WIDE
DIANELLA tasmanica 'Variegata' VARIEGATED FLAX LILY	Mod.	2' TALL & WIDE
EUPHORBIA characias 'Wilcott' SILVER SWAN EUPHORBIA	Low	2' TALL & WIDE
HEMEROCALLIS x 'Ruby Spider' RUBY SPIDER DAYLILY	Mod.	2-3' TALL,2' WIDE
LANTANA montevidensis TRAILING LANTANA	Low	1'-2' TALL, 3'-5' WIDE
LANTANA montevidensis 'Monma' WHITE LIGHTNIN' TRAILING LANTANA	Low	1' TALL, 3'-5' WIDE
LANTANA 'New Gold' NEW GOLD LANTANA	Low	1-2' TALL, 2-4' WIDE
LIRIOPE muscari 'Majestic' MAJESTIC LILYTURF	Mod.	18" TALL, 2' WIDE
SENECIO serpens BLUE CHALKSTICKS	Low	1' TALL, 2-3' WIDE

Note: All planters shall receive 3" layer shredded bark mulch.

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DESCRIPTION

JOB NO.
632

SHEET
2 of 2

PLOT DATE: 5/15/2025 10:47 AM

RESOLUTION NO. PC 2025-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING CONDITIONAL USE PERMIT NO. 24-0022 TO ESTABLISH A MIXED_USE DEVELOPMENT IN THE R-5 ZONE, AND DESIGN REVIEW NO. 23-0024 FOR THE DEVELOPMENT OF A FIVE-STORY BUILDING CONSISTING OF 204 MULTI-FAMILY UNITS AND 5,000 SQUARE FEET OF COMMERCIAL RETAIL SPACE WITH ASSOCIATED IMPROVEMENTS ON APPROXIMATELY 3.5 GROSS ACRES FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FOOTHILL BOULEVARD AND SULTANA AVENUE IDENTIFIED AS ASSESSOR PARCEL NUMBERS 1110-331-13 AND 1110-331-25, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332 AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION.

WHEREAS, the project site identified as Assessor Parcel Numbers ("APNs") 1110-331-13 and -25, ("Project Site") was annexed from San Bernardino County into the City of Fontana on September 16, 2006; and

WHEREAS, on November 14, 2023, the City of Fontana ("City") received an application from Andresen Architecture ("Applicant") for a design review (DRP No. 23-0024) for site and architectural review of a mixed-use building at the Project Site; and

WHEREAS, on November 19, 2024, the City received a conditional use permit application (CUP No. 24-0022) for the establishment of a mixed-use development at the Project Site (CUP No. 24-0022 and DRP No. 23-0024 are referred to herein as the "Project"); and

WHEREAS, the Project Site has a General Plan Land Use designation of Multiple Family High Residential (R-MFH) and is located within the Multi-Family High Density Residential (R-5) zoning district, which allows for such projects; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the Project is Categorically Exempt pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development) and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the CEQA as the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; the project development occurs within city limits on a project site of less than five acres substantially surrounded by urban uses; the approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; the site can be adequately served by all required utilities and public services, and none of the exceptions in CEQA Guidelines Section 15300.2 apply; and

WHEREAS, the City wishes to protect and preserve the quality of life throughout the City, through effective land use and planning; and

WHEREAS, Conditions of Approval have been prepared and are attached hereto as **Exhibit "A"** for CUP No. 24-0022 and DRP No. 23-0024; and

WHEREAS, all notices required by statute and the Fontana Municipal Code (FMC) have been given as required; and

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; and a notice of the public hearing was published in the Fontana Herald newspaper on August 8, 2025, and simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, on August 19, 2025, a duly noticed public hearing on CUP No. 24-0022 and DRP No. 23-0024, was held by the Fontana Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City staff, and other interested parties; and,

WHEREAS, on August 19, 2025, the Planning Commission carefully considered all information, evidence and testimony presented at its public hearing on CUP No. 24-0022 and DRP No. 23-0024; 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 true, correct and incorporated herein by this reference.

Section 2. CEQA. The Planning Commission hereby determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project site is considered Infill as: (1) The Project is consistent with the Multi-Family High Residential (R-MFH) General Plan Land Use Designation and the Multi-Family High Density Residential (R-5) zoning designation; (2) The Project Site is less than five (5) acres and is substantially surrounded by urban uses; (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the residential project. The Planning Commission further determines that none of the exceptions in CEQA Guidelines Section 15300.2 apply to the Project and directs Staff to file a Notice of Exemption.

Section 3. Conditional Use Permit Findings. The Planning Commission hereby makes the following findings for CUP No. 24-0022 in accordance with Section 30-452(c) "Required Findings" for conditional use permits with mixed-use development, in the Fontana Zoning and Development Code.

Finding No. 1. The project consists of a use or mix of uses encouraging transit

use and is demonstrably oriented toward transit users.

Findings of Fact: The Project Site will create new commercial and residential uses along a major transit corridor and the conditions of approval regulate the use. The Project Site is less than ½ mile from a major transit stop. This development it will encourage transit use and is demonstrably oriented towards transit users.

Finding No. 2. The project is designed to enhance pedestrian access and/or other non-motor vehicle modes of transportation to public transit.

Findings of Fact: The Project Site is located on a 3.5 gross acre lot. The Applicant has provided various access points for pedestrians to walk to the nearest public transit station. The Project consists of one (1) new five (5) story mixed-use building with 204 multi-family units and 5,000 square feet of commercial space, located on Foothill Boulevard, a major east-west bus route that connects to the Fontana, Montclair and San Bernardino Metrolink stations.

Finding No. 3. The project encourages pedestrian activity and/or other non-motor vehicle modes of transportation and reduces dependency on motor vehicles.

Findings of Fact: The Project is designed to encourage pedestrian activity by locating a commercial retail suite along Foothill Boulevard, a major transit corridor. The Project's proximity to public transit, with a transit stop less than 583 feet away, promotes the use of non-motor vehicle transportation.

Section 4. Conditional Use Permit Findings. The Planning Commission hereby makes the following findings for CUP No. 24-0022 in accordance with Section 30-150 "Required Findings" for conditional use permits in the Fontana Zoning and Development: Code.

Finding No. 1. The proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning and Development Code, Municipal Code, general plan, any applicable specific plan or area plan, and City regulations/standards.

Findings of Fact: The Project Site is located at the northeast corner of Sultana Avenue and Foothill Boulevard (APNs: 1110-331-13 and -25). The General Plan Land Use designation for the Project Site is R-MFH and it is located within the R-5 zone. In accordance with Section 30-452 of the Zoning and Development Code, mixed use developments are required to obtain a conditional use permit. The General Plan and the Zoning and Development Code support the development of new commercial and residential uses along a major transit corridor, and the conditions

of approval will regulate the use. The project site meets the requirements of the Fontana Municipal Code, General Plan, and Zoning and Development Code.

Finding No. 2. **The site is physically suited for the type, density, and intensity of the proposed use including access, utilities, and the absence of physical constraints and can be conditioned to meet all related performance criteria and development standards.**

Findings of Fact: The Project Site is located on a 3.5 gross acre lot, is already equipped with utilities and is physically suited for the type of use. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Department. During the review process, changes were made to the plans to ensure that the Project is well designed. The project has access along Sultana Avenue and Foothill Boulevard for the residents and the public. The project will meet all the requirements from the Fontana Municipal Code.

Finding No. 3. **Granting the permit would not be detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity in which the project is located.**

Findings of Fact: There will be no adverse effect to the neighboring sites or their permitted uses from this mixed-use development. There are other similar existing uses in the vicinity. The development will improve the public health, safety and welfare of the community. Additionally, the granting of the permit will not be detrimental to the public interest instead it will provide the necessary housing units and commercial units for the City.

Section 5. Design Review Findings. The Planning Commission hereby makes the following findings for DR No. 23-0024 in accordance with Section 30-120, “Findings for approval,” of the Fontana Zoning and Development Code:

Finding No. 1: **The proposal is consistent with the General Plan, Zoning and Development Code, and any applicable Specific Plan.**

Findings of Fact: The Project consists of the development of five (5) story mixed-use building totaling 83,125 square feet on a 3.5 adjusted gross acre lot. Architectural features for the Project include aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows. The site and building design comply with the criteria contained in the design review section of the Fontana Zoning and Development Code as it has high quality architecture and appropriate screening comprised of screen walls and landscaping

that will make for an appropriate and desirable development.

More specifically, the Project meets Goal number 2 of Chapter 15 of the General Plan by encouraging livable corridor design, more walkable neighborhoods with higher density housing and a mixed-use development on larger infill sites along corridors such as Foothill Boulevard, connecting them to adjoining neighborhoods and locating multi-family development in mixed-use centers, preferably where there is nearby access to retail, services, and public transportation."

The project is located within the R-5 zoning district. The Project will meet all zoning and development standards set forth in the Zoning and Development Code, including the required density range. The density for the multi-family dwellings is 47 dwelling units/acre. This density is within the maximum of 50 dwelling units per acre range allowed by the R-5 zoning district. The Project is not within a specific plan.

Finding No. 2. **The proposal meets or exceeds the criteria contained in this chapter and will result in an appropriate, safe, and desirable development promoting the public health, safety, and welfare of the community.**

Findings of Fact: The Project consists of the construction of a five (5) story mixed-use building totaling approximately 83,125 square feet. This building will be built in accordance with all applicable building, zoning, and fire codes, Division 11 of the Zoning and Development Code, and the Conditions of Approval attached hereto as Exhibit "A" and referenced herein. Architectural features include aluminum panels and railings, stone and brick veneer, exterior metal doors, and glazed windows. The exterior color palette for the building is comprised of white/gray and neutral tone with black and blue accent. The variations to the building face and roof lines, and tower elements at a maximum of 62.5 feet on a portion of the building, adds structural and visual interest to the building and is consistent with the surrounding area. The Project includes sidewalks and landscape improvements along the project boundaries.

The site improvements have been reviewed by the City of Fontana Fire Prevention, Building and Safety, and Engineering Departments, Based on each department's review, it was determined that the Project meets the minimum requirements of the Multi-Family High Density Residential (R-5) zone. The Project will promote the public health, safety, and welfare of the occupants and community.

Finding No. 3. **The proposal, in its design and appearance, is aesthetically and architecturally pleasing, resulting in a safe, well-designed facility while enhancing the character of the surrounding**

neighborhood.

Findings of Fact: The Project is aesthetically and architecturally pleasing and compatible with the surrounding area. The Project Site is approximately 3.5 adjusted gross acres and is physically suitable in size and shape to support the mixed-use building. The Project creates visual interest with architectural features such as window glazing, tower elements, with variations to the roof and roof lines. The development is designed with features of architectural relief, landscaping, street improvements and lighting to enhance the character of the surrounding neighborhood.

The Project has been reviewed by the Engineering, Building and Safety and Fire Department with respect to the site circulation, access, and safety and it was determined that the Project meets the standards of the Zoning and Development Code and will provide a safe design for public access.

Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact: The development will include appropriate improvements that benefit not only for the Project Site, but also the surrounding area. The Project features sidewalks, drainage, grading, curb, gutter, sidewalk, landscaping, lighting, perimeter walls and fencing to provide a safe and well-designed neighborhood.

The improvements have been reviewed by the City's Planning, Fire, Building and Safety, and Engineering Departments. Based on the department's review, it was determined that the Project met all the city standards regarding circulation, access and safety.

Section 6. Approvals. Based on the foregoing, the Planning Commission hereby approves CUP No. 24-0022 and DRP No. 23-0024 subject to the Conditions of Approval attached hereto as **"Exhibit A"** and incorporated herein by this reference.

Section 7. 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.

Section 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 9. Severability. If any provision of this Resolution or the application of any

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

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 19th day of August 2025.

City of Fontana

_____
Idilio Sanchez, Chair

ATTEST:

I, Joseph Armendarez, 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 the 19th day of August. 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Joseph Armendarez, Secretary

Exhibit "A"

FONTANA
CALIFORNIA

CITY OF FONTANA
CONDITIONS OF APPROVAL

PROJECT: Master Case No. 23-0101
Conditional Use Permit No. 24-0022
Design Review No. 23-0024

DATE: August 19, 2025

LOCATION: The project site is located at northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and -25).

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. 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.

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. 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.
5. 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.
6. The applicant shall develop the mixed-used project as shown in the Planning Commission approved plans.
7. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
8. All temporary signs (banners, wind flags, etc.) shall not be placed on the property unless the proper permits are obtained.
9. All built in gas barbeques shall be installed with safety locks to the satisfaction of the Director of Planning.
10. The applicant shall install an underground electrical line for the built-in barbeques.
11. This Design Review Permit 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.
12. The current Development fees must be paid prior to issuance of building/construction permit.

ATTACHMENT NO. 3

13. This project shall comply with all applicable provisions, regulations and development standards of the City of Fontana Municipal Code.
14. 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, the property management company, and/or the homeowners association, and the Post Office.
15. Graffiti and unauthorized markings on any wall, sign, or structure must be removed within twenty-four (24) hours.
16. All landscaping must be adequately maintained at all times.
17. All masonry block walls shall be a minimum of six (6) ft. tall with a prefabricated cap when fronting the public right of way.
18. The amenities for this project shall include the following:
    a. Swimming Pool/Space
    b. Seating areas
    c. Built-in barbeques with tables
    d. Firepit
    e. Con hole
    f. Community recreational room
    g. Indoor gym/fitness facility
19. Color combinations and color schemes for multi-family buildings approved under a Design Review Permit application shall not be modified or changed without prior approval from the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.
20. 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.
21. The applicant shall provide up-lighting on the perimeter and up-light proposed trees to the satisfaction of the Director of Planning and his/her designee.
22. 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.

23. 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.

24. Community address numbers and complex numbers should be visible. Building and unit numbers should be posted and visible. Address specifications are meant to ensure identification and location of buildings. Proper posting and maintenance minimizes confusion as to location and expedites public safety response.

25. 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.

26. 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.

27. 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.
        3. Store and maintain equipment, building materials, and waste materials as far as practical from as many sensitive receivers as practical.
        4. Applicant shall demonstrate that the project meets the driveway aisle setback standards.
        5. Applicant shall submit a parking plan for approval of the Director of Community Development that each unit shall have at least one assigned parking space within 150’ of the unit.

Prior to Issuance of Grading Permit

28. 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.

Prior to Issuance of Certificate of Occupancy

29. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy. Prior to the issuance of a Certificate of Occupancy, the applicant shall underground all utilities, which for the purpose of this condition shall include all boxes, structures and/or other equipment located in the public rights-of-way, any public utility easement(s), and on any private property, to the satisfaction of the Director of Planning.

POLICE DEPARTMENT

30. Install and maintain the Fontana Police Department's R.E.A.C.T. electronic gate system (in addition to the County's Knox Box system).

31. 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.

ENGINEERING DEPARTMENT LAND DEVELOPMENT:

32. 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. Onsite sewer shall be owner maintained.

33. 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.

34. The Applicant's responsibility to maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

35. Traffic specific conditions are provided under the Traffic Conditions of Approval section

Prior to Issuance of Grading Permit

36. The Applicant shall submit and gain approval of a complete Water Quality Management Plan (WQMP) report in accordance with the County of San Bernardino Technical Guidance Document and latest template.

37. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

Prior to Issuance of Construction Permits

38. The Applicant shall provide a Land Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

39. The Applicant shall record All, lot line adjustments, right-of-way dedications, easements, as required for the development.

40. 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.

41. Project will be required to construct all offsite improvements along Foothill Boulevard if the City capital improvement project has not already completed the work. This includes construction of the center median on Foothill Blvd together with minor traffic signal equipment such as loop detectors and signage and striping modifications at the intersection of Foothill Blvd and Sultana Ave.

42. The Applicant shall perform a pavement quality analysis by a qualified geotechnical engineer for Sultana Avenue and Foothill Boulevard for the City to review and approve. Depending on the results, Sultana Avenue and Foothill Boulevard along the project frontage may need to be fully replaced to bring the pavement structural section into conformance with City standards. Any remedial action less than full replacement shall be justified by the pavement analysis and shall bring the pavement condition to a 20 year pavement life.

Prior to Issuance of Final Certificate of Occupancy

43. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.

44. The Applicant/Engineer to provide the City of Fontana with As-Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.

45. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.

46. The Surveyor of Record 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.

47. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record shall notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

48. 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).

49. All sewer shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.

50. All storm drains shall be video inspected by applicant/contractor. 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 Inspector. If

removal and replacement of any utility is required, a subsequent video of the repair will be required.

51. 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 BMP Transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.

ENGINEERING TRAFFIC:

52. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
    a. The project may have a single ingress/egress point along Foothill Ave that shall be designed, constructed, and signed to restrict egress to right-in and right-out movements only.
    b. The project may have a single ingress/egress point along Sultana Ave that shall be designed, constructed, and signed to allow for all movements.
53. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.
54. Intersection sight distance and stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation.
55. The location of bicycle parking shall be depicted on the site plan. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals.
56. The loading and unloading zone for the retail component of the project shall not interfere with on-site circulation or cause vehicles entering the site from Foothill Ave or Sultana Ave to queue within the public Right-of-Way, subject to approval of the City Engineer.
57. All gated ingress locations shall provide a visual indication to drivers prior to entering the gated driveway whether the gate is closed or open. This may be excluded if sufficient turn-around space is provided for the design vehicle or if the gate is manned with personnel who would permit an errant driver to enter the gate to turn around and depart. At no time shall the project cause vehicles entering the site to need to reverse into a travel lane in the public right-of-way in order to depart or turn-around.

BUILDING & SAFETY DEPARTMENT:

General Conditions

58. The applicant shall design the project to show compliance 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

59. 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.

60. 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.

61. 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.

62. The applicant shall have the lot line adjustment recorded prior to the issuance of any building permits.

63. 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, such as a public street, a 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 a 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.

64. 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

65. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety 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. Ped Elevation certification
E. Rough grade inspection signed off by a City Building Inspector

FONTANA FIRE PREVENTION DISTRICT:

66. 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.

67. 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.

68. 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.

69. Fire Lanes. The applicant shall submit on a site plan to the Fire Department for review and approval 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.

70. Water System Commercial. Prior to map recordation or lot line adjustment, 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 as measured along vehicular travel-ways. California Fire Code Chapter & SBCoFD Standard W-2.

    The Fire Flow for this project shall be: 4,000 GPM for a two-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 350,438 sq ft structure.

71. Hydrant Marking**.** Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

72. Water Improvement Plan: The applicant shall submit “Water Improvement Plans” to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, square foot details of the largest building, total square foot of ALL floors in a multifloored building, square foot size of entire site, and description of what is being constructed/occupancy type. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. **ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE.** California Fire Code Chapter 5.

73. 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.

74. Fire Sprinkler-NFPA #13. An automatic fire sprinkler system complying with NFPA 13 and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The plans shall include hydraulic calculations and manufacturer specification sheets. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-1.

75. Standpipe system. A standpipe system is required. A fire sprinkler contractor shall submit three (3) sets of hydraulic calculations and detailed plans to the Fire Department for review and approval. The system shall comply with NFPA 14 and Fire Department standards. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9.

Hood and Duct Extinguishing system: (IF APPICABLE IN RETAIL SPACE) An automatic hood and duct fire extinguishing system is required. A licensed contractor shall submit three (3) sets of detailed plans (minimum 1/8" scale) with manufactures' specification sheets 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 17A, & NFPA 96.

76. Fire Alarm, Manual or Automatic. A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA 72 and all applicable codes is required. 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, SBCFD Standard F-5, & NFPA 72.

77. 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.

78. Commercial (large facility) Addressing. Commercial, industrial developments in excess of 100,000 sq. ft. shall have the street address installed on the building with numbers that are a minimum twelve (12) inches in height and with a one and one half (1 ½) 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.

79. 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.

80. 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.

81. Material Identification Placards: (IF APPLICABLE IN RETAIL SPACES) The applicant shall install, in all locations deemed appropriate by the Fire Department, approved material identification placards on the outside of all buildings and/or storage tanks that store hazardous or flammable materials. Additional placards shall be required inside the buildings when chemicals are segregated into separate areas. California Fire Code Chapter 50 & NFPA 704

82. Secondary Access. The development shall have a minimum of 2 points of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.

83. San Bernardino County Fire Standards/Codes: Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.

END OF CONDITIONS OF APPROVAL

NOTICE OF EXEMPTION

TO: ☐	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: Address: Telephone:	City of Fontana 8353 Sierra Ave, Fontana CA 92335 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:			

1. Project Title:	**Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024.**
2. Project Applicant (include address, telephone number and email address):	**Bobbie Rey,** **Project Administrative Coordinator** **Bobbie.rey@aaifirm.com** **(909) 355-6688** **Andresen Architecture** **17087 Orange Way** **Fontana, CA 92335**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is for the development (Mahmoudi Mixed Use Project) of a mixed-use development of multi-family residential units that include 163 multi-family units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres, located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)**
6. Name of Public Agency approving project:	City of Fontana

7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**Bobbie Rey,** **Project Administrative Coordinator** **Bobbie.rey@aaifirm.com** **(909) 355-6688** **Andresen Architecture** **17087 Orange Way** **Fontana, CA 92335**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Accessory Structures) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	
9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 In-Fill Development Project), Class 32 The project site is currently two lots surrounded by development within the City's designated infill boundary. The project is consistent with the General Plan and zoning, site is on five (5) gross acres or less (3.5 acres), has no value as habitat for endangered, rare, or threatened species, the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and streets, schools, water, and fire protection have already been developed and are provided in the general area. Therefore, it has been determined that the project qualifies for a categorical exemption.**

10. Lead Agency Contact Person: Telephone:	Salvador Quintanilla, Senior Planner 909-350-6656
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☐ No ☐ If yes, the date of the public hearing was: August 19, 2025	

Date: August 20, 2025

_____
Signature

Name: DiTanyon Johnson

Title: Planning Manageer

☒ Signed by Lead Agency ☐ Signed by Applicant

Date Received for Filing:

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE PLANNING COMMISSION OF THE CITY OF FONTANA FOR THE FOLLOWING:

Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024

A request to develop a mixed-use development of 163 multi-family residential units and 41 ADU units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres.

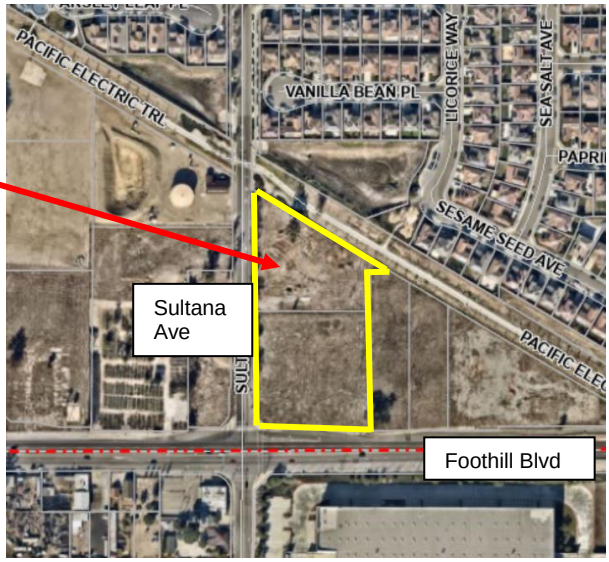
Environmental Determination: This project is Categorically Exempt with studies pursuant to Section No. 15332 (In-Fill Development Project) of the California Environmental Quality Act and Section No. 3.22 of the 2019 Local Guidelines for Implementing CEQA.

Location: Northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and -25).

Date of Hearing: August 19, 2025

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 **Salvador Quintanilla, Senior Planner**, at (909) 350-6656 or squintanilla@fontanaca.gov.

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.

PUBLISH: August 8, 2025

City of Fontana

Planning Commission

Minutes

Idilio Sanchez, Chair
Ricardo Quintana, Vice Chair
Joe Armendarez, Secretary
Torrie Lozano, Commissioner
Dylan Keetle, Commissioner

Tuesday, August 19, 2025 6:00 P.M. Grover W. Taylor Council Chambers

CALL TO ORDER/ROLL CALL:

A. Call to Order/Roll Call:

A regular meeting of the City of Fontana Planning Commission was held on Tuesday, August 19, 2025. Vice Chair Quintana called the meeting to order at 6:03 p.m.

Present: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano.

Absent: Chair Sanchez

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

Following the Invocation by Chaplain Bianca Pescina, the Pledge of Allegiance was led by Commissioner Lozano.

PUBLIC COMMUNICATIONS:

A. Public Communications:

None.

CONSENT CALENDAR:

A. Approval of Minutes:

Approve the Regular Planning Commission Meeting Minutes of July 15, 2025.

ACTION: A Motion was made by Secretary Armendarez and seconded by Commis sioner Keetle and passed by a vote of 4-0 to approve the Consent Calendar.

The motion carried by the following vote:

Aye: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano

Absent: Chair Sanchez

Abstain: None

PH-A Master Case No. 25-0047 and Municipal Code Amendment No. 25-0008: Fontana Municipal Code amendments to Chapter 30 to modify multiple sections of the Zoning and Development Code, including modifications to the definition of and operating standards for restaurants, development standards for the Multi-Family Medium/High Density Residential (R-4) zone, administrative procedures pertaining to administrative site plan and design review entitlements; and the establishment of a Paseo Overlay District; modification to Chapter 26 pertaining to time extensions for tentative maps; and modification to Chapter 33 to provide additional delivery standards for cannabis retail storefront businesses.

Vice Chair Quintana opened the Public Hearing.

Staff recommended that the Planning Commission continue this item to the September 16, 2025, Regular Planning Commission Meeting.

No written correspondence was received.

RECOMMENDATION:

Staff recommends that the Planning Commission continue this item to the September 16, 2025, Regular Planning Commission Meeting.

ACTION: Motion was made by Commissioner Keetle and seconded by Commissioner Lozano and passed by a vote of 4-0 to continue Public Hearing Item "A" to the September 16, 2025, Regular Planning Commission Meeting.

The motion carried by the following vote:

AYES: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Chair Sanchez

PH-B Master Case No. (MCN) 23-0085: Conditional Use Permit No. 23-0018 and Administrative Site Plan No. 23-0027 - A request to establish a trailer repair facility and a request for site and architectural review of a new approximately 11,933 square foot trailer repair facility and associated site improvements on a 1.7 acre site located at 15763 Boyle Avenue (Assessor Parcel Number 0237-052-23) pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Vice Chair Quintana opened the Public Hearing.

Alexia Barberena, Associate Planner, presented the staff report.

Secretary Armendarez inquired about rear emergency access. Staff noted the Fire Department found Boyle Avenue access sufficient and that Slover Avenue access is not feasible due to adjacent businesses.

The applicant, Suresh Doddiah, on behalf of S.D. Engineering & Associates stated that he read and agreed to the Conditions of Approval.

No written correspondence was received.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information in the staff report and resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-026 and,

1. **Find that the project is categorically exempt pursuant to CEQA Guidelines Section No. 15332 (Class No. 32, Infill Development), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**

2. **Approve Conditional Use Permit No. 23-0018; and,**

3. **Approve Administrative Site Plan No. 23-0027.**

ACTION: Motion was made by Commissioner Keetle and seconded by Secretary Armendarez and passed by a vote of 4-0 to approve Public Hearing Item "B"; adopt Resolution No. PC 2025-026; Approve Conditional Use Permit No. 23-0018 and Administrative Site Plan No. 23-0027.

The motion carried by the following vote:

AYES: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Chair Sanchez

PH-C Master Case No. 23-0101: Conditional Use Permit No. 24-0022, and Design Review No. 23-0024; A request for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 acre site located on the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Vice Chair Quintana opened the Public Hearing.

The City Clerk's Department received two (2) written correspondences in opposition of this item.

Salvador Quintanilla, Senior Planner, presented the staff report.

Commissioner Lozano asked about parking and separation for retail and residents. Staff confirmed 277 spaces (code requires 275), with first floor and outdoor parking, retail spaces in front, and residential parking behind fencing.

The applicant, Mike Mahmoudi, stated that he read and agreed to the Conditions of Approval. Project Architect, Doug Andresen provided the commission with a short overview of the project.

The following individual spoke in opposition:

- Alree Young

Vice Chair Quintana inquired about the traffic study, surrounding land uses, and bike path safety. Staff confirmed the study showed acceptable traffic levels, described adjacent properties, and noted that safety would be supported through police patrols if needed, CPTED review, and a gated design.

The Public Hearing was closed.

Chair Quintana re-opened the Public Hearing.

Commissioner Keetle commended the project design and inquired about courtyard access, retail uses, and building height impacts. Applicant explained the courtyard will be located above the podium level, accessible only to residents via secure elevator and stair access. Retail space will be leased, with typical uses such as a coffee shop or salon anticipated, and hours will be subject to lease terms. Applicant noted the project design and site grading reduce visual impacts to nearby residences, with several hundred feet of separation and elevation changes.

Additionally, Commissioner Keetle asked for clarification on traffic study numbers and potential impacts on Sultana Avenue. Staff explained the study provided total project peak trip counts (90 a.m. and 121 p.m.) and deferred to engineering for specific Sultana impacts. Commissioner Keetle also asked about crime, and staff noted that development generally reduces crime by increasing activity and visibility in the area.

The following individual spoke in favor:

- Che Tang

The Public Hearing was closed.

RECOMMENDATION:

Based on the information in the staff report and resolution, and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-027; and,

1. **Determine that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32. Infill Development) of the California Environmental Quality Act (CEQA), and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,**

2. **Approve Conditional Use Permit (CUP) No. 24-0022; and,**

3. **Approve Design Review (DRP) No. 23-0024**

ACTION: Motion was made by Secretary Armendarez and seconded by Commissioner Keetle and passed by a vote of 4-0 to approve Public Hearing Item "C"; adopt Resolution No. PC 2025-027; approve Conditional Use Permit (CUP) No. 24-0022 and approve Design Review (DRP) No. 23-0024.

The motion carried by the following vote:

AYES: Vice Chair Quintana, Secretary Armendarez, Commissioners Keetle and Lozano NOES: None; ABSTAIN: None; ABSENT: Chair Sanchez

PH-D Master Case No. 24-0055; Design Review No. 24-0028; A request for site and architectural approval of a new residential development consisting of eight (8) multi-family units with associated improvements on a .3-acre site located on Miller Avenue between Sierra Avenue and Acacia Street (Assessor Parcel Number 0190-171-11), pursuant to a Categorical Exemption in accordance with CEQA Guidelines Section 15332.

Vice Chair Quintana opened the Public Hearing.

The City Clerk's Department received one (1) written correspondences in opposition of this item.

Rina Leung, Senior Planner, presented the staff report and noted a memo requesting modification to Condition No. 24 to require stucco and a decorative cap on the existing block wall along the east side of the project.

Commissioner Keetle inquired about parking for the proposed project, including the total number of spaces and requirements for the main units and ADUs. Staff explained that the project provides nine spaces, which meets code due to allowed reductions for long-term bike parking and proximity to a bus stop. Street parking is available to the east and on nearby interior streets, but not directly in front of the project. Staff also confirmed that the project complies with all applicable parking requirements.

Engineer, Doug Andresen, on behalf of the applicant stated that he read and agreed to the amended Conditions of Approval. The Applicant explained that the three-story design is intended to maximize development efficiency and affordability while exceeding parking requirements. The project aims to be visually appealing, complement the community, and provide long-term value.

The following individual spoke in opposition:

- Karla Gutierrez
- David Oei

Commissioner Keetle expressed concern about insufficient parking for ten units, potential traffic near the school, and impacts on nearby residents. Staff noted that the ADUs comply with parking requirements and are not within the discretionary view of the Planning Commission.

Vice Chair Quintana inquired about traffic safety near the adjacent school and whether the traffic study accounted for student crossings. Staff responded that a traffic analysis was completed, showing minimal trips, and noted a condition of approval allowing future traffic restrictions if needed. Vice Chair Quintana also raised a concern about privacy and setbacks. Staff confirmed the setback meets code requirements and explained the inclusion of perimeter landscaping and relocation of the three-story building away from nearby residences.

The Public Hearing was closed.

RECOMMENDATION:

Based on the information contained in the staff report and resolution and subject to the attached Findings and Conditions of Approval, staff recommends that the Planning Commission adopt Resolution No. PC 2025-028; and,

1. Find that the project is categorically exempt pursuant to Section No. 15332 (Class No. 32, Infill Development) of the California Environmental Quality Act, and Section No. 3.22 (Categorical Exemption) of the Local 2019 Guidelines for Implementing the CEQA, and direct staff to file a Notice of Exemption; and,

2. Approve Design Review (DRP) No. 24-0028.

ACTION: Motion was made by Secretary Armendarez and seconded by Commissioner Lozano and passed by a vote of 3-1 to approve Public Hearing Item "D"; adopt Resolution No. PC 2025-028 and approve Design Review (DRP) No. 24-0028 with amended conditions of approval.

The motion carried by the following vote:

AYES: Vice Chair Quintana, Secretary Armendarez and Commissioner Lozano
NOES: Keetle; ABSTAIN: None; ABSENT: Chair Sanchez

DIRECTOR COMMUNICATIONS:

A. Director Communications:

Patricia Nevins, Director of Planning noted that there are no items scheduled for the September 2nd meeting and that the next regular meeting will be September 16th.

COMMENTS:

A. Public Communication Commission Comments:

Commissioner Keetle thanked city staff and the Director Nevins, for their hard work, expressed appreciation for the projects, wished everyone a happy Labor Day, and noted enjoyment in serving on the commission.

Commissioner Lozano thanked city staff and presenters for their efforts, acknowledged her son's interest in city activities, and wished everyone a safe and enjoyable weekend.

Secretary Armendarez expressed appreciation for the planning staff's work and thorough vetting of projects, emphasizing fairness and adherence to established standards, including ADU regulations. Commissioner praised the city's ongoing development and beautification efforts, highlighted the 163-unit project on the rail corridor, and thanked fellow commissioners and staff for their dedication.

Vice Chair Quintana expressed appreciation for the planning department's work and adherence to codes, acknowledged applicants' gratitude, and thanked fellow commissioners. Vice Chair also noted the cancellation of the September 2nd meeting and wished everyone a happy Labor Day before moving to adjournment.

ADJOURNMENT:

Vice Chair Quintana adjourned the meeting at 7:15 p.m. to the next Regular Planning Commission Meeting on Tuesday, September 16, 2025, at 6:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

_____
Susana Gallardo
Deputy City Clerk

THE FOREGOING MINUTES WERE APPROVED BY THE PLANNING COMMISSION ON THE 16th DAY OF SEPTEMBER 2025.

_____
Ricardo Quintana
Vice Chair

ATTACHMENT NO. 6

571

State of California - Department of Fish and Wildlife

2025 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

Print | StartOver | Save

RECEIPT NUMBER: 36 — 08202025 — 608

STATE CLEARINGHOUSE NUMBER *(If applicable)*: N/A

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
City of Fontana	-	08202025

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
San Bernardino	-

PROJECT TITLE

Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
Bobbie Rey-Andresen Architecture	bobbie.rey@aaifirm.com	(909) 355-6688

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
17087 Orange Way	Fontana	CA	92335

PROJECT APPLICANT *(Check appropriate box)*

☑ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,123.50	$ 0.00
☐ Mitigated/Negative Declaration (MND)(ND)	$2,968.75	$ 0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,401.75	$ 0.00

☑ Exempt from fee

- ☑ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$ 0.00
☑ County documentary handling fee		$ 50.00
☐ Other		$

PAYMENT METHOD: #159207

☐ Cash ☐ Credit ☑ Check ☐ Other

TOTAL RECEIVED $ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	Alicia Meza, Deputy Clerk

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012025)

NOTICE OF EXEMPTION

TO: ☐	Office of Land Use and Climate Innovation State Clearinghouse P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	FROM: (Public Agency)	Name: City of Fontana Address: 8353 Sierra Ave, Fontana CA 92335 Telephone: 909-350-6656
☒	Clerk of the Board of Supervisors or County Clerk (Include County name) Address:	DATE FILED & POSTED Posted On: 8.20.25 Removed On: 9.25.25 Receipt No: 36-08202025-608	

1. Project Title:	**Master Case No. 23-0101, Conditional Use Permit No. 24-0022, and Design Review No. 23-0024.**
2. Project Applicant (include address, telephone number and email address):	**Bobbie Rey,** **Project Administrative Coordinator** **Bobbie.rey@aaifirm.com** **(909) 355-6688** **Andresen Architecture** **17087 Orange Way** **Fontana, CA 92335**
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	**The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)**
4. (a) Project Location – City: Fontana	(b) Project Location – County: San Bernardino
5. Description of nature, purpose, and beneficiaries of Project:	**The project is for the development (Mahmoudi Mixed Use Project) of a mixed-use development of multi-family residential units that include 163 multi-family units, 5,000 square feet of commercial space, and first floor parking garage on approximately 3.5 acres, located at the northeast corner of Foothill Boulevard and Sultana Avenue at (APNs: 1110-331-13 and -25)**
6. Name of Public Agency approving project:	City of Fontana

CLERK OF THE BOARD OF SUPERVISORS
2025 AUG 20 PM 1:03
SAN BERNARDINO COUNTY
CALIFORNIA

7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	**Bobbie Rey,** **Project Administrative Coordinator** **Bobbie.rey@aaifirm.com** **(909) 355-6688** **Andresen Architecture** **17087 Orange Way** **Fontana, CA 92335**
8. Exempt status: (check one)	
(a) ☐ Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) ☐ Not a project.	State CEQA Guidelines 15050(c)(2)-(3)
(c) ☐ Declared Emergency	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(d) ☐ Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))
(e) ☒ Categorical Exemption. State type and section number:	**Exempt under Section 15332, Class 32 (Accessory Structures) of the California Environmental Quality Act**
(f) ☐ Statutory Exemption. State Code section number:	
(g) ☐ Other. Explanation:	
9. Reason why project was exempt:	**The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section No. 15332 (Class No. 32 In-Fill Development Project), Class 32 The project site is currently two lots surrounded by development within the City's designated infill boundary. The project is consistent with the General Plan and zoning, site is on five (5) gross acres or less (3.5 acres), has no value as habitat for endangered, rare, or threatened species, the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and streets, schools, water, and fire protection have already been developed and are provided in the general area. Therefore, it has been determined that the project qualifies for a categorical exemption.**

BOARD OF SUPERVISORS
2025 AUG 20 PM 1:50
SAN BERNARDINO COUNTY
CALIFORNIA

10. Lead Agency Contact Person: Telephone:	Salvador Quintanilla, Senior Planner 909-350-6656
11. If filed by applicant: Attach Certificate of Determination (Form "B") before filing.	
12. Was a public hearing held by the Lead Agency to consider the exemption? Yes ☐ No ☐ If yes, the date of the public hearing was: August 19, 2025	

Date: August 20, 2025

Signature

Name: DiTanyon Johnson

Title: Planning Manager

☒ Signed by Lead Agency ☐ Signed by Applicant

CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY CALIFORNIA
2025 AUG 20 PM 1:50

Date Received for Filing: 8/20/2025

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FONTANA
CALIFORNIA

NOTICE OF PUBLIC HEARING

SI DESEA INFORMACION EN ESPAÑOL REFERENTE A ESTA NOTIFICACION O PROYECTO, FAVOR DE COMUNICARSE AL (909) 350-6728.

In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the federal rules and regulations adopted in implementation thereof, the Agenda will be made available in appropriate alternative formats to persons with a disability. Should you need special assistance to participate in this meeting, please contact the City Clerk's Department by calling (909) 350-7602. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A PUBLIC HEARING HAS BEEN SCHEDULED BEFORE THE CITY COUNCIL OF THE CITY OF FONTANA FOR THE FOLLOWING:

Appeal (APL) No. 25-0002 & Master Case No. 23-0101

A request by Supporters Alliance for Environmental Responsibility ("SAFER") ("The Appellant") to appeal the Planning Commission's decision on August 19, 2025, which approved Master Case No. 23-0101 for Conditional Use Permit No. 24-0022 and Design Review No. 23-0024 along with the Categorical Exemption (Section 15332, Class No. 32 – Infill Development) for the development of a mixed use project (163 multi-family units and 5,000 square feet of commercial retail) within the R-5 zoning district and for site and architectural review of a five-story 83,125 square foot mixed-use building and associate improvements, on a 3.5 gross acre project site. Additionally, the project would include associated fitness centers, pool areas, fire pits, lounge areas, roof top amenity and other amenities on a site located at the northeast corner of Foothill Boulevard and Sultana Avenue (APNs: 1110-331-13 and 1110-331-25).

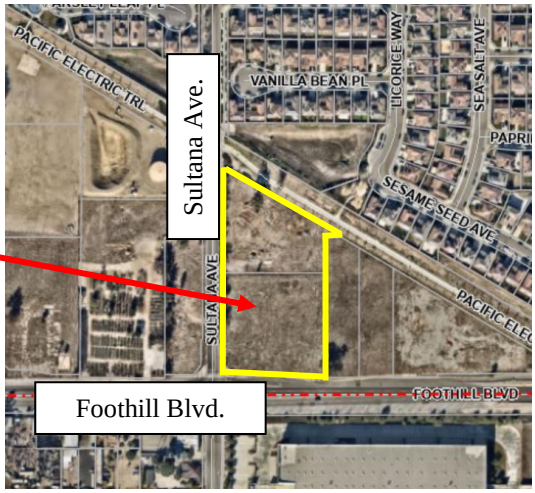
Environmental Determination: On August 19, 2025, the Planning Commission adopted a Categorical Exemption for the development of the property for Master Case No. 23-0101: Conditional Use Permit No. 24-0022 and Design Review No. 23-0024, in accordance with Section 15332 (Class No. 32 – Infill Development) of the California Environmental Quality Act (CEQA) and Section 3.22 of the 2019 City of Fontana Local Guidelines for Implementing the CEQA.

Location of Property: The project site is located at the northeast corner of Foothill Boulevard and Sultana Avenue. (APN Nos.: 1110-331-13 and 1110-331-25)

Date of Hearing: October 28, 2025

Place of Hearing: City Hall Council Chambers
8353 Sierra Avenue
Fontana, CA 92335

Time of Hearing: 2:00 P.M.



Should you have any questions concerning this project, please contact Salvador Quintanilla, Senior Planner, at (909) 350-6656 or squintanilla@fontanaca.gov.

Attachment No. 7

FONTANA
CALIFORNIA

ANY INTERESTED PARTY MAY APPEAR AND PRESENT ANY INFORMATION BY LETTER OR EMAIL WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. A COPY OF THE APPLICATION AND ENVIRONMENTAL DOCUMENTATION IS AVAILABLE FOR INSPECTION. PLEASE CONTACT THE PLANNER LISTED ABOVE.

IF YOU CHALLENGE IN COURT ANY ACTION TAKEN CONCERNING A PUBLIC HEARING ITEM, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE TO THE CITY AT, OR PRIOR TO, THE PUBLIC HEARING.

Publish: October 17, 2025

File #: 25-0565
Agenda #: A.

Agenda Date: 10/28/2025
Category: New Business

FROM:
Finance

SUBJECT:
Fiscal Year 2025-26 First Quarter Budget Status Report

RECOMMENDATION:
Approve the recommended Fiscal Year 2025-26 First Quarter Budget adjustments.

COUNCIL GOALS:

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Operate in a businesslike manner by correcting problems immediately.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Practice sound fiscal management by fully funding liabilities and reserves.
- Practice sound fiscal management by developing long-term funding and debt management plans.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

DISCUSSION:
The City's budget is an important policy document, serving as the annual financial plan that identifies the spending priorities for the organization. Quarterly budget status reports are developed and presented to the City Council to provide the most current information on the financial activities of the City upon which to base decisions. Additionally, quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as compared to actual revenue and expenditures. This report includes requested departmental budget adjustments and preliminary year-to-date actuals through the First Quarter of Fiscal Year 2025-26, covering the period through September 30, 2025.

The current citywide Fiscal Year 2025-26 budget is comprised of a total of 200 funds including the

General Fund, Other General Funds (10 funds), Special Revenue Funds (135 funds), Enterprise Funds (5 funds), Capital Project Funds (36 funds), a Debt Service Fund, an Internal Service Fund, and Other Agency Funds (11 funds). The current total citywide Fiscal Year 2025-26 budget (excluding other agency funds) includes total uses (expenditures and transfers out) for all City funds of $388.6 million and total sources (revenues and transfers in) of $418.3 million. The Recommended Budget includes an increase in total sources of $177.4 million for a total of $595.7 million and an increase in total uses of $230.6 million for a total of $619.2 million.

2025-26 Budget
All City Funds

	Current	Proposed Revisions	Recommended
Revenues	$ 350,568,100	$ 159,747,141	$ 510,315,241
Transfers In	$ 67,705,710	$ 17,678,982	$ 85,384,692
Total Sources	**$ 418,273,810**	**$ 177,426,123**	**$ 595,699,933**
Expenditures	$ (320,877,910)	$ (212,967,322)	$ (533,845,232)
Transfers Out	$ (67,705,710)	$ (17,678,982)	$ (85,384,692)
Total Uses	**$ (388,583,620)**	**$ (230,646,304)**	**$ (619,229,924)**
Results from Operations	**$ 29,690,190**	**$ (53,220,181)**	**$ (23,529,991)**

GENERAL FUND
The current Fiscal Year 2025-26 General Fund Operating Budget includes total uses of $210.2 million and total sources of $206.7 million. The Recommended Budget includes an increase in total sources of $137,368 for a total of $210.4 million and an increase in total uses of $4.3 million for a total of $211.0 million.

2025-26 Budget
General Fund (Fund 101)

	Current	Proposed Revisions	Recommended
Revenues	$ 197,996,520	$ 119,334	$ 198,115,854
Transfers In	$ 12,244,050	$ 18,034	$ 12,262,084
Total Sources	**$ 210,240,570**	**$ 137,368**	**$ 210,377,938**
Expenditures	$ (153,758,210)	$ (5,353,250)	$ (159,111,460)
Transfers Out	$ (52,916,410)	$ 1,039,052	$ (51,877,358)
Total Uses	**$ (206,674,620)**	**$ (4,314,198)**	**$ (210,988,818)**
Results from Operations	**$ 3,565,950**	**$ (4,176,830)**	**$ (610,880)**

Notable Changes

- **Personnel Requests** - net increase in appropriations of $3.2 million due to the following:
  - Police Officers Association Contract Update: as a result of successful labor negotiations ($2.0 million).
  - COPS Grant Completion: resulting in an increase/transfer of associated personnel expense ($1.2 million) from the Grants Fund 110 to the General Fund. This increase is offset by a decrease in transfers out ($1.2 million) thus no net impact to the General Fund.
  - Elimination of a vacant Jr. Software Engineer (Position No. 26032): decrease in personnel expense to fund other operating expenses in the Innovation Technology Department budget ($99,064). This resulted in a decrease in personnel expense and an increase in transfers out thus no net impact to the General Fund.
- **Offsetting Adjustments** - an increase in revenues and appropriations of $119,334 primarily from an increase in interest revenue associated with cash flow analysis services, recycled water revenue agreements, reimbursements, and transfers-in from a grant cost allocation adjustment.
- **One-time Requests** - increase in appropriations of $857,050 in various operating accounts to fund one-time expenditures mainly due to one-time requests in the 2025-26 budget cycle that were not approved. Funding was approved by Council in the 2024-25 Fourth Quarter Budget Report. Notable adjustments include:
  - City Clerk: increase in appropriations of $155,050 for Microfiche scanning services.
  - Planning: increase in appropriations of $220,000 for scanning services.
  - Public Works & Engineering: increase in appropriations of $350,000 for Traffic/Streets 12 months of full-time staff augmentation offset by forecasted salary savings of $145,000.
- **Carryovers** - increase in appropriations $1.3 million in various operating accounts which represents the carrying forward of prior year one-time budget for purchases and projects that were not completed by the 2024-25 fiscal yearend and forecasted one-time requests in the 2025-26 budget cycle that were not funded with the budget adoption. The carry forward requests of prior year one-time budget represents numerous requests across multiple departments including City Administration ($69,776), Finance ($209,993), Development Services ($231,584), Public Works & Engineering ($163,285), and Police ($360,887).

Fund Balance Analysis

The recommended 2025-26 ending fund balance of $62.6 million reflects an increase of $5.2 million. Included in the fund balance of are total operating reserves of $39.8 million which includes a $1.4 million increase and represents 25% of recurring annual expenditures.

The recommended ending fund balance reserves and designations are revised as follows:

- Reserved - decrease in inventories of $172,501.
- Designated:
  - PERS Rate Stability: increase of $2.7 million

- Contingencies: increase of $1.4 million
- Animal Shelter JPA: no change (reserved for required annual contributions)
- Operating Contingencies: no change
- Future Projects & Reserves: increase of $1.3 million

2025-26 Budget
General Fund Balance

	Current	Proposed Revisions	Recommended
Reserved	$ 512,764	$ (172,501)	$ 340,263
Designated			
PERS Rate Stability	$ 11,651,142	$ 2,704,611	$ 14,355,753
Contingencies	$ 38,377,050	$ 1,417,020	$ 39,794,070
Annual Shelter JPA	$ 582,570	$ -	$ 582,570
Operating Contingencies	$ 3,000,000	$ -	$ 3,000,000
Future Projects & Resv.	$ 3,201,460	$ 1,292,766	$ 4,494,226
Unappropriated	$ -	$ -	$ -
Ending Fund Balance	**$ 57,324,986**	**$ 5,241,896**	**$ 62,566,882**

OTHER GENERAL FUNDS

Other General Funds includes a total of 10 funds which are funded by the General Fund for services that support the City's general operations. The most notable funds include City Technology, Facility Maintenance, Office of Emergency Services, KFON, Self-Insurance, Retiree Medical Benefits, and General Fund Operating Projects.

The current 2025-26 Other General Funds Operating Budget includes total uses of $34.8 million and total sources of $40.6 million. The Recommended Budget includes a decrease in total sources of $1.0 million for a total of $39.5 million and an increase in total uses of $6.1 million for a total of $41.0 million.

2025-26 Budget
Other General Funds

	Current	Proposed Revisions	Recommended
Revenues	$ 16,901,360	$ 100	$ 16,901,460
Transfers In	$ 23,654,500	$ (1,039,126)	$ 22,615,374
Total Sources	**$ 40,555,860**	**$ (1,039,026)**	**$ 39,516,834**
Expenditures	$ (34,800,970)	$ (444,874)	$ (35,245,844)
Transfers Out	$ -	$ (5,700,000)	$ (5,700,000)
Total Uses	**$ (34,800,970)**	**$ (6,144,874)**	**$ (40,945,844)**
Results from Operations	**$ 5,754,890**	**$ (7,183,900)**	**$ (1,429,010)**

Notable Changes

- **KFON** - increase appropriations of $955,700 for FXN studio project.
- **Self-Insurance (Litigation)** - increase appropriations of $200,000 for Building & Safety Code Compliance legal services.
- **Lease Fire** - transfer-out of $5.7 million to Fund #601 for fund various downtown projects.

OTHER CITY FUNDS

Other City Funds includes a total of 178 funds which Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and Internal Service Funds.

The current 2025-26 Other City Funds Operating Budget includes total uses of $147.1 million and total sources of $167.5 million. The Recommended Budget includes an increase in total sources of $178.3 million for a total of $345.8 million and an increase in total uses of $220.2 million for a total of $376.3 million.

2025-26 Budget
Other City Funds

	Current	Proposed Revisions	Recommended
Revenues	$ 135,670,220	$ 159,627,707	$ 295,297,927
Transfers In	$ 31,807,160	$ 18,700,074	$ 50,507,234
Total Sources	**$ 167,477,380**	**$ 178,327,781**	**$ 345,805,161**
Expenditures	$ (132,318,730)	$ (207,169,198)	$ (339,487,928)
Transfers Out	$ (14,789,300)	$ (13,018,034)	$ (27,807,334)
Total Uses	**$ (147,108,030)**	**$ (220,187,232)**	**$ (367,295,262)**
Results from Operations	**$ 20,369,350**	**$ (41,859,451)**	**$ (21,490,101)**

Of the increase in uses, $145.0 million was to account for the 2025A Lease Revenue Bonds (LRB) bond proceeds and program the associated projects, $47.3 million for various capital projects, and $7.2 million was to account for the carrying forward of prior year one-time budget for purchases and projects that were not completed by the 2024-25 fiscal yearend. Notable adjustments include:

- **Special Revenue Funds** - increase in fund balance of $8.2 million primarily due to:
  - Federal Asset Seizure (Fund 223) - decrease in fund balance of $2.2 million primarily due to:
    - Increase appropriations of $872,830 for airship engine replacement.
    - Increase appropriations of $516,562 for armored vehicle purchase.
    - Increase appropriations of $490,000 for airship mapping system.
  - Grants (Fund 301) net decrease in fund balance of $24,370 which includes the reprogramming of existing resources and the addition of the following grants:
    - HHIP Grant: increase revenue and appropriations of $848,755.
    - ProHousing Grant: increase revenues and appropriations of $1.1 million.
    - OTS Grant: increase in revenues and appropriations of $335,000.
  - ARPA - City (Fund 302) - increase in revenues of $11.6 million to recognize earned grant revenue.
- **Debt Service Funds** - increase in revenues and appropriations of $25.0 million to pay off/refund the 2014A LRB's with 2025 LRB bond proceeds.
- **Capital Project Funds -** decrease in fund balance of $43.4 million primarily due to:
  - Capital Reinvestment (Fund 601): net decrease in fund balance of $8.1 million primarily due to:
    - Increase bond proceeds revenues and appropriations of $120 million for the City Hall renovation Phase II, Downtown West Parking Structure, Seville Park Bicycle pump track, and other future projects.
    - Transfer-in of $18.7 million from Funds #115 and #603 for various downtown projects.
    - Defund the $15.5 million of the Downtown West Parking Structure project (now funded by bond proceeds) and move appropriations for the Aldea Apartments purchase.
    - Increase appropriations of $2.8 million for Courtplace construction.

  - Increase appropriations of $1.2 million for 8572 Sierra restaurant warm shell and renovations.
  - Increase appropriations of $7.5 million for Navigation Center construction and design.
  - Increase appropriations of $11.4 million for Transitional Housing purchase, escrow, and renovation (16390 Foothill).
  - Increase appropriations of $3.0 million for Public Works Storage purchase 16565 Orange Way.
- Capital Improvement (Fund 602): net decrease in fund balance of $6.4 million due to the carry forward of prior year projects including a land purchase/demolition and other special projects org funding.
- Future Capital Projects (Fund 603): net decrease in fund balance of $13.0 million to fund the transfer-out of $13.0 million to Fund #601 for various downtown projects.
- Capital Project - TUT (Fund 604): net decrease in fund balance of $271,045 including the following adjustments:
  - Defund $7.7 million of the Pavement Rehab project and move appropriations to Aldea Apartments.
  - Increase appropriations of $143,000 for replastering Village of Heritage pools
  - Increase appropriations of $105,795 for PD Motorola Dispatch radios.
- General Government (Fund 632): decrease in fund balance of $500,000 for the Public Works Storage purchase at 16565 Orange Way. Also included is the reprogramming of Downtown West Parking Structure project funding ($11.0 million) now funded by bond proceeds and to the Public Works Storage purchase 16641 and 16643 Orange Way.
- CFD #100 Victoria (Fund 673): decrease in fund balance of $1.5 million to increase appropriations to fund developer reimbursements.
- CFD #112 The Gardens Phase One (Fund 677): decrease in fund balance of $13.7 million to increase appropriations to fund developer reimbursements.

- **Enterprise Funds** - decrease in fund balance of $2.9 million primarily due to:
  - Sewer Maintenance & Operations (Fund 701): increase in appropriations of $1.2 million primarily due to sewer rate study and carryover purchase orders.
  - Sewer Capital Projects (Fund 702): increase appropriations of $1.0 million primarily due to Alder Ave sewer main project.
  - Stage Red (Fund 720): carryover of $563,874 for 23-24 Stage Red ASM Global operating agreement.

- **Internal Service Fund** - Increase appropriations of $3.7 million for carryover purchase orders.

ORGANIZATIONAL CHANGES
Included in the 2025-26 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 $99,064 to the General Fund.

Innovation & Tech - General Fund decrease of $99,604

- Eliminate (1) Jr. Software Engineer Position PC #26032

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	$ 137,368	$ (4,314,198)	$ (4,176,830)
Other General Funds	$ (1,039,026)	$ (6,144,874)	$ (7,183,900)
Other City Funds	$ 178,327,781	$ (220,187,232)	$ (41,859,451)
Total	**$ 177,426,123**	**$ (230,646,304)**	**$ (53,220,181)**

The General Fund projected ending fund balance reflects a net increase of $5.2 million to a total of $62.5 million. The net increase is due to the results of prior year operations and the net impact of the recommended budget adjustments.

MOTION:

Approve staff recommendation.

First Quarter Budget Status Report

Fiscal Year 2025/2026

Quick Look Indicators	First Quarter*	See Page
Revenues	↑	8
Expenditures	↑	9
Fund Balance	↑	11

*Compared to same period prior fiscal year

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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 $137,368:
  - Increase to Interest and Rentals revenue $67,200
  - Increase to Miscellaneous Revenues of $50,000
  - Increase to Reimbursables of $2,134
  - Transfers in of $18,034
- Net increase in General Fund outflows of $4,314,198:
  - Increase to recurring personnel requests of $3,104,542
  - Increase to new one-time requests of $909,184
  - Increase to new recurring requests of $67,200 (offset by revenue)
  - Decrease to transfers out of $1,039,052
  - Increase carryover appropriations from prior year of $1,272,324
- Decrease to Inventories of $172,501, Increase to PERS Rate Stability of $2,704,611, Increase to Future Projects and Reserves of $1,292,766, and Increase to Total available for contingencies of $1,417,020.

Other Funds:

- Additional funding for the following projects:
  - $70,000,000 City Hall Renovation Phase II (Capital Reinvestment Fund #601)
  - $27,000,000 Downtown West Parking Structure (Capital Reinvestment Fund #601)
  - $22,150,000 Lease Revenue Bond Series 2025A (Capital Reinvestment Fund #601)
  - $15,000,000 Aldea Apartments purchase (Capital Reinvestment Fund #601)
  - $11,400,000 16390 Foothill Transitional Housing purchase (Capital Reinvestment Fund #601)
  - $7,525,500 Navigation Center construction and design (Capital Reinvestment Fund #601)
  - $3,000,000 Public Works Storage purchase (Capital Reinvestment Fund #601)
  - $2,800,000 Courtplace construction project (Capital Reinvestment Fund #601)
  - $1,200,000 8571 Sierra restaurant warm shell (Capital Reinvestment Fund #601)
  - $1,000,000 Alder Ave Sewer Main project (Sewer Capital Projects Fund #702)
  - $850,000 Seville Park Bicycle Pump Track (Capital Reinvestment Fund #601)
  - $500,000 Public Works Storage purchase (General Government Fund #632)

This report recommends to carryover encumbrances from prior year in the amount of $7.7 million and recommends the reappropriation of $232.4 million of prior year project budgets that were not completed as of June 30.

Results of General Fund Operations for the Prior Year

City of Fontana

Results of Operations

Fiscal Year 2024/2025

Revenue Source	FY 24/25 Adopted Budget	FY 24/25 Revised Budget	FY 24/25 Actuals	%	Variance from Adopted Budget	Variance from Revised Budget
Sales Tax	$ 58,638,140.00	$ 57,928,710.00	$ 53,963,838	93.16%	$ (4,674,302.47)	$ (3,964,872.47)
Transaction Use Tax	-	10,378,297.00	10,930,157	105.32%	10,930,156.92	551,859.92
Property Tax	41,290,060.00	43,563,830.00	44,895,892	103.06%	3,605,831.56	1,332,061.56
Interest and Rentals	3,636,180.00	4,669,895.00	7,072,642	151.45%	3,436,461.78	2,402,746.78
Franchises	10,237,950.00	11,782,010.00	10,654,662	90.43%	416,711.69	(1,127,348.31)
Business Related	10,066,170.00	10,914,289.00	11,572,271	106.03%	1,506,100.63	657,981.63
Development Related	10,381,130.00	11,947,650.00	9,047,653	75.73%	(1,333,476.59)	(2,899,996.59)
Recreation	4,176,200.00	4,176,200.00	4,601,698	110.19%	425,498.07	425,498.07
Motor Vehicle in-Lieu	200,000.00	250,000.00	337,767	135.11%	137,767.28	87,767.28
Miscellaneous Revenues	2,411,030.00	2,575,930.00	2,480,258	96.29%	69,228.40	(95,671.60)
Reimbursables	2,129,440.00	3,003,540.00	1,728,663	57.55%	(400,777.33)	(1,274,877.33)
From Other Agencies	5,916,550.00	6,809,690.00	6,809,690	100.00%	893,139.62	(0.38)
Total Revenues	**$ 149,082,850.00**	**$ 168,000,041.00**	**$ 164,095,189.56**	**97.68%**	**$ 15,012,339.56**	**$ (3,904,851.44)**
Transfers in	**$ 12,422,520.00**	**$ 13,004,056.57**	**$ 12,384,062.31**	**95.23%**	**$ (38,457.69)**	**$ (619,994.26)**
Total Expenditures	**$ 131,676,400.00**	**$ 144,934,398.66**	**$ 136,645,828.60**	**94.28%**	**$ (4,969,428.60)**	**$ 8,288,570.06**
Transfers out	**$ 28,333,200.00**	**$ 45,083,448.50**	**$ 45,398,527.46**	**100.70%**	**$ (17,065,327.46)**	**$ (315,078.96)**

GASB 31 valuation adjustment	**(534,767.00)**
Carryover appropriations	**(1,272,324.13)**
Net First Quarter Adjustments	**(4,176,830.13)**

Significant Economic Trends

Nationally:

- The 3.8% annual rate increase in real GDP was almost entirely driven by investment in data centers and information processing technology. Experts agree that, excluding technology-related categories, GDP growth would have been just 0.1% on an annualized basis, a near standstill that underlines the increasingly pivotal role of high-tech infrastructure in shaping macroeconomic outcomes. Meaning that the US economy is looking stagnant outside of technological growth.
- The US unemployment rate is 4.3%, rising slightly from the previous year's 4.2% rate. The number of unemployed people is 7.4 million, which is also higher than the 7.1 million from the previous year. The labor market shows mixed signals, with modest job gains alongside concerns about declining hours worked and contracting private hours worked. Key factors influencing the analysis include the overall labor market strength, wage growth, changes in the labor force participation rate, and varying unemployment rates across different demographic groups. The economy added an average of just 25,000 new jobs a month from May through August, marking the weakest four-month stretch since 2010, ignoring the COVID-19-era period.

The State of California:

- The data on employment in the state suggest that California is in an employment contraction, one that will last through 2025. Data on income and production are collected with a lag, but it is reasonable to expect that they will also show a sharp slowing from last year and possibly a mild contraction in the state's economy. Once the state is past the current weakness, which is expected in late 2026, a tech, durable goods manufacturing and construction resurgence should lead to California's superior growth once again. The unemployment rate was reported at 5.5%, and is ranked 50th in the country only surpassed by the District of Columbia.

City of Fontana

- Fiscal Year 2024/25 ended with 583 single family dwelling permits being issued. At the end of September 2025, 143 single family dwelling permits have been issued compared to 83 permits for the prior fiscal year.
- First Quarter 2024/25 sales were 3.6% lower than the same quarter one year ago. This is primarily due to a weaker economy, lower taxable sales, and shifts in consumer behavior.
- The Local Agency Investment Fund (LAIF) is currently paying 4.19% (daily rate) on City investments as of September 30, 2025, down from 4.58% for the same time last year. The 2-year treasury benchmark rate as of September 30, 2025, is 3.60% down from 3.66% 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		$ 9,418,726
Revenue adjustments		
Increase to Interest and Rentals revenue	$ 67,200	
Increase to Miscellaneous revenue	50,000	
Increase to Reimbursables revenue	2,134	119,334
Personnel adjustments:		
Eliminate Jr. Software Engineer position (PC #26032)	$ 99,064	
2020 COPS Grant completed	(1,166,900)	
FY25/26 POA Contract Update	(2,036,706)	(3,104,542)
Expenditure adjustments		
New Recurring departmental requests	$ -	
New One-Time departmental requests	(857,050)	
Offsetting adjustments	(119,334)	(976,384)
Carryover appropriations from prior year		$ (1,272,324)
Transfers		
Xfer in from Fund #301 for OAHMP grant cost allocation	$ 18,034	
Xfer to City Technology Fund #102 for Jr. Software Engineer elimination	(99,064)	
Decrease Xfer to GF Operating Projects Fund #110 for COPS grant completion	1,198,900	
Xfer to GF Operating Projects Fund #110 for Bike Patrol-CDBG correction	(60,710)	
Xfer to CFD #89 (Belrose) Fund #667 to correct Fund Balance overage	(74)	1,057,086
Changes to reserves		
Inventory		172,501
PERS Rate Stability Reserve		(2,704,611)
Future projects and reserves		(1,292,766)
Total available for contingencies		(1,417,020)
		$ -

Although budget adjustments are recommended across all City funds, the emphasis of the First Quarter Budget Report is directed at the General Fund. The General Fund provides most of the services commonly associated with government (public safety, recreation, parks, building and planning). This report concentrates on budget trends and issues that impact the delivery of services.

General Fund Revenues

Revenues continue to be monitored on a monthly basis. Staff recommends a net increase in revenues of $119,334 as part of the First Quarter Budget Status Report. See page 32 for details of the revenue adjustments.

Revenue Source	Adopted Budget	Current Budget Before Adjustments	Received as of 09/30/2025	Percent of Current Budget Received	Recommended First Quarter Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Received
Sales Tax	$ 54,914,670	$ 54,914,670	$ 4,305,285	7.84%	$ -	$ 54,914,670	7.84%
Transactional Use Tax	42,740,750	42,740,750	3,389,621	7.93%	-	42,740,750	7.93%
Property Tax	46,948,270	46,948,270	92,639	0.20%	-	46,948,270	0.20%
Interest and Rentals	4,013,580	4,013,580	(2,766,489)	-68.93%	67,200	4,080,780	-67.79%
Franchises	10,828,300	10,828,300	613,366	5.66%	-	10,828,300	5.66%
Business Related	11,260,870	11,260,870	2,210,504	19.63%	-	11,260,870	19.63%
Development Related	9,599,490	9,599,490	2,151,729	22.42%	-	9,599,490	22.42%
Recreation	4,220,670	4,220,670	1,206,154	28.58%	-	4,220,670	28.58%
Motor Vehicle in-Lieu	250,000	250,000	327,519	131.01%	-	250,000	131.01%
Miscellaneous Revenues	2,034,740	2,034,740	175,533	8.63%	50,000	2,084,740	8.42%
Reimbursables	1,794,870	1,794,870	336,340	18.74%	2,134	1,797,004	18.72%
From Other Agencies	9,390,310	9,390,310	2,285,078	24.33%	-	9,390,310	24.33%
Total General Fund	**$ 197,996,520**	**$ 197,996,520**	**$ 14,327,278**	**7.24%**	**$ 119,334**	**$ 198,115,854**	**7.23%**

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 9.59%.**

General Fund Expenditures

General Fund expenditures for First Quarter are on track and within budget. Staff recommends a net increase in appropriations of $5,353,250. See page 32 for details of the expenditure adjustments.

Department	Adopted Budget	Current Budget Before Adjustments	Spent as of 9/30/2025	Percent of Current Budget Spent	Recommended First Quarter Adjustments	Recommended Budget After Adjustments	Percent of Recommended Budget Spent
City Administration	$ 4,817,820	$ 4,817,820	$ 635,993	13.20%	134,276	$ 4,952,096	12.84%
Human Resources	2,397,360	2,397,360	297,864	12.42%	-	2,397,360	12.42%
Administrative Services	884,080	884,080	131,883	14.92%	-	884,080	14.92%
City Clerk	1,040,820	1,040,820	293,713	28.22%	155,050	1,195,870	24.56%
Community Services	15,876,460	15,876,460	3,510,236	22.11%	-	15,876,460	22.11%
Innovation & Technology	5,405,410	5,405,410	1,194,550	22.10%	(99,064)	5,306,346	22.51%
Finance	6,053,080	6,053,080	1,149,534	18.99%	409,393	6,462,473	17.79%
Development Services	6,489,730	6,489,730	539,308	8.31%	231,584	6,721,314	8.02%
Building and Safety	4,798,280	4,798,280	884,788	18.44%	19,500	4,817,780	18.37%
Planning	3,709,460	3,709,460	679,546	18.32%	320,000	4,029,460	16.86%
Public Works & Engineering	17,018,050	17,018,050	3,172,249	18.64%	575,885	17,593,935	18.03%
Police	85,267,660	85,267,660	18,573,244	21.78%	3,606,627	88,874,287	20.90%
Total General Fund	**$ 153,758,210**	**$ 153,758,210**	**$ 31,062,907**	**20.20%**	**$ 5,353,250**	**$ 159,111,460**	**19.52%**

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	$ 2,876,764
103	Facility Maintenance	53,410
110	General Fund Operating Projects	607,925
223	Federal Asset Seizure	411,938
226	Opioid Settlement	839,578
241	Air Quality Mgmt District	184,687
245	Measure I Reimb 2010-2040	11,809,824
246	Measure I Local 2010-2040	8,769,481
281	Gas Tax (State)	1,189,736
282	Solid Waste Mitigation	2,297,182
283	Road Maintenance & Rehab	7,125,580
295	Permanent Local Hsg Alloc	2,857,216
297	Housing Authority - LMIHF	3,450,012
301	Grants	55,319,244
302	ARPA 2021	6,243,210
303	TDA/Article 3	493,405
304	ARPA - County	254,448
362	CDBG	2,415,098
363	Home Program	6,569,083
401	CFD #1 Southridge Village	432,759
601	Capital Reinvestment	46,730,519
602	Capital Improvements	3,599,675
603	Future Capital Projects	344,883
610	Fire Capital Project	18,368,376
622	Storm Drain	9,279,770
623	Sewer Expansion	685,652
630	Circulation Mitigation	12,435,349
631	Fire Assessment	423,922
632	General Government	12,017,764
633	Landscape Medians	1,622,603
635	Parks Development	5,044,457
636	Police Capital Facilities	194,571
698	Affordable Housing Trust	858,391
702	Sewer Capital Projects	207,400
703	Sewer Replacement	6,392,710
		$ 232,406,625

Fund Balance Review

The City Council has established an Undesignated General Fund Balance goal of 25% 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:

- $172,501 Decrease to Inventories
- $2,704,611 Increase to PERS Rate Stability Reserve
- $1,292,766 Increase to Future Projects and Reserves
- $1,417,020 Increase to 25% Contingency Reserve

Fund Balance Reserves After Adjustments

25% Contingency Reserve	**$39,794,070**
Animal Shelter JPA Reserve	**$582,570**
Operating Contingencies Reserve	**$3,000,000**
Future Projects and Reserves	**$4,494,226**
PERS Rate Stability Reserve	**$14,355,753**
Unappropriated Fund Balance	**$0**
Total	**$62,226,619**

Organizational Changes

Quarterly Budget Reports are routinely used to recommend organizational and/or personnel changes within a fiscal year. Upon approval, the total recurring costs for these organizational changes will be added to the department's target numbers. The changes have been reviewed by Human Resources and comply with City personnel rules.

The following organizational change is recommended as part of the First Quarter Budget Status Report:

Department	Position Number	Action	Description	General Fund Impact		Other Funds Impact		Total Impact	
				FY 25/26	Annual	FY 25/26	Annual	FY 25/26	Annual
Innovation & Technology	26032	Eliminate	Junior Software Engineer	(99,064)	(99,064)			(99,064)	(99,064)
				$ (99,064)	**$ (99,064)**	**$ -**	**$ -**	**$ (99,064)**	**$ (99,064)**

Liability Claims

The City Council has authorized the Director of Human Resources and the City Manager to settle liability claims within specified dollar amounts as follows:

City Manager with the concurrence of the City Attorney	$50,000
Director of Human Resources/Risk Management with concurrence of the City Attorney	$10,000

The City Council has directed staff to report claim settlements as part of each quarterly budget report. There were no liability claims settled during the First Quarter of Fiscal Year 2025/2026.

American Rescue Plan Act (ARPA) Expenditure Plan

CITY OF FONTANA

AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE PLAN

ESTIMATED AS OF September 30, 2025

Approved Projects by Federal Use Category	Amount	Expended	Available
Public Health & Economic Response	**22,633,152**	**22,318,820**	**314,332**
Fontana Forward Grant Program	190,786	190,786	-
Homelessness Prevention Resources and Care Center	6,442,229	6,360,455	81,774
Leveraged Project: Support Government Employment	9,842,763	9,842,763	-
Metrolink Station Security Cameras	66,411	66,411	-
Park Improvements	3,241,828	3,009,270	232,558
Vaccine Bonus	526,986	526,986	-
Ventilation Upgrade for City Facilities	2,322,150	2,322,150	-
Revenue Loss	**10,000,000**	**9,999,606**	**394**
Parking Structure	10,000,000	9,999,606	394
Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	**51,433**	**51,433**	**-**
Administrative Costs	51,433	51,433	-
Water, Sewer, and Broadband Infrastructure	**16,531,692**	**12,002,240**	**4,529,452**
Cypress Storm Drain Project	7,340,000	3,726,727	3,613,273
Data Security & Threat Detection	157,927	157,927	-
Endpoint Detection & Response Solution	154,806	154,806	-
Fiber to City facilities	1,773,968	1,271,685	502,283
Network Detection & Response Solution	-	-	-
Leveraged Project: Accela	3,406,636	3,406,636	-
Leveraged Project: Fontana 311	2,398,355	2,033,040	365,315
Septic to Sewer	500,000	451,508	48,492
Sewer and Storm Drain Infrastructure Masterplan	375,130	375,130	-
Update Master Infrastructure Plans	424,870	424,781	89
Premium Pay	**1,040,837**	**1,040,837**	**-**
Part-Time Employee Retention	152,936	152,936	-
Public Safety Premium Pay	887,901	887,900	-
Total	**50,257,114**	**45,412,935**	**4,844,179**

Treasury Report

City of Fontana
Investment Portfolio Asset Summary
Estimated As of September 30, 2025

ASSETS	Estimated September 30, 2025					
Asset Allocation	Current Par Value	Total Cost Value	Market Value	Accrued Int/Div	Market Value Plus Accrued	Percent of Total
Advisor-Managed Portfolio						
Cash/Sweep	$ 8,219,740	$ 8,219,740	$ 8,219,740	$ -	$ 8,219,740	2.51%
Money Market	$ -	$ -	$ -	$ -	$ -	0.00%
Total Cash/Sweep	**$ 8,219,740**	**$ 8,219,740**	**$ 8,219,740**	$ -	**$ 8,219,740**	2.51%
Marketable Securities						
Agency Security	$ 93,716,058	$ 53,834,589	$ 54,957,407	$ 277,551	$ 55,234,958	16.86%
CMO & Asset Backed Securities	38,354,985	28,255,502	28,270,200		28,270,200	8.63%
Corporate Bonds	77,986,000	76,703,648	78,668,693	820,618	79,489,312	24.27%
U.S. Treasuries	153,595,000	153,290,651	154,834,253	1,504,432	156,338,686	47.73%
Total Marketable Securities	**$ 363,652,043**	**$ 312,084,389**	**$ 316,730,553**	**$ 2,602,602**	**$ 319,333,155**	97.49%
Total Advisor-Managed Portfolio	**$ 371,871,783**	**$ 320,304,130**	**$ 324,950,293**	**$ 2,602,602**	**$ 327,552,895**	100.00%
Pooled Investments						
California Class	$ 149,269,533	$ 149,269,533	$ 149,269,533	$ -	$ 149,269,533	99.41%
Local Agency Investment Fund (LAIF)	$ 880,411	$ 880,411	$ 880,411	$ -	$ 880,411	0.59%
Total Pooled Investments	**$ 150,149,944**	**$ 150,149,944**	**$ 150,149,944**	$ -	**$ 150,149,944**	100.00%
Deposit Accounts						
Bank of America - General Checking	$ 17,378,000	$ 17,378,000	$ 17,378,000	$ -	$ 17,378,000	91.24%
Bank of America - Veterans	9,050	9,050	9,050	-	9,050	0.05%
Escrow Accounts	826,444	826,444	826,444	31	826,476	4.34%
Petty Cash/Self Insurance	833,054	833,054	833,054	-	833,054	4.37%
Total Deposit Accounts	**$ 19,046,548**	**$ 19,046,548**	**$ 19,046,548**	**$ 31**	**$ 19,046,580**	100.00%
Investments Held by Fiscal Agents						
Schwab - 115 Trusts						
OPEB		$ 26,071,415	$ 30,571,545	$ 16,589	$ 30,588,135	18.56%
Pension Stabilization		11,936,707	14,355,753	5,899	14,361,652	8.71%
Other Fiscal Agent Accounts	-	119,858,390	119,858,390	-	119,858,390	72.73%
Total Investments Held by Fiscal Agents	$ -	**$ 157,866,512**	**$ 164,785,689**	**$ 22,488**	**$ 164,808,177**	100.00%
Total Cash and Investments	**$ 541,068,276**	**$ 647,367,135**	**$ 658,932,475**	**$ 2,625,121**	**$ 661,557,596**	

The information presented in this report reflects the data as stated on the official financial statements and records as of the reporting date.

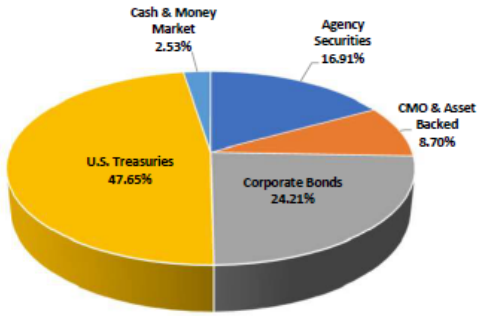
Treasury Report – continued

OPERATING AND 115 TRUST ASSETS SUMMARY

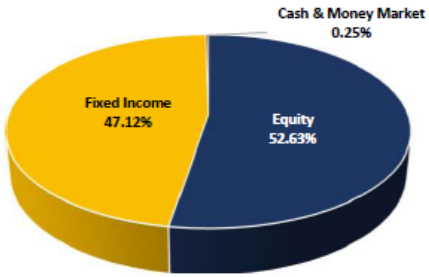
September 30, 2025

Operating Assets - Asset Allocation (BlackRock/Schwab)				
Asset Type	Period Ending Par Value/Shares	Original Cost Basis	Adjusted Cost Basis	Period Ending Market Value
Agency Securities	$ 93,716,058	$ 53,834,589	$ 53,834,593	$ 54,957,407
CMO & Asset Backed	$ 38,354,985	$ 28,255,502	$ 28,255,502	$ 28,270,200
Corporate Bonds	$ 77,986,000	$ 76,703,648	$ 76,759,284	$ 78,668,693
U.S. Treasuries	$ 153,595,000	$ 153,290,651	$ 153,447,596	$ 154,834,253
Cash & Money Market*	$ 8,219,740	$ 8,219,740	$ 8,219,740	$ 8,219,740
Totals	$ 371,871,783	$ 320,304,130	$ 320,516,714	$ 324,950,293

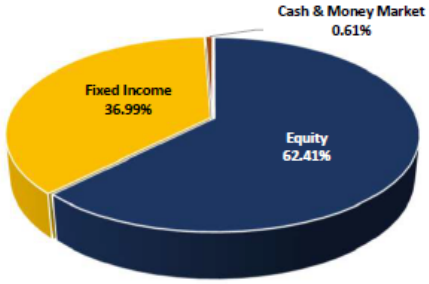
*Includes $0.00 of Money Market assets set aside in a separate Schwab account (sweep from BlackRock account).



Section 115 OPEB Irrevocably Committed Assets - Asset Allocation (Shuster/Schwab)				
Asset Type	Initial Investment	8/31/2025 Value	9/30/2025 Cost Basis	9/30/2025 Value
Equity	$ -	$ 16,249,697	$ 12,047,039	$ 16,090,282
Fixed Income	$ -	$ 13,629,059	$ 13,948,440	$ 14,405,327
Cash & Money Market	$ 23,810,690	$ 90,803	$ 75,936	$ 75,936
Totals	$ 23,810,690	$ 29,969,558	$ 26,071,415	$ 30,571,545



Section 115 Pension Stablization Irrevocably Committed Assets - Asset Allocation (Shuster/Schwab)				
Asset Type	Initial Investment	8/31/2025 Value	9/30/2025 Cost Basis	9/30/2025 Value
Equity	$ -	$ 9,014,095	$ 6,717,860	$ 8,959,019
Fixed Income	$ -	$ 4,993,254	$ 5,131,599	$ 5,309,487
Cash & Money Market	$ 10,800,000	$ 39,579	$ 87,248	$ 87,248
Totals	$ 10,800,000	$ 14,046,928	$ 11,936,707	$ 14,355,753
Combined Totals		$ 365,958,364	$ 358,524,836	$ 369,877,592



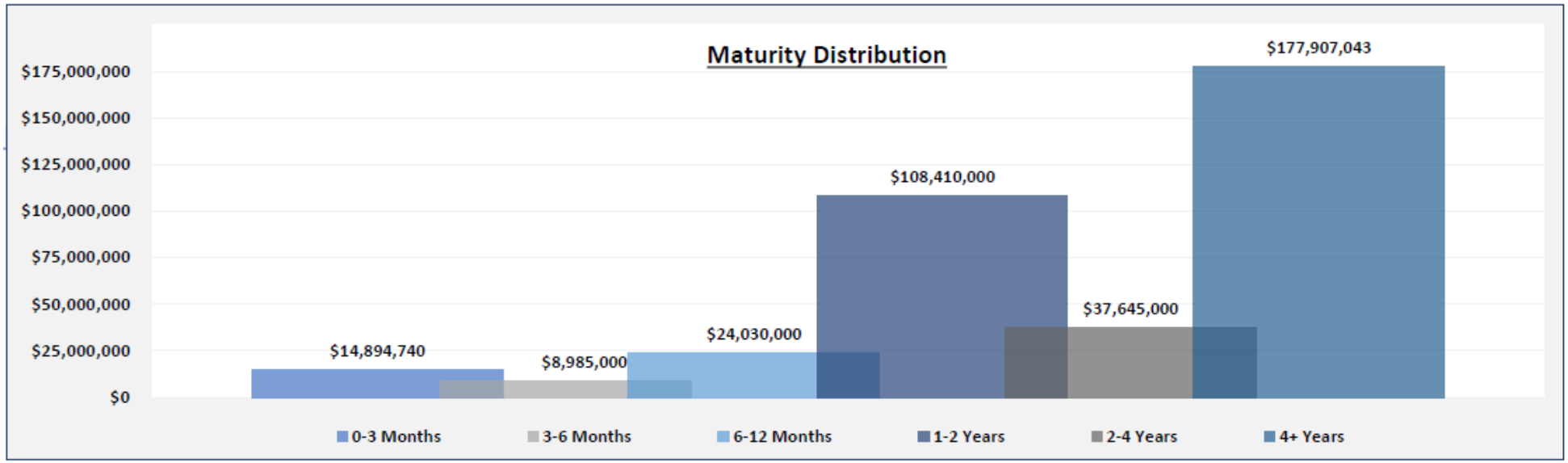
This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Treasury Report – continued

OPERATING ASSETS (SCHWAB) - MATURITY DISTRIBUTION

September 30, 2025

Current Par Value	0-3 Months	3-6 Months	6-12 Months	1-2 Years	2-4 Years	4+ Years
Agency Securities	$ -	$ 2,000,000	$ -	$ 6,000,000	$ 2,000,000	$ 83,716,058
CMO & Asset Backed	$ -	$ -	$ -	$ 944,000	$ 12,235,000	$ 25,175,985
Corporate Bonds	$ 6,675,000	$ 6,985,000	$ 6,320,000	$ 21,596,000	$ 23,410,000	$ 13,000,000
U.S. Treasuries	$ -	$ -	$ 17,710,000	$ 79,870,000	$ -	$ 56,015,000
Cash & Money Market	$ 8,219,740	$ -	$ -	$ -	$ -	$ -
Totals	$ 14,894,740	$ 8,985,000	$ 24,030,000	$ 108,410,000	$ 37,645,000	$ 177,907,043



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Treasury Report – continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

September 30, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
Cash & Money Market	Schwab Cash	Cash					8,219,740.33	-	8,219,740.33	
	Total Count:	1				0	8,219,740.33	-	8,219,740.33	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
Agency Securities	FHLB 0.6%26	3130AKK88	0.60%	3.53%	12/30/2026	1.25	2,000,000.00	-	1,924,300.00	96.22
Agency Securities	FHLB 1%26	3130ALGJ7	1.00%	8.13%	3/23/2026	0.48	1,000,000.00	-	961,617.15	96.16
Agency Securities	FHLB 0.96%26	3130ALHH0	0.96%	3.45%	3/5/2026	0.43	1,000,000.00	-	987,514.00	98.75
Agency Securities	FFCB 4.33%30	3133ER7E5	4.33%	4.25%	3/18/2030	4.47	2,000,000.00	-	2,006,878.00	100.34
Agency Securities	FFCB 4.58%29	3133ETBK2	4.58%	4.53%	4/2/2029	3.51	2,000,000.00	-	2,003,148.00	100.16
Agency Securities	FFCB 4.64%30	3133ETKR7	4.64%	4.57%	6/10/2030	4.69	5,000,000.00	-	5,015,155.00	100.30
Agency Securities	FHLMC 1.5%44	3137H0A40	1.50%	1.65%	4/15/2044	0.78	4,400,000.00	-	572,586.47	97.64
Agency Securities	FHLMC 4.875%30	3134HBQK0	4.88%	4.86%	5/14/2030	4.62	2,500,000.00	-	2,501,517.50	100.06
Agency Securities	FHLMC 4.5%27	3134HBQZ7	4.50%	4.46%	5/19/2027	1.64	2,000,000.00	-	2,001,048.00	100.05
Agency Securities	FHLMC 4.86%30	3134HBWA5	4.86%	4.83%	6/17/2030	4.71	3,000,000.00	-	3,003,450.00	100.12
Agency Securities	FEDERAL NTNL MO 0.875%26	3135G06L2	0.88%	3.57%	12/18/2026	1.22	2,000,000.00	-	1,932,126.00	96.61
Agency Securities	FEDERAL NTNL MORT 4.4%29	3136GA2Y4	4.40%	4.25%	12/11/2029	4.20	2,000,000.00	(3.26)	2,011,558.00	100.58
Agency Securities	FHLMC G18659 3%32	3128MMWV1	3.00%	3.24%	9/1/2032	2.63	744,000.00	-	90,450.11	98.52
Agency Securities	FHLMC SB0032 3.5%32	3132CWA95	3.50%	3.58%	9/1/2032	0.45	3,799,000.00	-	86,470.50	99.49
Agency Securities	FHLMC SB1459 5.5%40	3132CXTQ5	5.50%	5.22%	1/1/2040	3.33	3,500,000.00	-	3,258,491.44	102.80
Agency Securities	FNMA PL BM5111 3%33	3140J9VD0	3.00%	3.40%	11/1/2033	2.59	4,882,000.00	-	1,002,431.58	97.17
Agency Securities	FNMA PL CB4524 5%37	3140QQA21	5.00%	4.80%	8/1/2037	3.84	165,000.00	-	109,932.95	101.84
Agency Securities	FNMA PL CB4525 5%37	3140QQA39	5.00%	4.80%	8/1/2037	3.49	149,498.00	-	73,630.29	101.79
Agency Securities	FNMA PL CB4526 5%37	3140QQA47	5.00%	4.81%	9/1/2037	3.73	442,735.00	-	277,079.20	101.73
Agency Securities	FNMA PL CB4508 4.5%37	3140QQAJ4	4.50%	4.44%	8/1/2037	3.72	448,000.00	-	285,601.55	100.54
Agency Securities	FNMA PL CB4509 4.5%37	3140QQAK1	4.50%	4.44%	8/1/2037	3.88	840,624.00	-	479,358.36	100.50
Agency Securities	FNMA PL CB4510 4.5%37	3140QQAL9	4.50%	4.45%	8/1/2037	3.86	483,000.00	-	287,317.74	100.46
Agency Securities	FNMA PL CB4514 4.5%37	3140QQAQ8	4.50%	4.43%	9/1/2037	3.55	728,251.00	-	416,344.76	100.60
Agency Securities	FNMA PL CB4523 5%37	3140QQAZ8	5.00%	4.76%	8/1/2037	3.69	385,141.00	-	271,744.17	102.12
Agency Securities	FNMA PL CB4755 5%37	3140QQH99	5.00%	4.87%	9/1/2037	3.68	486,000.00	-	310,941.94	101.18
Agency Securities	FNMA PL CB4756 5%37	3140QQJA4	5.00%	4.81%	9/1/2037	3.57	271,000.00	-	147,797.53	101.72
Agency Securities	FNMA PL CB4757 5%37	3140QQJB2	5.00%	4.83%	9/1/2037	3.71	457,000.00	-	253,422.99	101.55
Agency Securities	FNMA PL CB4758 5%37	3140QQJC0	5.00%	4.84%	9/1/2037	3.70	312,000.00	-	166,710.58	101.42
Agency Securities	FNMA PL CB4759 5%37	3140QQJD8	5.00%	4.84%	9/1/2037	3.66	315,000.00	-	166,372.17	101.40
Agency Securities	FNMA PL CB4760 5%37	3140QQJE6	5.00%	4.79%	9/1/2037	3.58	632,000.00	-	378,295.71	101.87
Agency Securities	FNMA PL CB5005 5%37	3140QQR31	5.00%	4.79%	10/1/2037	3.59	188,000.00	-	119,867.11	101.87
Agency Securities	FNMA PL CB4990 4.5%37	3140QQRL1	4.50%	4.46%	11/1/2037	3.67	240,312.00	-	151,984.47	100.36
Agency Securities	FNMA PL CB4991 4.5%37	3140QQRM9	4.50%	4.45%	10/1/2037	3.73	125,049.00	-	68,794.15	100.46
Agency Securities	FNMA PL CB4995 4.5%37	3140QQRR8	4.50%	4.44%	10/1/2037	3.73	185,273.00	-	109,260.45	100.51
Agency Securities	FNMA PL FM2743 3%34	3140X6BM2	3.00%	3.34%	2/1/2034	2.64	2,590,000.00	-	473,086.36	97.54
Agency Securities	FNMA PL FM6298 4%38	3140X97L3	4.00%	3.88%	6/1/2038	3.39	1,887,000.00	-	703,640.35	101.18
Agency Securities	FNMA PL FM8952 4%37	3140XC5N4	4.00%	4.09%	12/1/2037	3.07	2,149,000.00	-	929,433.81	99.18
Agency Securities	FNMA PL FS6072 2.5%36	3140XMXA9	2.50%	3.10%	12/1/2036	3.62	843,175.00	-	585,559.93	94.33
Agency Securities	FNMA PL MA0919 3.5%31	31418AAV0	3.50%	3.58%	12/1/2031	2.42	5,269,000.00	-	237,805.74	99.54
Agency Securities	FNMA PL MA0976 3.5%32	31418ACN6	3.50%	3.58%	2/1/2032	2.49	6,180,000.00	-	322,117.74	99.54
Agency Securities	FNMA PL MA1401 3%33	31418ARX8	3.00%	3.33%	4/1/2033	2.94	3,339,000.00	-	374,120.10	97.82
Agency Securities	FNMA PL MA2832 3%36	31418CEE0	3.00%	3.40%	12/1/2036	4.37	1,662,000.00	-	282,826.08	96.32
Agency Securities	FNMA PL MA3060 3%32	31418CMU0	3.00%	3.51%	7/1/2032	2.60	2,178,000.00	-	240,774.10	96.95
Agency Securities	FNMA PL MA4389 1.5%31	31418D2X9	1.50%	2.46%	7/1/2031	2.30	1,440,000.00	-	596,638.91	94.79
Agency Securities	FHLMC RR0001 4.5%40	3142JCAB6	4.50%	4.50%	6/1/2040	3.68	5,000,000.00	-	4,803,308.59	99.98
Agency Securities	FHLMC RR0002 5%40	3142JCAC4	5.00%	4.90%	6/1/2040	3.08	7,500,000.00	-	7,113,948.14	101.05

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

September 30, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
Agency Securities	FHLMC RR0017 5%40	3142JCAT7	5.00%	4.90%	8/1/2040	3.10	5,000,000.00	-	4,860,949.10	101.06
	Total Count: 47		3.78%	4.06%		3.29	93,716,058.00	(3.26)	54,957,406.82	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
CMO & Asset Backed	ARI FLEET LEASE T 5.6%32	00218KAB9	5.60%	5.50%	11/15/2032	0.47	205,000.00	-	110,176.88	100.58
CMO & Asset Backed	AMERICAN EXPRESS 5.23%28	02582JKD1	5.23%	4.77%	9/15/2028	0.96	325,000.00	-	329,206.57	101.29
CMO & Asset Backed	AMERICAN EXPRES 4.319%30	02582JKP4	4.32%	4.16%	4/15/2030	2.54	843,000.00	-	848,570.80	100.66
CMO & Asset Backed	ARI FLEET LEASE 5.54%33	04033HAB1	5.54%	5.41%	4/15/2033	0.51	100,000.00	-	62,615.04	100.79
CMO & Asset Backed	BA CREDIT CARD T 4.79%28	05522RDG0	4.79%	4.61%	5/15/2028	0.62	1,582,000.00	-	1,589,031.36	100.44
CMO & Asset Backed	BA CREDIT CARD T 4.98%28	05522RDH8	4.98%	4.56%	11/15/2028	1.12	500,000.00	-	506,174.85	101.23
CMO & Asset Backed	CNH EQUIPMENT TR 3.89%27	12663JAC5	3.89%	3.95%	11/15/2027	0.53	413,000.00	-	144,532.92	99.87
CMO & Asset Backed	CAPITAL ONE MULT 4.95%27	14041NGB1	4.95%	4.93%	10/15/2027	0.04	141,000.00	-	141,036.28	100.03
CMO & Asset Backed	CARMAX AUTO OWNE 4.92%28	14318WAD9	4.92%	4.67%	10/16/2028	0.86	98,000.00	-	98,701.46	100.72
CMO & Asset Backed	CARMAX AUTO OWNER T 6%28	14318XAC9	6.00%	5.48%	7/17/2028	0.71	642,000.00	-	588,324.50	101.36
CMO & Asset Backed	CARMAX AUTO OWNE 4.59%28	14320AAB7	4.59%	4.43%	7/17/2028	0.71	1,505,000.00	-	1,511,422.59	100.43
CMO & Asset Backed	ELEMENT FLEET MA 6.16%35	165183CZ5	6.16%	5.99%	10/15/2035	0.64	306,000.00	-	133,408.23	101.24
CMO & Asset Backed	CHESAPEAKE FUNDI 5.52%36	165183DE1	5.52%	5.36%	5/15/2036	0.89	468,000.00	-	278,100.41	101.26
CMO & Asset Backed	CITIBANK NTNL AS 5.23%27	17305EGW9	5.23%	5.14%	12/8/2027	0.19	254,000.00	-	254,474.68	100.19
CMO & Asset Backed	CITIBANK CREDIT C 4.3%30	17305EHA6	4.30%	4.09%	6/21/2030	2.73	3,200,000.00	-	3,229,134.72	100.91
CMO & Asset Backed	DISCOVER CARD EX 4.31%28	254683CY9	4.31%	4.26%	3/15/2028	0.46	171,000.00	-	171,195.54	100.11
CMO & Asset Backed	ENTERPRISE FLEET 6.4%30	29374LAB6	6.40%	6.02%	3/20/2030	0.61	490,000.00	-	264,843.28	101.50
CMO & Asset Backed	ENTERPRISE FLEET 5.56%30	29375NAB1	5.56%	5.40%	4/20/2030	0.41	710,000.00	-	270,092.54	100.64
CMO & Asset Backed	ENTERPRISE FLEET 5.5%30	29375NAC9	5.50%	5.12%	4/22/2030	1.15	143,000.00	-	145,199.81	101.54
CMO & Asset Backed	ENTERPRISE FLEET 5.23%30	29375PAB6	5.23%	5.02%	3/20/2030	0.70	330,000.00	-	205,785.33	100.82
CMO & Asset Backed	ENTERPRISE FLEET 5.16%30	29375PAC4	5.16%	4.74%	9/20/2030	1.72	50,000.00	-	50,929.28	101.86
CMO & Asset Backed	FORD CR AUTO OWN 4.65%28	344928AD8	4.65%	4.53%	2/15/2028	0.51	342,000.00	-	179,551.24	100.27
CMO & Asset Backed	FORD CR AUTO OWN 5.53%28	344940AD3	5.53%	5.14%	9/15/2028	0.76	389,000.00	-	350,243.26	101.09
CMO & Asset Backed	FORD CREDIT FL 4.9199%28	34528QHV9	4.92%	4.86%	5/15/2028	0.62	911,000.00	-	912,313.12	100.14
CMO & Asset Backed	FORD CREDIT FLOO 5.24%31	34528QJF2	5.24%	4.48%	4/15/2031	3.54	760,000.00	-	788,500.91	103.75
CMO & Asset Backed	FOUNDATION FIN TR 5.5%49	349941AA2	5.50%	5.33%	12/15/2049	2.24	303,000.00	-	201,237.79	102.22
CMO & Asset Backed	GMF FLOORPLAN OW 5.34%28	361886CR3	5.34%	5.00%	6/15/2028	0.71	678,000.00	-	683,805.10	100.86
CMO & Asset Backed	GM FINL CONSUMER 3.64%27	36265WAD5	3.64%	3.69%	4/16/2027	0.12	944,000.00	-	123,521.95	99.91
CMO & Asset Backed	GM FINL REVOLVIN 4.98%36	36269KAA3	4.98%	4.67%	12/11/2036	3.45	446,000.00	-	457,905.70	102.67
CMO & Asset Backed	HONDA AUTO RECEI 4.15%29	437921AD1	4.15%	4.12%	10/15/2029	2.02	2,574,000.00	-	2,576,554.44	100.10
CMO & Asset Backed	HAROT 2023-4 A2 5.67%28	438123AC5	5.67%	5.30%	6/21/2028	0.75	196,000.00	-	173,184.34	100.95
CMO & Asset Backed	MMAF EQUIPMENT F 4.95%31	55318CAC8	4.95%	4.64%	7/14/2031	1.32	112,985.00	-	114,745.77	101.56
CMO & Asset Backed	NAVISTAR FINL CO 5.59%29	63938PBW8	5.59%	5.36%	4/25/2029	0.57	299,000.00	-	301,204.44	100.74
CMO & Asset Backed	NAVIENT PRIVATE 0.97%69	63942EAA6	0.97%	1.27%	12/16/2069	2.80	1,495,000.00	-	607,739.62	89.90
CMO & Asset Backed	NAVIENT PRIVATE 1.11%70	63942GAA1	1.11%	1.43%	2/18/2070	3.11	1,010,000.00	-	449,977.39	89.44
CMO & Asset Backed	NAVIENT PRIVATE 0.94%69	63942LAA0	0.94%	1.19%	7/15/2069	1.85	755,000.00	-	226,411.64	91.41
CMO & Asset Backed	NAVIENT PRIVATE 4.16%70	63942PAA1	4.16%	4.23%	10/15/2070	3.13	1,139,000.00	-	667,715.81	98.57
CMO & Asset Backed	NAVIENT PRIVATE 6.48%72	63942TAA3	6.48%	6.30%	3/15/2072	1.23	184,000.00	-	88,925.30	102.72
CMO & Asset Backed	NELNET STUDENT L 1.42%62	64034QAB4	1.42%	1.64%	4/20/2062	2.18	920,000.00	-	278,875.20	94.06
CMO & Asset Backed	NELNET STUDENT 4.9899%62	64035GAA7	4.99%	5.03%	4/20/2062	2.28	580,000.00	-	194,289.92	99.35
CMO & Asset Backed	NISSAN AUTO RECE 5.93%28	65480MAD5	5.93%	5.55%	3/15/2028	0.56	142,000.00	-	113,119.19	100.88
CMO & Asset Backed	ONEMAIN DIRECT A 0.87%28	682687AA6	0.87%	1.02%	7/14/2028	0.07	750,000.00	-	29,643.07	99.58
CMO & Asset Backed	ONEMAIN FINL I 5.8721%36	68269HAE5	5.87%	5.75%	9/15/2036	1.53	621,000.00	-	627,322.03	101.02
CMO & Asset Backed	PFS FING CORP 5.52%28	69335PEY7	5.52%	4.90%	3/15/2028	1.04	180,000.00	-	182,623.36	101.46
CMO & Asset Backed	PFS FINANCING CO 4.95%29	69335PFE0	4.95%	4.59%	2/15/2029	1.38	905,000.00	-	915,200.62	101.13
CMO & Asset Backed	PORSCHE FINL AUT 6.22%29	732916AD3	6.22%	5.93%	1/22/2029	0.56	387,000.00	-	224,138.01	100.86
CMO & Asset Backed	PORSCHE FINL AUT 4.81%28	73328QAC8	4.81%	4.70%	9/22/2028	0.50	792,000.00	-	361,017.42	100.29
CMO & Asset Backed	SMB PRIVATE ED L 1.59%53	78448YAC5	1.59%	1.87%	1/15/2053	2.60	294,000.00	-	134,307.45	93.94
CMO & Asset Backed	SMB PRIVATE EDUC 1.34%53	78449MAA4	1.34%	1.63%	3/17/2053	1.86	800,000.00	-	245,136.87	93.60
CMO & Asset Backed	SMB PRIVATE ED L 2.85%54	78450FAA5	2.85%	3.13%	11/16/2054	3.19	130,000.00	-	58,583.65	94.63

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

September 30, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
CMO & Asset Backed	PRIVATE ED LN 6.3723%53	78450QAB9	5.87%	5.81%	1/15/2053	2.61	490,000.00	-	303,686.58	100.83
CMO & Asset Backed	SMB PRIVATE EDUCATI 0%58	78454XAB0	6.17%	6.09%	10/15/2058	3.27	1,430,000.00	-	838,534.89	101.15
CMO & Asset Backed	SMB PRIVATE ED 1.3899%53	83208AAA1	1.39%	1.77%	1/15/2053	2.58	500,000.00	-	162,044.96	91.77
CMO & Asset Backed	SOFI PROFESSIONA 1.14%47	83405NAA4	1.14%	1.83%	2/15/2047	3.38	935,000.00	-	382,391.94	87.72
CMO & Asset Backed	SOFI PROFESSIONA 1.03%43	83405YAA0	1.03%	1.85%	8/17/2043	3.29	210,000.00	-	69,190.50	87.54
CMO & Asset Backed	TOYOTA AUTO RECE 5.54%28	89239FAD4	5.54%	5.11%	8/15/2028	0.79	243,000.00	-	244,286.30	101.16
CMO & Asset Backed	VERIZON MASTER T 4.83%31	92348KCH4	4.83%	4.54%	12/22/2031	3.74	101,000.00	-	102,575.38	101.56
CMO & Asset Backed	VERIZON MASTER TR 4.4%31	92348KEF6	4.40%	4.17%	6/20/2031	3.26	2,541,000.00	-	2,571,088.49	101.18
CMO & Asset Backed	VOLKSWAGEN AUTO 5.48%28	92867YAD6	5.48%	5.00%	12/20/2028	1.02	390,000.00	-	395,649.07	101.45
	Total Count:	59	4.14%	4.06%		1.87	38,354,985.00	-	28,270,199.79	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
Corporate Bonds	AMERICAN EXPRESS VAR 27	025816DG1	5.39%	4.84%	7/28/2027	1.83	455,000.00	-	459,471.74	100.98
Corporate Bonds	AMERICAN EXPRESS VAR 29	025816DH9	5.28%	4.43%	7/27/2029	3.83	1,500,000.00	(2,536.46)	1,545,301.50	103.02
Corporate Bonds	ASTRAZENECA FIN L 4.8%27	04636NAK9	4.80%	3.98%	2/26/2027	1.41	1,081,000.00	-	1,093,614.19	101.17
Corporate Bonds	AUSTRALIA & NE5.088% 25F	05254JAA8	5.09%	4.52%	12/8/2025	0.19	635,000.00	(20.57)	635,793.12	100.12
Corporate Bonds	BANK OF AMERICA C VAR 28	06051GHD4	3.42%	3.90%	12/20/2028	3.22	1,000,000.00	-	985,187.00	98.52
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GJQ3	1.66%	2.42%	3/11/2027	1.45	1,000,000.00	-	988,703.00	98.87
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GJS9	1.73%	2.82%	7/22/2027	1.81	1,000,000.00	-	980,111.00	98.01
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GLE7	5.08%	4.99%	1/20/2027	1.31	1,300,000.00	-	1,301,534.00	100.12
Corporate Bonds	BANK OF AMERICA C VAR 29	06051GLG2	5.20%	4.45%	4/25/2029	3.57	500,000.00	-	512,496.00	102.50
Corporate Bonds	BANK OF AMERICA C VAR 27	06051GLV9	5.93%	5.08%	9/15/2027	1.96	885,000.00	-	899,499.84	101.64
Corporate Bonds	THE BANK OF NEW Y VAR 27	06406RBQ9	4.95%	4.63%	4/26/2027	1.57	1,455,000.00	-	1,462,234.26	100.50
Corporate Bonds	BOARD TRUSTEES 4.146%30	09659DAC0	4.15%	4.11%	8/1/2030	4.84	2,500,000.00	-	2,503,900.00	100.16
Corporate Bonds	BRISTOL-MYERS SQU 4.9%27	110122EE4	4.90%	4.03%	2/22/2027	1.39	980,000.00	-	992,111.82	101.24
Corporate Bonds	CATERPILLAR FINL SE 5%27	14913UAL4	5.00%	3.94%	5/14/2027	1.62	535,000.00	-	544,250.69	101.73
Corporate Bonds	CISCO SYSTEMS, IN 4.8%27	17275RBQ4	4.80%	3.97%	2/26/2027	1.41	1,081,000.00	-	1,093,849.85	101.19
Corporate Bonds	CITIGROUP INC. 3.7%26	172967KG5	3.70%	4.00%	1/12/2026	0.28	1,000,000.00	-	998,742.00	99.87
Corporate Bonds	CITIGROUP INC. VAR 27	17327CAM5	1.12%	1.84%	1/28/2027	1.33	700,000.00	-	693,013.30	99.00
Corporate Bonds	JOHN DEERE CAPIT 1.05%26	24422EVR7	1.05%	3.65%	6/17/2026	0.71	295,000.00	-	289,038.05	97.98
Corporate Bonds	ENTERPRISE PRODUC 2.8%30	29379VBX0	2.80%	4.21%	1/31/2030	4.33	1,500,000.00	-	1,415,767.50	94.38
Corporate Bonds	NEXTERA ENERGY, 4.45%26	341081GR2	4.45%	4.29%	5/15/2026	0.62	605,000.00	-	605,617.71	100.10
Corporate Bonds	THE GOLDMAN SACHS VAR 30	38141GB29	5.05%	4.44%	7/23/2030	4.81	1,000,000.00	(69.05)	1,026,322.00	102.63
Corporate Bonds	THE GOLDMAN SACHS VAR 26	38141GXM1	1.09%	1.60%	12/9/2026	1.19	2,000,000.00	-	1,987,328.00	99.37
Corporate Bonds	GOLDMAN SACHS BK VAR 27	38151LAF7	5.28%	4.93%	3/18/2027	1.47	3,035,000.00	(12.01)	3,050,845.74	100.52
Corporate Bonds	HSBC USA INC. 5.294%27	40428HA44	5.29%	4.17%	3/4/2027	1.43	630,000.00	(12.01)	640,212.30	101.62
Corporate Bonds	INTERNTNL BANK F 0.65%26	459058JS3	0.65%	3.69%	2/10/2026	0.36	1,500,000.00	-	1,480,011.00	98.67
Corporate Bonds	JPMORGAN CHASE & VAR 28	46647PCW4	2.95%	3.70%	2/24/2028	2.40	1,355,000.00	-	1,331,114.06	98.24
Corporate Bonds	JPMORGAN CHASE & VAR 28	46647PEA0	5.04%	4.53%	1/23/2028	2.31	965,000.00	(0.06)	975,966.26	101.14
Corporate Bonds	JPMORGAN CHASE & VAR 30	46647PEB8	5.01%	4.40%	1/23/2030	4.31	3,000,000.00	(924.72)	3,072,258.00	102.41
Corporate Bonds	MASSMUTUAL GLOBAL 5.1%27	57629W4S6	5.10%	4.09%	4/9/2027	1.52	500,000.00	-	507,766.00	101.55
Corporate Bonds	MET TOWER GLOBAL 4.85%27	58989V2G8	4.85%	4.14%	1/16/2027	1.29	180,000.00	-	181,691.28	100.94
Corporate Bonds	MORGAN STANLEY 5.882%26	61690U7W4	5.88%	4.11%	10/30/2026	1.08	1,148,000.00	-	1,170,888.82	101.99
Corporate Bonds	MORGAN STANLEY BA VAR 28	61690U8A1	4.95%	4.51%	1/14/2028	2.29	1,170,000.00	-	1,181,512.80	100.98
Corporate Bonds	MORGAN STANLEY VAR 27	61747YEC5	1.51%	2.67%	7/20/2027	1.81	705,000.00	-	690,037.08	97.88
Corporate Bonds	MORGAN STANLEY VAR 28	61747YEK7	2.48%	3.46%	1/21/2028	2.31	1,045,000.00	-	1,021,499.00	97.75
Corporate Bonds	MORGAN STANLEY VAR 28	61747YER2	4.21%	4.16%	4/20/2028	2.56	1,305,000.00	-	1,306,640.39	100.13
Corporate Bonds	MORGAN STANLEY VAR 29	61747YFA8	5.12%	4.52%	2/1/2029	3.34	1,000,000.00	(4,791.53)	1,018,747.00	101.87
Corporate Bonds	MORGAN STANLEY VAR 28	61747YFP5	5.65%	4.72%	4/13/2028	2.54	1,115,000.00	(8.21)	1,140,102.00	102.25
Corporate Bonds	MORGAN STANLEY VAR 30	61747YFQ3	5.66%	4.56%	4/18/2030	4.55	1,000,000.00	-	1,045,119.00	104.51
Corporate Bonds	NTNL AUSTRALIA4.966% 26F	63253QAA2	4.97%	4.25%	1/12/2026	0.28	705,000.00	(20.57)	706,645.47	100.23
Corporate Bonds	NTNL AUSTRALIA 4.75% 25F	63253QAF1	4.75%	4.29%	12/10/2025	0.19	2,020,000.00	-	2,022,011.92	100.10
Corporate Bonds	THE PNC FINL SERV VAR 29	693475BR5	5.58%	4.57%	6/12/2029	3.70	4,500,000.00	(14,278.77)	4,656,060.00	103.47
Corporate Bonds	THE PNC FINL SERV VAR 30	693475BX2	5.49%	4.54%	5/14/2030	4.62	1,500,000.00	-	1,559,974.50	104.00

Treasury Report - continued

OPERATING ASSETS (SCHWAB) - HOLDINGS DETAIL

September 30, 2025

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
Corporate Bonds	PACCAR FINL CORP 4.95%25	69371RS23	4.95%	4.66%	10/3/2025	0.01	600,000.00	(8,561.29)	600,026.40	100.00
Corporate Bonds	PACCAR FINL CORP 4.45%26	69371RS49	4.45%	4.14%	3/30/2026	0.50	1,800,000.00	-	1,803,155.40	100.18
Corporate Bonds	PHILIP MORRIS IN 2.75%26	718172BT5	2.75%	3.99%	2/25/2026	0.40	1,780,000.00	-	1,769,332.46	99.40
Corporate Bonds	PHILIP MORRIS INTER 5%25	718172CU1	5.00%	4.50%	11/17/2025	0.13	560,000.00	-	560,442.96	100.08
Corporate Bonds	ROCHE HOLDINGS, 2.625%26	771196BK7	2.63%	3.93%	5/15/2026	0.62	600,000.00	-	594,585.00	99.10
Corporate Bonds	SCHLUMBERGER HOLDIN 4%25	806851AG6	4.00%	4.35%	12/21/2025	0.23	1,210,000.00	-	1,208,460.88	99.87
Corporate Bonds	THE CHARLES SCH 5.875%26	808513CG8	5.88%	4.30%	8/24/2026	0.90	1,920,000.00	-	1,948,757.76	101.50
Corporate Bonds	STATE STREET CORP VAR 26	857477BX0	5.75%	5.74%	11/4/2026	1.09	341,000.00	(14.95)	340,998.98	100.00
Corporate Bonds	TOYOTA MOTOR CRED 0.8%25	89236THP3	0.80%	1.88%	10/16/2025	0.04	1,650,000.00	-	1,647,685.05	99.86
Corporate Bonds	U.S. BANCORP 3.15%27	91159HHR4	3.15%	3.92%	4/27/2027	1.57	1,000,000.00	-	987,811.00	98.78
Corporate Bonds	U.S. BANCORP VAR 26	91159HJH4	5.73%	5.61%	10/21/2026	1.06	1,080,000.00	-	1,081,267.92	100.12
Corporate Bonds	U.S. BANCORP VAR 29	91159HJM3	5.78%	4.61%	6/12/2029	3.70	5,000,000.00	(12,709.69)	5,199,760.00	104.00
Corporate Bonds	U.S. BANCORP VAR 30	91159HJQ4	5.38%	4.56%	1/23/2030	4.31	2,000,000.00	(1,228.42)	2,065,048.00	103.25
Corporate Bonds	UNITEDHEALTH GRO 1.25%26	91324PDW9	1.25%	3.88%	1/15/2026	0.29	2,000,000.00	-	1,980,446.00	99.02
Corporate Bonds	UNITEDHEALTH GRO 5.25%28	91324PEP3	5.25%	4.08%	2/15/2028	2.38	1,000,000.00	(10,374.83)	1,027,004.00	102.70
Corporate Bonds	UNITEDHEALTH GROU 4.6%27	91324PEY4	4.60%	4.07%	4/15/2027	1.54	505,000.00	-	509,120.30	100.82
Corporate Bonds	WELLS FARGO BANK 5.45%26	94988J6D4	5.45%	4.21%	8/7/2026	0.85	1,100,000.00	-	1,112,346.40	101.12
Corporate Bonds	WELLS FARGO & CO VAR 28	95000U2S1	2.39%	3.45%	6/2/2028	2.67	1,060,000.00	-	1,030,807.60	97.25
Corporate Bonds	WELLS FARGO & CO VAR 30	95000U3J0	5.20%	4.51%	1/23/2030	4.31	500,000.00	(67.19)	513,581.00	102.72
Corporate Bonds	WELLS FARGO & CO VAR 28	95000U3L5	5.71%	4.79%	4/22/2028	2.56	895,000.00	(5.74)	915,066.80	102.24
	Total Count: 62		4.32%	4.14%		2.21	77,986,000.00	(55,636.07)	78,668,693.10	

Asset Class	Issuer	Cusip	Coupon Rate	Yield to Maturity	Maturity Date	Weighted Average Life (WAL)	Ending Par Value/Shares	Amortization Value	Ending Market Value	Ending Unit Price
U.S. Treasuries	US TREASUR NT 4.5%07/26	91282CHM6	4.50%	3.84%	7/15/2026	0.79	1,100,000.00	-	1,106,144.49	100.56
U.S. Treasuries	US TREASU NT 4.375%08/26	91282CHU8	4.38%	3.82%	8/15/2026	0.88	9,070,000.00	-	9,116,412.10	100.51
U.S. Treasuries	US TREASU NT 4.625%09/26	91282CHY0	4.63%	3.80%	9/15/2026	0.96	7,540,000.00	-	7,602,735.06	100.83
U.S. Treasuries	US TREASU NT 4.625%10/26	91282CJC6	4.63%	3.77%	10/15/2026	1.04	6,370,000.00	-	6,428,723.12	100.92
U.S. Treasuries	US TREASU NT 4.625%11/26	91282CJK8	4.63%	3.79%	11/15/2026	1.12	4,715,000.00	(8,608.16)	4,760,676.56	100.97
U.S. Treasuries	US TREASU NT 4.375%12/26	91282CJP7	4.38%	3.75%	12/15/2026	1.21	6,580,000.00	(18,046.72)	6,630,891.69	100.77
U.S. Treasuries	US TREASU NT 4.125%02/27	91282CKA8	4.13%	3.71%	2/15/2027	1.38	15,140,000.00	-	15,227,527.37	100.58
U.S. Treasuries	US TREASUR NT 4.5%05/27	91282CKR1	4.50%	3.70%	5/15/2027	1.62	20,050,000.00	-	20,311,588.34	101.30
U.S. Treasuries	US TREASU NT 4.625%06/27	91282CKV2	4.63%	3.70%	6/15/2027	1.71	8,000,000.00	(23,280.36)	8,127,187.20	101.59
U.S. Treasuries	US TREASU NT 4.375%07/27	91282CKZ3	4.38%	3.67%	7/15/2027	1.79	19,015,000.00	(49,430.12)	19,254,172.57	101.26
U.S. Treasuries	US TREASU NT 4.375%07/26	91282CLB5	4.38%	3.84%	7/31/2026	0.83	50,515,000.00	(53,846.42)	50,755,734.28	100.48
U.S. Treasuries	US TREASUR NT 4%07/29	91282CLC3	4.00%	3.69%	7/31/2029	3.83	1,500,000.00	(3,733.25)	1,516,523.40	101.10
U.S. Treasuries	US TREASUR NT 3.5%09/29	91282CLN9	3.50%	3.68%	9/30/2029	4.00	2,000,000.00	-	1,986,093.60	99.30
U.S. Treasuries	US TREASU NT 3.875%10/27	91282CLQ2	3.88%	3.63%	10/15/2027	2.04	2,000,000.00	-	2,009,843.60	100.49
	Total Count: 14		4.39%	3.76%		1.28	153,595,000.00	(156,945.03)	154,834,253.38	

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. Account adjusted cost basis, ending value, and other information reflects the market value of your cash and investments provided by Charles Schwab & Co., Inc CMO/Asset-Backed investments, Mortgage Pools investments, and Agency Mortgage Pool investments, such as bonds issued from the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), or Government National Mortgage Association (GNMA), are amoritizing bonds whose principal is paid down over time. As such, performance should be evaluated relative to the Cost Basis of the investment, not the Par Value.

Glossary

Coupon Rate: This is the stated coupon rate for the security. For variable rate securities this rate may change. Data provided by Orion.
Yield to Maturity: This is the actual average annual return on a note if held to maturity. Data provided by Orion.
Maturity Date: This is the stated maturity date of the security. Certain securities like mortgage pools, collateralized mortgage obligations, and asset backed securities can have the option to be paid back prior to maturity.
CMO & Asset Backed Securities: This is a type of financial security which is collateralized by an underlying pool of assets.
Ending Par Value/Shares: The original par value of the security.
Cost Basis: Original cost of the security.
Adjusted Cost Basis: The original cost basis adjusted for amortization.
Weighted-Average-Life: This measures the average length of time for anticipated principal repayments to measure a bond's risk and liquidity.

Treasury Report - continued

SECTION 115 OPEB ASSETS (SHUSTER/SCHWAB) - HOLDINGS DETAIL

September 30, 2025

Asset Class	Name	Ticker/Symbol	Prior Month End	Ending Market Value
Cash	Schwab Bank Sweep	SchwabCash	$ 90,802.85	$ 75,936.03
Alternative Private Debt	Thorofare Asset Based Lending Fund V Lp	88599T108	$ 857,704.62	$ 857,704.62
Diversified Emerging Mkts	iShares Core MSCI Emerging Markets ETF	IEMG	$ 1,306,965.24	$ 1,222,125.74
Japan Stock	JPMorgan BetaBuilders Japan ETF	BBJP	$ 917,345.94	$ 940,460.39
Foreign Large Growth	iShares MSCI EAFE Growth ETF	EFG	$ 727,711.92	$ 746,727.64
Foreign Large Growth	Vanguard Intl Dividend Appreciation	VIGI	$ 807,122.38	$ 887,831.43
Foreign Large Value	iShares MSCI EAFE Value	EFV	$ 2,076,730.41	$ 2,103,713.02
Infrastructure	iShares US Infrastructure ETF	IFRA	$ 782,502.44	$ 797,835.85
Intermediate Core-Plus Bond	iShares Core Total USD Bond Market	IUSB	$ 1,206,594.16	$ 1,219,178.66
Intermediate Core-Plus Bond	Fidelity Total Bond ETF	FBND	$ 4,233,157.14	$ 4,566,046.75
Large Blend	Schwab S&P 500 Index	SWPPX	$ 3,274,455.06	$ 2,901,591.88
Large Blend	iShares MSCI USA Quality Factor ETF	QUAL	$ 1,571,594.69	$ 1,621,703.93
Large Blend	iShares US Equity Factor Rotation Active ETF	DYNF	$ 972,370.56	$ 1,007,338.86
Large Blend	iShares Core S&P 500	IVV	$ 1,146,972.99	$ 1,187,637.85
Large Growth	SPDR S&P 500 Growth ETF	SPYG	$ 714,874.93	$ 751,951.02
Large Value	SPDR S&P 500 Value ETF	SPYV	$ 1,361,439.78	$ 1,289,050.31
Multisector Bond	PIMCO Income Fund Instl	PIMIX	$ 4,545,651.26	$ 4,964,148.72
Multisector Bond	PIMCO Multisector Bond ETF	PYLD	$ 647,986.86	$ 655,059.52
Multisector Bond	JP Morgan Income ETF	JPIE	$ 1,414,200.07	$ 1,416,815.69
Technology	Vanguard Information Technology	VGT	$ 589,610.19	$ 632,313.78
Ultrashort Bond	Janus Henderson AAA CLO Fund	JAAA	$ 723,764.43	$ 726,373.51
	Totals		$ 29,969,557.92	$ 30,571,545.20

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Treasury Report - continued

SECTION 115 PENSION STABLIZATION ASSETS (SHUSTER/SCHWAB) - HOLDINGS DETAIL

September 30, 2025

FONTANA
CALIFORNIA

Asset Class	Name	Ticker/Symbol	Prior Month End	Ending Market Value
Cash	Schwab Bank Sweep	SchwabCash	$ 42,702.12	$ 87,247.73
Alternative Private Debt	Thorofare Asset Based Lending Fund V Lp	88599T108	$ 356,805.14	$ 356,805.14
Diversified Emerging Mkts	iShares Core MSCI Emerging Markets ETF	IEMG	$ 700,549.69	$ 682,269.52
Japan Stock	JPMorgan BetaBuilders Japan ETF	BBJP	$ 495,209.97	$ 509,817.80
Foreign Large Growth	Vanguard Intl Dividend Appreciation	VIGI	$ 832,512.11	$ 874,120.40
Foreign Large Value	iShares MSCI EAFE Value	EFV	$ 1,014,828.95	$ 1,053,024.01
Infrastructure	iShares US Infrastructure ETF	IFRA	$ 428,935.09	$ 502,582.52
Intermediate Core-Plus Bond	iShares Core Total USD Bond Market	IUSB	$ 476,218.31	$ 487,110.42
Intermediate Core-Plus Bond	Fidelity Total Bond ETF	FBND	$ 1,494,438.18	$ 1,623,621.18
Large Blend	iShares US Equity Factor Rotation Active ETF	DYNF	$ 523,116.87	$ 554,221.52
Large Blend	iShares Core S&P 500	IVV	$ 1,155,523.97	$ 1,221,782.45
Large Blend	Schwab S&P 500 Index	SWPPX	$ 1,217,100.04	$ 1,061,175.58
Large Blend	iShares MSCI USA Quality Factor ETF	QUAL	$ 845,982.07	$ 947,719.03
Large Growth	SPDR S&P 500 Growth ETF	SPYG	$ 392,047.47	$ 416,271.69
Large Value	SPDR S&P 500 Value ETF	SPYV	$ 724,929.79	$ 764,825.78
Multisector Bond	PIMCO Income Fund Instl	PIMIX	$ 1,609,536.10	$ 1,830,601.86
Multisector Bond	PIMCO Multisector Bond ETF	PYLD	$ 230,838.73	$ 236,809.94
Multisector Bond	JP Morgan Income ETF	JPIE	$ 504,860.16	$ 512,078.03
Technology	Vanguard Information Technology	VGT	$ 415,385.51	$ 371,208.61
Ultrashort Bond	Janus Henderson AAA CLO Fund	JAAA	$ 260,259.03	$ 262,460.20
	Totals		$ 13,721,779.30	$ 14,355,753.41

This summary was assembled by Shuster Advisory Group, LLC ("Shuster") by request from the City of Fontana. The information shown is taken from Schwab custodial data and is believed to be accurate. Any discrepancy is purely unintentional and is not guaranteed by Shuster.

Conclusion

The City Council has provided fiscal policy direction that has laid the foundation for the 2025/2026 Operating Budget's conservative approach to revenues and expenditures. **The recommended budget changes included in the 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

October 28, 2025

(Five-Year Summary)

	2021/22 Audited Actuals	2022/23 Audited Actuals	2023/24 Audited Actuals	2024/25 Estimated Actuals	2025/2026 Adopted Budget	2025/2026 Adjusted Budget	2025/2026 Proposed Adjustments	2025/2026 Proposed Budget
Revenues	$ 135,371,657	$ 146,743,017	$ 151,466,541	$ 164,095,190	$ 197,996,520	$ 197,996,520	$ 119,334	$ 198,115,854
Expenditures	111,341,793	118,017,538	128,062,185	136,645,829	153,758,210	153,758,210	5,353,250	159,111,460
Revenues over (under) expenditures	**24,029,864**	**28,725,479**	**23,404,356**	**27,449,361**	**44,238,310**	**44,238,310**	**(5,233,916)**	**39,004,394**
Other sources & uses:								
Operating transfers in	12,073,139	11,585,264	11,566,054	12,384,062	12,244,050	12,244,050	18,034	12,262,084
Operating transfers out	(26,313,909)	(26,336,232)	(43,805,438)	(45,398,527)	(52,916,410)	(52,916,410)	1,039,052	(51,877,358)
Total other sources & uses	**(14,240,770)**	**(14,750,968)**	**(32,239,384)**	**(33,014,465)**	**(40,672,360)**	**(40,672,360)**	**1,057,086**	**(39,615,274)**
Revenues & other sources over (under) expenditures and other uses	9,789,094	13,974,511	(8,835,028)	(5,565,104)	3,565,950	3,565,950	(4,176,830)	(610,880)
Fund balance, beginning of year	47,728,351	57,517,445	72,639,194	64,798,697	51,634,946	51,634,946	9,606,167	61,241,113
Fund Balance Adjustment		1,147,238	994,531	2,542,288	2,124,090	2,124,090	(187,441)	1,936,649
GASB 31 Adjustment				(534,767)				
Fund balance, end of year	**$ 57,517,445**	**$ 72,639,194**	**$ 64,798,697**	**$ 61,241,113**	**$ 57,324,986**	**$ 57,324,986**	**$ 5,241,896**	**$ 62,566,882**
FUND BALANCE								
Reserved								
Inventories	$ 375,878	$ 407,053	$ 512,764	$ 340,263	$ 512,764	$ 512,764	$ (172,501)	$ 340,263
Total reserved	**375,878**	**407,053**	**512,764**	**340,263**	**512,764**	**512,764**	**(172,501)**	**340,263**
Designated								
Economic Uncertainty	9,469,586	0	0	0	0	0		0
CALPERS UAL Forecased Increases	0	0	0	0	0	0		0
PERS Rate Stability	10,886,393	10,694,317	12,204,822	13,644,923	11,651,142	11,651,142	2,704,611	14,355,753
Annual Shelter JPA	0	0	800,000	800,000	582,570	582,570		582,570
Operating Contingencies	0	0	3,000,000	3,000,000	3,000,000	3,000,000		3,000,000
Future projects and reserves	0	0	750,000	750,000	3,201,460	3,201,460	1,292,766	4,494,226
Unappropriated	20,280,588	38,595,914	14,443,275	9,618,091	0	0		0
	$ 41,012,445	**$ 49,697,284**	**$ 31,710,861**	**$ 28,153,277**	**$ 18,947,936**	**$ 18,947,936**	**$ 3,824,876**	**$ 22,772,812**
Total available for contingencies	**$ 16,505,000**	**$ 22,941,910**	**$ 33,087,836**	**$ 33,087,836**	**$ 38,377,050**	**$ 38,377,050**	**$ 1,417,020**	**$ 39,794,070**

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget						Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available	Net Project Carryover		
Other General Funds:										
102	City Technology	$ 3,412,830	$ -	$ 8,974,320	$ (8,721,320)	$ -	$ 3,665,830	$ (2,876,764)	(106,882)	$ 682,183
103	Facility Maintenance	755,292	0	9,683,940	(9,606,030)	0	833,202	(53,410)	(204,662)	575,130
104	Office of Emergency Services	1,250,323	0	0	(123,340)	0	1,126,983	0		1,126,983
105	KFON	1,936,782	250,000	0	(293,790)	0	1,892,992	0	(955,700)	937,292
106	Self Insurance	21,510,281	10,313,270	0	(10,392,890)	0	21,430,661	0	(241,467)	21,189,194
107	Retirees Medical Benefits	2,681,132	265,000	2,600,000	(2,813,960)	0	2,732,172	0		2,732,172
108	Supplemental Retirement	37,284	0	35,000	(36,410)	0	35,874	0		35,874
110	General Fund Operating Projects	675,547	0	2,361,240	(2,421,950)	0	614,837	(607,925)	24,811	31,723
115	Lease-Fire	3	5,768,590	0	0	0	5,768,593	0	(5,700,000)	68,593
125	Storm Water Compliance	444,040	304,500	0	(391,280)	0	357,260	0		357,260
	Total Other General Funds	**$ 32,703,513**	**$ 16,901,360**	**$ 23,654,500**	**$ (34,800,970)**	**$ -**	**$ 38,458,403**	**$ (3,538,100)**	**$ (7,183,900)**	**$ 27,736,404**
Special Revenue Funds:										
201	Muni Svcs Fiscal Impact Fee	$ 4,732,025	$ 943,100	$ -	$ -	$ (1,270,550)	$ 4,404,575	$ -	$ -	$ 4,404,575
221	Federal Seizure Treasury	171,577	0	0	(75,000)	0	96,577	0		96,577
222	Crime Prev Asset Seizure	34,755	2,500	0	(18,000)	0	19,255	0		19,255
223	Federal Asset Seizure	11,569,342	2,000,000	0	(2,683,370)	0	10,885,972	(411,938)	(2,158,034)	8,316,000
224	State Asset Seizure	541,035	20,000	0	(67,820)	0	493,215	0	(5,000)	488,215
225	PD Traffic Safety	3,417,930	400,000	0	(303,960)	0	3,513,970	0	(83,058)	3,430,912
226	Opioid Settlement	893,570	0	0	0	0	893,570	(751,935)		141,635
241	Air Quality Mgmt District	887,604	304,000	0	0	(13,480)	1,178,124	(184,687)	(20,000)	973,438
243	Traffic Safety	100,812	45,000	0	(52,760)	0	93,052	0		93,052
244	Prop 1B	146,491	0	0	0	0	146,491	0		146,491
245	Measure I Reimb 2010-2040	(2,875,240)	0	0	0	0	(2,875,240)	2,875,240		0
246	Measure I Local 2010-2040	12,555,539	5,710,860	0	(3,876,260)	(450,000)	13,940,139	(8,769,481)	310,088	5,480,746
281	Gas Tax (State)	2,118,532	6,012,640	0	(5,734,100)	(385,000)	2,012,072	(1,189,736)	(1,908)	820,427
282	Solid Waste Mitigation	9,487,247	5,505,000	0	(3,041,870)	(313,880)	11,636,497	(2,297,182)		9,339,316
283	Road Maintenance & Rehab	8,701,641	5,620,530	0	(5,620,530)	0	8,701,641	(5,652,092)	-	3,049,549
301	Grants	(11,186,634)	106,600	0	(48,110)	(58,490)	(11,186,634)	11,211,004	(24,370)	0
302	ARPA 2021	6,246,850	0	0	0	0	6,246,850	(17,801,620)	11,554,770	0
303	TDA/Article 3	(20,854)	0	0	0	0	(20,854)	20,854		0
304	ARPA - County	(886,432)	0	0	0	0	(886,432)	886,432		0
322	State COPS AB 3229	1,565,782	400,000	0	(586,520)	0	1,379,262	0	(146,611)	1,232,651
362	CDBG	0	2,070,000	0	(2,064,420)	(33,310)	(27,730)	466,667	(5,580)	433,357
363	Home Program	115,323	600,000	0	(600,000)	0	115,323	204,982	-	320,305
385	After School Program	0	4,407,400	0	(4,138,900)	(268,500)	0	0		0
386	ASES ELO-P Grant	0	13,127,390	0	(12,686,690)	(440,700)	0	0		0
395	LMD #1 City Wide	527,020	909,540	830,400	(1,560,930)	(207,900)	498,130	0	(45)	498,085

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget					Net Project Carryover	Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available			
Special Revenue Funds:										
396	LMD #2 Village of Heritage	$ 1,408,592	$ 2,690,230	$ 1,484,480	$ (3,812,220)	$ (431,190)	$ 1,339,892	$ -	$ (405,924)	$ 933,968
397	LMD #3 Empire Center	272,516	62,120	0	(75,810)	(7,100)	251,726	0		251,726
398	LMD #3 Hunter's Ridge	2,135,104	965,370	251,960	(1,216,770)	(146,260)	1,989,404	0	(49,254)	1,940,150
399	LLMD #3 Hunter's Ridge	89,454	36,530	0	(35,660)	(3,340)	86,984	0	(720)	86,264
401	CFD #1 Southridge Village	2,202,640	6,580,100	31,080	(4,424,980)	(3,095,150)	1,293,690	(432,759)	(326,527)	534,404
403	CFD #6-3A Bellgrove II	482,476	228,660	0	(172,140)	(46,820)	492,176	0		492,176
404	CFD #6-2 N Morningside	344,877	110,290	0	(105,660)	(14,460)	335,047	0		335,047
405	CFD #6-1 Stratham	500,035	209,240	0	(148,440)	(116,990)	443,845	0		443,845
406	CFD #6 The Landings	3,068,705	425,540	161,400	(607,110)	(87,160)	2,961,375	0	(1,980)	2,959,395
407	CFD #7 Country Club Estates	262,415	127,260	20,890	(231,360)	(27,700)	151,505	0		151,505
408	CFD #8 Presley	532,822	81,360	136,370	(298,950)	(34,260)	417,342	0	(1,882)	415,460
409	CFD #9M Morningside	(45,165)	184,680	115,300	(183,080)	(117,420)	(45,685)	0		(45,685)
410	CFD #10M Jurupa Industrial	237,558	42,610	0	(67,400)	(6,310)	206,458	0		206,458
412	CFD #12 Sierra Lakes	1,366,046	1,033,680	497,430	(1,542,330)	(174,580)	1,180,246	0	(19,350)	1,160,896
413	CFD #13M Summit Heights	147,566	559,310	477,600	(1,028,770)	(126,250)	29,456	0		29,456
414	CFD #14M Sycamore Hills	82,021	480,820	89,920	(527,950)	(115,840)	8,971	0		8,971
415	CFD #15M Silver Ridge	147,151	332,430	0	(181,340)	(217,970)	80,271	0		80,271
416	CFD #16M Ventana Pointe	64,220	48,670	0	(46,850)	(31,610)	34,430	0		34,430
418	CFD #18M Badiola Homes	47,204	7,010	0	(3,790)	(4,460)	45,964	0		45,964
420	CFD #20M	63,169	38,070	0	(38,940)	(20,080)	42,219	0		42,219
421	CFD #21M	243,058	40,950	0	(19,550)	(21,730)	242,728	0		242,728
423	CFD #23M	28,377	8,410	0	(2,270)	(10,920)	23,597	0		23,597
424	CFD#24M	191,286	46,400	0	(21,840)	(28,320)	187,526	0		187,526
425	CFD #25M	274,346	92,270	0	(61,960)	(53,710)	250,946	0		250,946
427	CFD #27M	(49,619)	66,210	38,280	(74,220)	(30,630)	(49,979)	0		(49,979)
428	CFD #28M	450,414	163,730	0	(108,060)	(110,680)	395,404	0		395,404
429	CFD #29M	(4,284)	29,910	33,000	(42,430)	(21,060)	(4,864)	0		(4,864)
430	CFD #30M	744,646	241,050	0	(140,630)	(158,580)	686,486	0		686,486
431	CFD #31 Citrus Heights North	863,398	481,040	0	(275,030)	(190,800)	878,608	0		878,608
432	CFD #32M	107,915	18,730	0	(6,140)	(15,170)	105,335	0		105,335
433	CFD #33M Empire Lighting	178,917	46,700	0	(92,760)	(8,680)	124,177	0		124,177
434	CFD #34 Empire Detention Basin	266,847	21,140	0	(24,150)	(2,260)	261,577	0		261,577
435	CFD #35M	1,115,408	603,660	117,850	(741,850)	(106,880)	988,188	0	(142,807)	845,381
436	CFD #36M	30,455	24,940	7,570	(27,690)	(20,650)	14,625	0		14,625
437	CFD #37 Montelago	92,053	98,460	56,830	(153,140)	(58,240)	35,963	0		35,963
438	CFD #38M	909,552	181,870	0	(81,990)	(116,960)	892,472	0		892,472
439	CFD #39M	25,707	24,200	60	(21,180)	(16,580)	12,207	0		12,207
440	CFD #40M	79,156	10,530	0	(1,660)	(7,830)	80,196	0		80,196

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget						Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available	Net Project Carryover		
Special Revenue Funds:										
441	CFD #41M	$ 122,119	$ 15,520	$ -	$ (12,550)	$ (8,090)	$ 116,999	$ -		$ 116,999
442	CFD #42M	252,359	49,380	0	(77,490)	(7,250)	216,999	0		216,999
444	CFD #44M	27,628	10,090	0	(10,980)	(6,220)	20,518	0		20,518
445	CFD #45M	318,901	113,370	0	(91,900)	(57,320)	283,051	0		283,051
446	CFD #46M	318,786	49,890	0	(43,530)	(24,510)	300,636	0		300,636
447	CFD #47M	(713)	12,980	9,680	(17,200)	(6,480)	(1,733)	0		(1,733)
448	CFD #48M	451,885	76,050	0	(61,010)	(31,670)	435,255	0		435,255
449	CFD #49M	26,949	14,470	0	(15,180)	(6,290)	19,949	0		19,949
450	CFD #50M	76,336	40,640	0	(22,920)	(30,160)	63,896	0		63,896
451	CFD #51M	72,621	75,350	0	(81,840)	(39,240)	26,891	0		26,891
453	CFD #53M	86,513	9,080	0	(6,210)	(5,230)	84,153	0		84,153
454	CFD #54M	17,770	28,280	15,300	(46,030)	(15,670)	(350)	0		(350)
455	CFD #55M	63,117	7,320	0	(6,530)	(3,210)	60,697	0		60,697
456	CFD #56M	126,907	26,040	0	(960)	(24,770)	127,217	0		127,217
457	CFD #57M	59,677	16,950	0	(18,010)	(6,560)	52,057	0		52,057
458	CFD #58M	18,336	4,410	0	(1,160)	(4,080)	17,506	0		17,506
459	CFD #59M	12,360	2,400	0	(1,160)	(110)	13,490	0		13,490
460	CFD #60M	85,717	12,940	0	(12,990)	(5,870)	79,797	0		79,797
461	CFD #61M	394,225	55,280	0	(30,070)	(29,090)	390,345	0		390,345
462	CFD #62M	55,598	5,580	0	(7,400)	(690)	53,088	0		53,088
463	CFD #63M	611,365	54,640	0	(39,840)	(3,730)	622,435	0		622,435
464	CFD #64M	85,512	5,070	0	0	0	90,582	0		90,582
465	CFD #65M	203,464	20,430	0	(10,330)	(10,700)	202,864	0		202,864
466	CFD #66M	0	0	2,850	0	(2,850)	0	0	-	0
467	CFD #67M	191,691	43,450	0	(30,400)	(21,630)	183,111	0	-	183,111
468	CFD #68M	155,098	25,280	0	(18,460)	(12,980)	148,938	0		148,938
469	CFD #69M	633,010	178,130	0	(134,380)	(92,460)	584,300	0	(77,076)	507,224
470	CFD #70M Avellino	221,524	80,220	0	(56,680)	(39,760)	205,304	0		205,304
471	CFD #71M Sierra Crest	409,360	132,740	28,110	(158,580)	(21,450)	390,180	0		390,180
472	CFD #72M	28,442	12,160	0	(11,480)	(6,590)	22,532	0		22,532
473	CFD #73M	294,295	67,580	0	(33,480)	(37,290)	291,105	0		291,105
474	CFD #74M	579,245	84,810	0	(41,500)	(52,360)	570,195	0		570,195
475	CFD #75M	55,788	14,750	0	(10,640)	(8,880)	51,018	0		51,018
476	CFD #76M	79,891	37,860	0	(39,890)	(8,520)	69,341	0		69,341
477	CFD #77M	49,731	13,290	0	(10,660)	(6,840)	45,521	0		45,521
478	CFD #78M	251,280	79,060	0	(36,900)	(61,080)	232,360	0		232,360
479	CFD #79M	209,509	21,500	0	(860)	(80)	230,069	0		230,069
480	CFD #80M	385,486	240,810	0	(129,640)	(124,280)	372,376	0		372,376

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget						Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available	Net Project Carryover		
Special Revenue Funds:										
481	CFD #81M	$ 81,907	$ 123,610	$ -	$ (105,450)	$ (48,850)	$ 51,217	$ -		$ 51,217
482	CFD #82M	211,424	29,480	0	(500)	0	240,404	0		240,404
483	CFD #83M	199,673	63,940	0	(33,960)	(31,190)	198,463	0		198,463
484	CFD #84M	45,400	19,500	0	(11,550)	(9,590)	43,760	0		43,760
485	CFD #85 THE MEADOWS	1,054,022	431,720	0	(362,460)	(37,280)	1,086,002	0		1,086,002
486	CFD #86 ETIWANDA RIDGE	198,568	67,660	0	(47,020)	(34,210)	184,998	0		184,998
487	CFD #87 El Paseo	219,896	77,250	0	(27,560)	(67,320)	202,266	0		202,266
488	CFD #88 SIERRA CREST II	316,437	113,730	10,420	(90,490)	(8,470)	341,627	0		341,627
489	CFD #89 BELROSE	245,609	60,980	0	(33,750)	(32,950)	239,889	0		239,889
490	CFD #90 SUMMIT @ ROSENA PH i	1,446,883	363,610	0	(280,160)	(78,930)	1,451,403	0		1,451,403
491	CFD #91M	35,989	6,080	0	(500)	(2,320)	39,249	0		39,249
492	CFD #92M	94,473	17,220	0	(8,690)	(6,360)	96,643	0		96,643
493	CFD #93M	48,140	12,780	0	(17,090)	(5,990)	37,840	0		37,840
494	CFD #94M	9,948	2,100	0	(500)	(1,750)	9,798	0		9,798
495	CFD #95 SUMMIT @ ROSENA PH II	431,865	184,120	3,200	(233,940)	(23,030)	362,215	0		362,215
496	CFD #96M Tr. 19957	46,622	11,330	0	(11,770)	(4,220)	41,962	0		41,962
497	CFD #97M	26,277	5,270	0	0	(3,690)	27,857	0		27,857
498	CFD #98M	26,684	6,050	0	(500)	(2,600)	29,634	0		29,634
500	CFD #100M	275,092	82,990	0	(29,280)	(58,590)	270,212	0		270,212
501	CFD #101M	35,041	8,010	0	(500)	(3,460)	39,091	0		39,091
502	CFD #102M	22,955	5,010	0	(500)	(1,750)	25,715	0		25,715
503	CFD #103M Estrada	20,104	4,420	0	0	(1,130)	23,394	0		23,394
504	CFD #104M	45,207	13,780	0	(9,790)	(4,610)	44,587	0		44,587
505	CFD #105M	109,765	47,560	0	(20,080)	(31,040)	106,205	0		106,205
506	CFD #106M	249,391	92,070	0	(22,930)	(47,510)	271,021	0		271,021
507	CFD #107M	59,441	39,910	0	(8,070)	(31,090)	60,191	0		60,191
509	CFD #109M	603,803	353,570	0	(180,470)	(154,100)	622,803	0		622,803
510	CFD #510M	26,066	17,420	0	0	(5,100)	38,386	0		38,386
511	CFD #111M	54,846	72,470	0	(14,490)	(57,490)	55,336	0		55,336
512	CFD #112M	122,978	304,580	0	(140,130)	(162,230)	125,198	0		125,198
513	CFD #113	0	225,040	0	0	0	225,040	0	(160,080)	64,960
514	CFD #114M	0	55,080	0	0	0	55,080	0		55,080
515	CFD #115M	0	426,000	0	0	0	426,000	0		426,000
516	CFD #116M	0	66,930	0	0	0	66,930	0		66,930
Special Revenue Funds:										
Total Special Revenue Funds		**$ 81,197,243**	**$ 69,777,810**	**$ 4,419,980**	**$ (62,826,310)**	**$ (11,027,280)**	**$ 81,541,443**	**$ (21,826,253)**	**$ 8,234,652**	**$ 67,949,842**

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget					Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available	Net Project Carryover		
Debt Service Funds:										
580	General Debt Service	$ 62,975	$ 1,120,700	$ 2,866,800	$ (3,991,500)	$ -	$ 58,975	$ -	$ -	$ 58,975
	Total Debt Service Funds	**$ 62,975**	**$ 1,120,700**	**$ 2,866,800**	**$ (3,991,500)**	**$ -**	**$ 58,975**	**$ -**	**$ -**	**$ 58,975**
Capital Project Funds:										
601	Capital Reinvestment	$ 49,169,039	$ 5,351,850	$ 2,500,000	$ (2,656,560)	$ -	$ 54,364,329	$ (46,171,451)	$ (8,073,380)	$ 119,498
602	Capital Improvements	8,723,151	210,000	0	0	0	8,933,151	(1,913,611)	(6,379,657)	639,883
603	Future Capital Projects	22,328,723	0	0	0	0	22,328,723	(344,883)	(13,000,000)	8,983,841
604	Capital Project -TUT	5,465,078	0	21,370,380	(21,370,380)	0	5,465,078	0	(271,045)	5,194,033
620	San Sevaine Flood Control	2,718,139	529,400	0	0	(39,250)	3,208,289	0		3,208,289
621	Upper Etiwanda Flood Control	49,554	0	0	0	0	49,554	0		49,554
622	Storm Drain	15,910,823	1,105,000	0	(45,810)	(106,310)	16,863,703	(9,279,770)	(2,980)	7,580,952
623	Sewer Expansion	2,904,602	5,205,770	0	0	(3,750)	8,106,622	(685,652)		7,420,970
630	Circulation Mitigation	33,080,791	4,917,030	0	(12,590)	(46,120)	37,939,111	(12,435,349)		25,503,761
631	Fire Assessment	782,894	260,000	0	0	(260,000)	782,894	(423,922)		358,972
632	General Government	14,427,259	430,000	0	0	(48,490)	14,808,769	(12,017,764)	(500,000)	2,291,005
633	Landscape Medians	2,662,099	400,000	0	0	(35,170)	3,026,929	(1,622,603)		1,404,326
634	Library Capital Improvement	1,515,803	152,090	0	0	(31,700)	1,636,193	0		1,636,193
635	Parks Development	17,065,416	3,904,230	0	0	(34,580)	20,935,066	(5,044,457)	(11,639)	15,878,970
636	Police Capital Facilities	4,648,373	655,500	0	(130,400)	(70,280)	5,103,193	(194,571)		4,908,622
637	Underground Utilities	1,208,879	600,000	0	0	0	1,808,879	0		1,808,879
657	CFD #31 Citrus Heights North	1,894,388	0	0	0	0	1,894,388	0		1,894,388
658	CFD #31	6,052	0	0	0	0	6,052	0		6,052
659	CFD #70 Avellino	798	0	0	0	0	798	0		798
660	CFD #71 Sierra Crest	2,686	0	0	0	0	2,686	0		2,686
661	CFD #80 Bella Strada	15,782	0	0	0	0	15,782	0		15,782
663	CFD #74B Citrus/Summit	192,800	0	0	0	0	192,800	0		192,800
664	CFD #86 Etiwanda Ridge	989,653	0	0	0	0	989,653	0		989,653
665	CFD #85 The Meadows	19,502	0	0	0	0	19,502	0		19,502
666	CFD #88 Sierra Crest II	105,422	0	0	0	0	105,422	0		105,422
667	CFD #89 Belrose	(74)	0	0	0	0	(74)	0	74	0
668	CFD #90 Summit @ Rosena Ph I	8,691,981	0	0	0	(58,330)	8,633,651	0		8,633,651
669	CFD #95 Summit @ Rosena II	5,932,129	0	0	0	(24,800)	5,907,329	0		5,907,329
670	CFD #87 El Paseo	960,065	0	0	0	0	960,065	0		960,065
671	CFD #106 Mountain View	51,862	0	0	0	0	51,862	0		51,862
672	CFD #99 The Retreat	72,165	0	0	0	0	72,165	0		72,165
673	CFD #100 Victoria	3,856,250	0	0	0	0	3,856,250	0	(1,508,654)	2,347,596
674	CFD #111 Monterado	5,333,237	0	0	0	0	5,333,237	0		5,333,237
675	CFD#107 Highland	2,723,683	0	0	0	0	2,723,683	0		2,723,683
676	CFD#109 Narra Hills	75,569	0	0	0	0	75,569	0		75,569

Other Funds - Unreserved Fund Balances

Fiscal Year 2025/2026

		Unaudited Fund Balance July 1, 2025	Budget						Net Proposed Adjustments	Estimated Fund Balance June 30, 2026
			Revenues	Transfers In	Expenditures	Transfers Out	Available	Net Project Carryover		
Capital Project Funds:										
677	CFD #112 The Gardens Phase One	$ 28,974,840	$ -	$ -	$ -	$ -	$ 28,974,840	$ -	$ (13,684,780)	$ 15,290,060
	Total Capital Project Funds	**$ 242,559,414**	**$ 23,720,870**	**$ 23,870,380**	**$ (24,215,740)**	**$ (758,780)**	**$ 265,176,144**	**$ (90,134,034)**	**$ (43,432,061)**	**$ 131,610,049**
Enterprise Funds:										
701	Sewer Maintenance & Operations	$ 10,398,803	$ 31,162,640	$ -	$ (27,157,140)	$ (2,704,670)	$ 11,699,633	$ -	$ (1,155,791)	$ 10,543,842
702	Sewer Capital Projects	1,081,256	300,010	0	(136,620)	(4,320)	1,240,326	(207,400)	(1,032,926)	0
703	Sewer Replacement	8,034,275	1,000,000	400,000	(1,855,370)	(274,540)	7,304,365	(6,392,710)	(80,070)	831,585
710	Water Utility	952,518	0	0	0	0	952,518	0		952,518
720	Stage Red	944,997	0	0	0	(19,710)	925,287	0	(651,874)	273,413
	Total Enterprise Funds	**$ 21,411,848**	**$ 32,462,650**	**$ 400,000**	**$ (29,149,130)**	**$ (3,003,240)**	**$ 22,122,128**	**$ (6,600,110)**	**$ (2,920,661)**	**$ 12,601,357**
Internal Service Fund:										
751	FLEET OPERATIONS	$ 22,185,872	$ 8,588,190	$ 250,000	$ (12,136,050)	$ -	$ 18,888,012	$ -	$ (3,741,381)	$ 15,146,631
	Total Internal Service Funds	**$ 22,185,872**	**$ 8,588,190**	**$ 250,000**	**$ (12,136,050)**	**$ -**	**$ 18,888,012**	**$ -**	**$ (3,741,381)**	**$ 15,146,631**
	TOTAL ALL FUNDS	**$ 400,120,866**	**$ 152,571,580**	**$ 55,461,660**	**$ (167,119,700)**	**$ (14,789,300)**	**$ 426,245,106**	**$ (122,098,497)**	**$ (49,043,351)**	**$ 255,103,259**

General Fund - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
101	**General Fund**					5,353,250	119,334	18,034	(1,039,052)	(4,176,830)	
Personnel Requests (Recurring)											
	10126100	IT	IT Applications	Various	Personnel Accounts	(99,064)				99,064	} Eliminate Jr. Software Engineer Position PC#26032 and Xfer to Fund
	10126201	IT	IT Operations & Support	8790	Operating Transfer Out				99,064	(99,064)	} #102 recurring costs
	10140222	PD	Traffic	Various	Personnel Accounts	475,130				(475,130)	}
	10140231	PD	Patrol Units	Various	Personnel Accounts	226,340				(226,340)	} 2020 Cops Grant completed move personnel appropriations to GF #101
	10140366	PD	Gangs Unit	Various	Personnel Accounts	465,430				(465,430)	} from Fund #110
	Various	PD	Various	Various	Personnel Accounts	2,036,706				(2,036,706)	FY25/26 POA Contract Update
Offsetting Adjustments											
	10128000	FN	Management Services	6310	Interest - Investments		67,200			67,200	} Increase revenues and appropriations for cash flow analysis services
	10128200	FN	Accounting	8111	Accounting and Auditing	67,200				(67,200)	}
	10137011	PW&E	Recycled Water	5825	Recycled Water		50,000			50,000	) Increase revenues and appropriations for recycled water agreements
	10137000	PW&E	Engineering Administration	8110	Legal Services	50,000				(50,000)	) legal review
	10140100	PD	Administrative Services	6480	Miscellaneous Reimb		2,134			2,134	} Increase revenues and appropriations for challenge coin proceeds and
	10140100	PD	Administrative Services	8010	Departmental Expense	2,134				(2,134)	} costs
New Requests (One-Time)											
	10110400	CA	Marketing & Communications	8011	Advertising	14,000				(14,000)	FY25/26 Experience Fontana ads
	10110400	CA	Marketing & Communications	8014	Computer Hardwar <$5000	15,500				(15,500)	FY25/26 Equipment for five new positions
	10110400	CA	Marketing & Communications	8130	Other Professional Svcs	35,000				(35,000)	FY25/26 Experience Fontana graphics
	10122000	CC	Records and Elections	8130	Other Professional Svcs	155,050				(155,050)	FY25/26 Microfiche scanning services
	10128100	FN	Mgmt Services Admin	8018	Conference & Meetings	20,000				(20,000)	FY25/26 Finance team event
	10132#00	BS	Building & Safety Admin	8010	Departmental Expense	19,500				(19,500)	FY25/26 Code books
	10134100	PL	Planning	8130	Other Professional Svcs	50,000				(50,000)	FY25/26 Ch.30 citywide sign code update
	10134100	PL	Planning	8130	Other Professional Svcs	50,000				(50,000)	FY25/26 Ch.30 zoning and development code update
	10134100	PL	Planning	8130	Other Professional Svcs	220,000				(220,000)	FY25/26 scanning services
	10137505	PW&E	Traffic/Streets	8010	Departmental Expense	3,000				(3,000)	FY25/26 Traffic Signal Maintenance Tech II equipment
	10140300	PD	Special Operations-Admin	8420	Lease Expense - Principal	40,000				(40,000)	} FY25/26 Metrolink surveillance systems File #25-0088, CC approved 3/11/25.
	10128000	FN	Management Services	6900	Operating Transfers In			18,034		18,034	Increase Fund #301 cost allocation to city from OAHMP grant
	10128200	FN	Accounting	8790	Operating Transfer Out				74	(74)	Xfer to Fund #667 to correct FB overage
	10137505	PW&E	Traffic/Streets	8130	Other Professional Svcs	30,000				(30,000)	Increase appropriations for on call support
	10140231	PD	Patrol Units	8790	Operating Transfer Out				60,710	(60,710)	Correct Xfer to Fund #110 for Bike Patrol-CDBG
	10140231	PD	Patrol Units	8790	Operating Transfer Out				(1,198,900)	1,198,900	Decrease adopted Xfer to Fund #110 for 2020 COPS grant projects
	10137###	PW&E	Various	7130	Payroll Offset	(145,000)				145,000	} FY25/26 salary savings to fund full-time staff augmentation 12 months
	10137505	PW&E	Traffic/Streets	8130	Other Professional Svcs	350,000				(350,000)	}
Carryovers											
	10128200	FN	Accounting	8090	Managed Savings	1,000,000				(1,000,000)	} C/O appropriations for FY25-26 One-Time request funding (FY24-25 Q4)
	10128200	FN	Accounting	8090	Managed Savings	(887,800)				887,800	}
	10137203	PW&E	Weed Abatement	8130	Other Professional Svcs	4,600				(4,600)	C/O Downtown parcels weed abatement (FY24-25 Q2)
	10137505	PW&E	Traffic/Streets	8130	Other Professional Svcs	120,000				(120,000)	C/O Mobile Alerting and Detection (FY24-25 Q2)
	Various	CA	Various	Various	Operating Accounts	69,776				(69,776)	}
	Various	FN	Various	Various	Operating Accounts	209,993				(209,993)	}
	Various	DS	Various	Various	Operating Accounts	231,584				(231,584)	} Carryover purchase orders form FY24/25
	Various	PW&E	Various	Various	Operating Accounts	163,285				(163,285)	}
	Various	PD	Various	Various	Operating Accounts	360,887				(360,887)	}

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
102 City Technology						205,946	-	99,064	-	(106,882)	
	10226101	IT	Information Systems	6900	Operating Transfers In			99,064		99,064	} Xfer From Fund #101 eliminating PC#26032 and increase appropriations for ESRI ArcGIS monitor, GIS software licensing, GIS image detection software, and video management system
	10226101	IT	Information Systems	8035	Software Maint	73,000				(73,000)	}
	10226101	IT	Information Systems	8053	Cloud/Hosted	25,000				(25,000)	}
	10226206	IT	Security	8053	Cloud/Hosted	13,500				(13,500)	}
	10226101	IT	Information Systems	8053	Cloud/Hosted	20,000				(20,000)	Increase appropriations for GraniteNet sub
	10226101	IT	Information Systems	8053	Cloud/Hosted	1,200				(1,200)	Increase appropriations for PD Cellhalk license
	10226101	IT	Information Systems	8053	Cloud/Hosted	6,000				(6,000)	Increase appropriations for PD LegalUpdates sub
	Various	IT	Various	Various	Operating Accounts	63,346				(63,346)	Carryover purchase orders form FY24/25
	10240103	PD	Dept Training - PA Admin	8032	Outsourced Svcs (HW/SW)	3,900				(3,900)	Carryover purchase orders form FY24/25
103 Facility Maintenance						204,662	-	-	-	(204,662)	
	10328300	FN	General Office Services	8318	Office Equip Furn & Fix	20,000				(20,000)	FY25/26 One-Time mail machine replacement
	10337317	PW&E	Facilities Maintenance	7113	Overtime	50,000				(50,000)	C/O Overtime for facility projects (FY24-25 Supp)
	10337317	PW&E	Facilities Maintenance	8130	Other Professional Svcs	20,000				(20,000)	C/O Downtown parking structure security improvements (FY24-25 Q2)
	10337317	PW&E	Facilities Maintenance	Various	Operating Accounts	114,662				(114,662)	Carryover purchase orders form FY24/25
105 KFON						955,700	-	-	-	(955,700)	
	10510401	CA	Media Support Services	8329	Other Construction	955,700				(955,700)	Increase appropriations for FXN Studio Project File #25-0480, CC Approved 9/9/25
106 Self-Insurance						241,467	-	-	-	(241,467)	
	10615200	HR	Risk Liability	8110	Legal Services	200,000				(200,000)	Increase appropriations for Building & Safety Code Compliance legal services
	10615200	HR	Risk Liability	8130	Other Professional Svcs	41,467				(41,467)	Carryover purchase orders form FY24/25
110 GF Operating Projects						(1,162,901)	100	(1,138,190)	-	24,811	
	04020003-110-A	PD	2020 COPS Grant - Officer #1	6900	Operating Transfers In			(239,410)		(239,410)	}
	04020003-110-A	PD	2020 COPS Grant - Officer #1	Various	Personnel Accounts	(239,410)				239,410	}
	04020004-110-A	PD	2020 COPS Grant - Officer #2	6900	Operating Transfers In			(235,720)		(235,720)	}
	04020004-110-A	PD	2020 COPS Grant - Officer #2	Various	Personnel Accounts	(235,720)				235,720	}
	04020005-110-A	PD	2020 COPS Grant - Officer #3	6900	Operating Transfers In			(226,340)		(226,340)	} 2020 COPS Grant completed, Xfer personnel appropriations to GF #101
	04020005-110-A	PD	2020 COPS Grant - Officer #3	Various	Personnel Accounts	(226,340)				226,340	}
	04020006-110-A	PD	2020 COPS Grant - Officer #4	6900	Operating Transfers In			(247,060)		(247,060)	}
	04020006-110-A	PD	2020 COPS Grant - Officer #4	Various	Personnel Accounts	(247,060)				247,060	}
	04020007-110-A	PD	2020 COPS Grant - Officer #5	6900	Operating Transfers In			(250,370)		(250,370)	}
	04020007-110-A	PD	2020 COPS Grant - Officer #5	Various	Personnel Accounts	(218,370)				218,370	}
	04020003-110-A	PD	2020 COPS Grant - Officer #1	Various	Personnel Accounts	(7,093)				7,093	}
	04020004-110-A	PD	2020 COPS Grant - Officer #2	Various	Personnel Accounts	(11,888)				11,888	}
	04020005-110-A	PD	2020 COPS Grant - Officer #3	Various	Personnel Accounts	(5,454)				5,454	} Decrease FY24-25 personnel appropriations for 2020 COPS grant
	04020006-110-A	PD	2020 COPS Grant - Officer #4	Various	Personnel Accounts	(13,333)				13,333	}
	04020007-110-A	PD	2020 COPS Grant - Officer #5	Various	Personnel Accounts	(6,969)				6,969	}
	04032033-110-A	PD	Bike Patrol-CDBG Public Safety	6900	Operating Transfers In			60,710		60,710	Correct Xfer to Fund #110 for Bike Patrol-CDBG
	04032033-110-A	PD	Bike Patrol-CDBG Public Safety	Various	Personnel Accounts	(16,164)				16,164	Decrease FY24-25 personnel appropriations for Bike Patrol-CDBG
	04032033-110-A	PD	Bike Patrol-CDBG Public Safety	Various	Personnel Accounts	64,800				(64,800)	FY25/26 POA Contract Update
	40200007-110-A	PD	Metal Recycling Program	6450	Miscellaneous Income		100			100	} Increase revenues and appropriations for metal/gun recycling
	40200007-110-A	PD	Metal Recycling Program	8013	Equip (Non-Comp) <$5000	100				(100)	}
115 Lease-Fire						-	-	-	5,700,000	(5,700,000)	
	11528100	FN	Lease-Fire	8790	Operating Transfer Out				5,700,000	(5,700,000)	Xfer to Fund #601 for various downtown projects

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
223 Federal Asset Seizure						2,158,034	-	-	-	(2,158,034)	
	22340199	PD	PD Admin Project	8130	Other Professional Svcs	200,000				(200,000)	Increase appropriations for CAD/RMS consultant File #25-0611, CC Approved 10/28/25
	22340233	PD	Air Support	8018	Conference & Meetings	20,000				(20,000)	Increase appropriations for air support training
	22340233	PD	Air Support	8317	Maintenance Equipment	872,830				(872,830)	Increase appropriations for Airship Replacement Engine File #25-0478, CC approved 9/9/25
	22340373	PD	Federal Seizures	8010	Departmental Expense	50,000				(50,000)	Increase appropriations for Police promotional products
	22340373	PD	Federal Seizures	Various	Operating Objects	490,000				(490,000)	C/O Helicopter mapping system funds File #21-3153, CC Approved 7/23/24
	22340373	PD	Federal Seizures	8319	Vehicles	516,562				(516,562)	Increase appropriations for armored vehicle File #25-0482, CC Approved 9/9/25
	22340373	PD	Federal Seizures	8019	Communications	8,642				(8,642)	Carryover purchase orders form FY24/25
224 State Asset Seizure						5,000	-	-	-	(5,000)	
	22440372	PD	Asset Seizure	8010	Departmental Expense	5,000				(5,000)	Carryover purchase orders form FY24/25
225 PD Traffic Safety						83,058	-	-	-	(83,058)	
	Various	PD	Various	Various	C Other Professional Svcs	83,058				(83,058)	Carryover purchase orders form FY24/25
241 Air Quality Mgmt Dist						20,000	-	-	-	(20,000)	
	24115002	HR	Rideshare	8010	Departmental Expense	20,000				(20,000)	Increase appropriations for Rideshare program omitted from the adopted budget
246 Measure I 2010-2040 Local						(310,088)	-	-	-	310,088	
	37600019-246-A	PW&E	Six (6) Downtown Signals	8329	Other Construction	100,000				(100,000)	Increase appropriations for Downtown traffic signals design (6)
	37600069-246-A	PW&E	Citywide Bus Pads TDA	8329	Other Construction	40,000				(40,000)	Increase appropriations for citywide bus pads construction
	37603355-246-A	PW&E	Citrus/Ceres Traffic Signal	Various	Operating Accounts	(51,355)				51,355	Project complete, return remaining funds to FB
	37603367-246-#	PW&E	Alder Middle School S/W	Various	Operating Accounts	(641,990)				641,990	Project complete, return remaining funds to FB
	37603386-246-A	PW&E	Arrow/Cypress TS	Various	Operating Accounts	(282,235)				282,235	Project complete, return remaining funds to FB
	Various	PW&E	Various	Various	Operating Accounts	525,492				(525,492)	Carryover purchase orders form FY24/25
281 Gas Tax (State)						1,908	-	-	-	(1,908)	
	Various	PW&E	Various	8012	Uniform Expense	1,908				(1,908)	Carryover purchase orders form FY24/25
283 Road Maintenance & Rehab						-	-	-	-	-	
	37600014-283-A	PW&E	Pave Rehab (Heritage - E. Lincoln)	8329	Other Construction	208,150				(208,150)	}
	37600014-283-A	PW&E	Pave Rehab (Heritage - E. Lincoln)	8330	Construction Contracts	137,730				(137,730)	} Move appropriations from Pavement Rehab Grid 52 to VoH
	37600016-283-A	PW&E	Pave Rehab (S.ridge Grid 52 SW)	8329	Other Construction	(150,000)				150,000	} East Lincon Loop
	37600016-283-A	PW&E	Pave Rehab (S.ridge Grid 52 SW)	8331	Construction Contingency	(195,880)				195,880	}
	37600088-283-A	PW&E	FY 25/26 Pavement Rehab (RMRA)	Various	Revenue Accounts		511,212			511,212	}
	37600088-283-A	PW&E	FY 25/26 Pavement Rehab (RMRA)	Various	Personnel Accounts	97,920				(97,920)	}
	37600088-283-A	PW&E	FY 25/26 Pavement Rehab (RMRA)	Various	Operating Accounts	727,391				(727,391)	} Defund Pavement Rehab - RMRA and move to FY25/26
	37604130-283-#	PW&E	Pavement Rehabilitation - RMRA	Various	Revenue Accounts		(511,212)			(511,212)	} Pavement Rehab (RMRA) project
	37604130-283-#	PW&E	Pavement Rehabilitation - RMRA	Various	Personnel Accounts	(97,920)				97,920	}
	37604130-283-#	PW&E	Pavement Rehabilitation - RMRA	Various	Operating Accounts	(727,391)				727,391	}
301 Grants						3,215,437	3,209,101	-	18,034	(24,370)	
	30137221	PW&E	Dwnt Furn-Reyes Funding	5367	State Grant		(21,547)			(21,547)	}
	30137221	PW&E	Dwnt Furn-Reyes Funding	8010	Departmental Expense	(21,547)				21,547	} C/O Reyes Grant funding and move appropriations to project
	37600079-301-A	PW&E	Plaza Improvements Project	5367	State Grant		21,547			21,547	} for thermoplastic artwork
	37600079-301-A	PW&E	Plaza Improvements Project	8329	Other Construction	21,547				(21,547)	}
	30100002-301-A	DS	Oil Payment Program	5329	Oil Recycling Revenue		(1)			(1)	} Decrease revenues and appropriations to match grant
	30100003-301-B	DS	SB1383 Local Assistance Grant (OWR)	8010	Departmental Expense	(1)				1	} amounts

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
301 Grants - continued											
	30200024-301-A	DS	Slovene Apts Project	5328	CDBG Grant Reimbursement		1,090,000			1,090,000	} Increase revenues and appropriations for ProHousing Grant
	30200024-301-A	DS	Slovene Apts Project	8119	Construction-Non-Capital	1,090,000				(1,090,000)	} Budget File #21-2970, CC Approved 2/13/24
	30200024-301-A	DS	Slovene Apts Project	8119	Construction-Non-Capital	(600,000)				600,000	} Defund Slovene Aprts project and move appropriations to
	37603333-301-A	PW&E	Foothill: Hemlock-Almeria Arterial	8329	Other Construction	600,000				(600,000)	} reverse FY24/25 transaction
	30200026-301-A	DS	Older Adults Home Mod Program	8130	Other Professional Svcs	(18,034)				18,034	} Increase cost allocation to GF #101 from OAHMP grant
	30200026-301-A	DS	Older Adults Home Mod Program	8790	Operating Transfer Out				18,034	(18,034)	}
	30200028-301-A	DS	Housing & Homeless Incentive Prog	5328	CDBG Grant Reimbursement		851,245			851,245	} Increase revenues and appropriations for HHIP Grant Budget
	30200028-301-A	DS	Housing & Homeless Incentive Prog	8130	Other Professional Svcs	851,245				(851,245)	} File #25-0348, CC Approved 7/22/25
	30200028-301-B	DS	Housing & Homeless Incentive Prog	5328	CDBG Grant Reimbursement		848,755			848,755	} Increase revenues and appropriations for HHIP Grant Budget
	30200028-301-B	DS	Housing & Homeless Incentive Prog	8310	Land	848,755				(848,755)	} File #25-0348, CC Approved 7/22/25
	37600009-301-A	PW&E	9/11 Monument	5367	State Grant		(600,000)			(600,000)	}
	37600009-301-A	PW&E	9/11 Monument	8330	Construction Contracts	(600,000)				600,000	} Move project appropriations from 9/11 Monument to Honor
	37600074-301-A	PW&E	Honor Roll Monument	5367	State Grant		600,000			600,000	} Roll projects
	37600074-301-A	PW&E	Honor Roll Monument	8329	Other Construction	600,000				(600,000)	}
	37600022-301-A	PW&E	Lewis Library Renovation	5367	State Grant		600,000			600,000	}
	37600022-301-A	PW&E	Lewis Library Renovation	8329	Other Construction	600,000				(600,000)	} Move project appropriations from Honor Roll to Library
	37600074-301-D	PW&E	Honor Roll Monument	5367	State Grant		(600,000)			(600,000)	} Renovation projects
	37600074-301-D	PW&E	Honor Roll Monument	8330	Construction Contracts	(600,000)				600,000	}
	37600073-301-A	PW&E	Downtown Renderings	5367	State Grant		(5,000)			(5,000)	}
	37600073-301-A	PW&E	Downtown Renderings	8113	Design/Architect Service	(5,000)				5,000	} Move project appropriations to Plaza Improvements project
	37600079-301-A	PW&E	Plaza Improvements Project	5367	State Grant		5,000			5,000	} for thermoplastic artwork
	37600079-301-A	PW&E	Plaza Improvements Project	8329	Other Construction	5,000				(5,000)	}
	40100004-301-A	PD	ABC Grant - 2025	5325	Police OTS Reimb		(905)			(905)	} Project complete, return remaining funds to FB
	40100004-301-A	PD	ABC Grant - 2025	Various	Operating Accounts	(572)				572	}
	40100005-301-A	PD	ABC Grant 25/26-APP14	5325	Police OTS Reimb		27,080			27,080	} Increase revenues and appropriations for 2026 ABC Grant
	40100005-301-A	PD	ABC Grant 25/26-APP14	Various	Operating Accounts	27,080				(27,080)	} File #25-0465, CC Approved 9/9/25
	40200009-301-A	PD	STEP GRANT 2026-PT26030	5325	Police OTS Reimb		335,000			335,000	} Increase revenues and appropriations for 2026 OTS Grant
	40200009-301-A	PD	STEP GRANT 2026-PT26030	Various	Operating Accounts	335,000				(335,000)	} File #25-0506, CC Approved 10/14/25
	40300012-301-A	PD	2024 HSGP Grant	5349	Homeland Security Grant		57,927			57,927	} Increase revenues and appropriations for 2024 HSGP grant
	40300012-301-A	PD	2024 HSGP Grant	Various	Operating Accounts	57,927				(57,927)	} File #25-0531, CC Approved 10/14/25
	30126210	IT	Downtown Sec Improv	8130	Other Professional Svcs	24,037				(24,037)	Carryover purchase orders form FY24/25
302 ARPA - City						3,638	11,558,408	-	-	11,554,770	
	302###99	Var	Various	5311	Federal Grant Funds		11,558,408			11,558,408	Increase revenue budget to match earned revenue posted by Accounting
	30237000	PW&E	Storm Drain Admin-Eng	8130	Other Professional Svcs	3,638				(3,638)	Carryover purchase orders form FY24/25
322 State COPS AB 3229						146,611	-	-	-	(146,611)	
	32240233	PD	Air Support	8130	Other Professional Svcs	50,000				(50,000)	Increase appropriations for FY25/26 Helisafe Contract
	32240233	PD	Air Support	8130	Other Professional Svcs	96,611				(96,611)	Carryover purchase orders form FY24/25

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
362 CDBG						68,999	63,419	-	-	(5,580)	
	04032033-362-A	PD	Bike Patrol-CDBG Public Safety	5328	CDBG Grant Reimbursement		1,440			1,440	} Adjust Bike Patrol-CDBG Public Safety budget to match
	04032033-362-A	PD	Bike Patrol-CDBG Public Safety	7113	Overtime	7,020				(7,020)	} FY24/25 HUD allocation
	30200002-362-G	DS	CDBG Acq/Rehab/Rental	5328	CDBG Grant Reimbursement		27,906			27,906	} Adjust CDBG Acq/Rehab/Rental budget to match FY24/25
	30200002-362-G	DS	CDBG Acq/Rehab/Rental	8310	Land	27,906				(27,906)	} HUD allocation
	30200003-362-A	DS	CDBG Project TBD	5328	CDBG Grant Reimbursement		18,720			18,720	} Increase revenues and appropriations for CDBG Project TBD
	30200003-362-A	DS	CDBG Project TBD	8329	Other Construction	18,720				(18,720)	} budget based on program income spent
	30200011-362-A	DS	CDBG Housing Admin	5328	CDBG Grant Reimbursement		8,587			8,587	} Adjust CDBG Housing Admin budget to match FY24/25 HUD
	30200011-362-A	DS	CDBG Housing Admin	8130	Other Professional Svcs	8,587				(8,587)	} allocation
	30200012-362-A	DS	Emergency Solutions Grant	5328	CDBG Grant Reimbursement		2,779			2,779	} Adjust Emergency Solutions Grant budget to match FY24/25
	30200012-362-A	DS	Emergency Solutions Grant	8130	Other Professional Svcs	2,779				(2,779)	} HUD allocation
	30200016-362-A	DS	CDBG CSD Program	5328	CDBG Grant Reimbursement		3,987			3,987	} Adjust CDBG CSD Program budget to match FY24/25 HUD
	30200016-362-A	DS	CDBG CSD Program	8028	City Programs	3,987				(3,987)	} allocation
363 HOME						(11,984)	(11,984)	-	-	-	
	30200006-363-A	DS	Home Project TBD	5328	CDBG Grant Reimbursement		(10,786)			(10,786)	} Adjust Home Project TBD budget to match FY24/25 HUD
	30200006-363-A	DS	Home Project TBD	8130	Other Professional Svcs	(10,786)				10,786	} allocation
	30200017-363-A	DS	Home Program	5328	CDBG Grant Reimbursement		(1,198)			(1,198)	} Adjust Home Program budget to match FY24/25 HUD
	30200017-363-A	DS	Home Program	8130	Other Professional Svcs	(1,198)				1,198	} allocation
395 LMD #1 City Wide						45	-	-	-	(45)	
	39537250	PW&E	LMD #1	8012	Uniform Expense	45				(45)	Carryover purchase orders form FY24/25
396 LMD #2 Vlg of Heritage						405,942	18	-	-	(405,924)	
	39637209	PW&E	Landscape Maintenance	6210	Assessment/Special Tax		18			18	Increase revenues to match DTA's reports to County
	Various	PW&E	Various	Various	Operating Accounts	405,942				(405,942)	Carryover purchase orders form FY24/25
398 LMD #3 Hunter's Ridge						49,254	-	-	-	(49,254)	
	Various	PW&E	Various	Various	Operating Accounts	49,254				(49,254)	Carryover purchase orders form FY24/25
399 LLMD #3 Hunter's Ridge						-	(720)	-	-	(720)	
	39937208	PW&E	Street Lights	6210	Assessment/Special Tax		(720)			(720)	Decrease revenues to match DTA's reports to County
401 CFD #1 Southridge Village						262,762	(63,765)	-	-	(326,527)	
	40137209	PW&E	Landscape Maintenance	6210	Assessment/Special Tax		(63,765)			(63,765)	Decrease revenues to match DTA's reports to County
	Various	PW&E	Various	Various	Operating Accounts	262,762				(262,762)	Carryover purchase orders form FY24/25
406 CFD #6 The Landings						1,980	-	-	-	(1,980)	
	40637202	PW&E	Parks	8010	Departmental Expense	1,980				(1,980)	Carryover purchase orders form FY24/25
408 CFD #8 Presley						1,980	98	-	-	(1,882)	
	40837209	PW&E	Landscape Maintenance	6210	Assessment/Special Tax		98			98	Increase revenues to match DTA's reports to County
	40837202	PW&E	Parks	8010	Departmental Expense	1,980				(1,980)	Carryover purchase orders form FY24/25
412 CFD #12 Sierra Lakes						19,350	-	-	-	(19,350)	
	Various	PW&E	Various	Various	Operating Accounts	19,350				(19,350)	Carryover purchase orders form FY24/25
435 CFD #35M						142,807	-	-	-	(142,807)	
	Various	PW&E	Various	Various	Operating Accounts	142,807				(142,807)	Carryover purchase orders form FY24/25
469 CFD #69M						77,076	-	-	-	(77,076)	
	46937202	PW&E	Parks	8130	Other Professional Svcs	77,076				(77,076)	Carryover purchase orders form FY24/25

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
513 CFD #113						-	(160,080)	-	-	(160,080)	
	51337209	PW&E	CFD #512 The Gardens	6210	Assessment/Special Tax		(160,080)			(160,080)	Decrease revenues to match DTA's reports to County
580 General Debt Service						24,969,880	24,969,880	-	-	-	
	58028200	FN	General Debt Service	6810	Bond Proceeds		24,969,880			24,969,880	Record bond refunding for 2014 LRB with 2025 LRB
	58028200	FN	General Debt Service	8410	Principal	24,969,880				(24,969,880)	proceeds
601 Capital Reinvestment						146,773,380	120,000,000	18,700,000	-	(8,073,380)	
	37000001-601-A	PW&E	Lease Revenue Bond Series 2025A	6810	Bond Proceeds		22,150,000			22,150,000	Increase revenues and appropriations for bond proceeds
	37000001-601-A	PW&E	Lease Revenue Bond Series 2025A	8130	Other Professional Svcs	22,150,000				(22,150,000)	
	37200011-601-A	PW&E	Seville Park Bicycle Pump Track	6810	Bond Proceeds		850,000			850,000	Increase appropriations for bicycle pump track at Seville Park
	37200011-601-A	PW&E	Seville Park Bicycle Pump Track	8130	Other Professional Svcs	850,000				(850,000)	using bond proceeds
	37600012-601-A	PW&E	City Hall Renovation Phase 2	6810	Bond Proceeds		70,000,000			70,000,000	Increase revenues and appropriations for City Hall
	37600012-601-A	PW&E	City Hall Renovation Phase 2	8329	Other Construction	70,000,000				(70,000,000)	Renovation Phase II bond proceeds and construction
	37600067-601-A	PW&E	Downtown West Parking Structure	6810	Bond Proceeds		27,000,000			27,000,000	Increase appropriations for Downtown West Parking
	37600067-601-A	PW&E	Downtown West Parking Structure	Various	Operating Accounts	16,000,000				(16,000,000)	Structure in Fund #601 to be funded by bond proceeds, and
	37600067-601-A	PW&E	Downtown West Parking Structure	Various	Personnel Accounts	41,208				(41,208)	appropriate Fund #632 amount to be funded by bond
	37600067-601-A	PW&E	Downtown West Parking Structure	Various	Operating Accounts	10,958,792				(10,958,792)	proceeds
	60130000	DS	Special Projects	6900	Operating Transfers In			5,700,000		5,700,000	Xfer from Fund #115 for various downtown projects
	60130000	DS	Special Projects	6900	Operating Transfers In			13,000,000		13,000,000	Xfer from Fund #603 for various projects
	60110500	CA	Econ Development Project	8130	Other Professional Svcs	(30,045)				30,045	C/O unused FY24/25 org funding to be spent in FY25/26
	60130106	DS	Economic Development	8130	Other Professional Svcs	61,980				(61,980)	
	60130106	DS	Economic Development	8130	Other Professional Svcs	9,000				(9,000)	Increase appropriations for Art In The Park paint projects
	37600067-601-A	PW&E	Downtown West Parking Structure	Various	Operating Accounts	(15,500,000)				15,500,000	Increase appropriations for Aldea Apartments purchase by defunding Parking Structure West, to be funded by bond sale
	30200023-601-A	DS	Aldea Legacy Apts	8310	Land	15,500,000				(15,500,000)	File #25-0503, CC Approved 9/9/25
	37600035-601-A	PW&E	Downtown Parking Structure	8329	Other Construction	(100,000)				100,000	Defund Downtown East Parking Structure and move
	37300002-601-A	PW&E	Center Stage Theater Renovation	8329	Other Construction	100,000				(100,000)	appropriations for Stage Red equipment/improvements
	37600061-601-A	PW&E	Southridge Pavement Rehab (Grid 53)	Various	Operating Accounts	(123,395)				123,395	Project complete, return remaining funds to FB
	37600063-601-A	PW&E	Courtplace	8329	Other Construction	2,800,000				(2,800,000)	Increase appropriations for Courtplace construction
	37600080-601-A	PW&E	8572 Sierra - Warm Shell Impr.	8329	Other Construction	1,200,000				(1,200,000)	Increase appropriations for 8572 Sierra restaurant warm shell File #25-0538, CC approved 9/23/25
	37600081-601-A	PW&E	8470 Nuevo - Warm Shell Impr.	8329	Other Construction	500,000				(500,000)	Increase appropriations for 8470 Nuevo restaurant warm shell
	37600084-601-A	PW&E	Regional Navigation Center	8329	Other Construction	7,525,500				(7,525,500)	Increase appropriations for Navigation Center construction and design
	37600085-601-A	PW&E	Metrolink Renovation	8113	Design/Architect Service	400,000				(400,000)	Increase appropriations for Metrolink PD substation design
	30000001-601-A	DS	Transitional Housing Purchase/Renov	Various	Operating Accounts	11,400,000				(11,400,000)	Increase appropriations for Transitional Housing purchase, escrow, and renovation 16390 Foothill
	37300012-601-A	PW&E	Public Works Storage - Building 2	8130	Other Professional Svcs	3,000,000				(3,000,000)	Increase appropriations for Public Works Storage Purchase 16565 Orange Way
	60110500	CA	Econ Development Project	Various	Operating Accounts	30,332				(30,332)	Carryover purchase orders form FY24/25
	60137212	PW&E	Parks & Landscape Special Proj	8119	Construction-Non-Capital	8				(8)	Carryover purchase orders form FY24/25

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
602 Capital Improvement						6,442,989	63,332	-	-	(6,379,657)	
	60230000	DS	Special Projects	Various	Operating Accounts	1,319,705				(1,319,705)	C/O unused FY24/25 org funding to be spent in FY25/26
	60230000	DS	Special Projects	8310	Land	4,949,455				(4,949,455)	C/O Land purchase and demo appropriations (FY24/25 Q2) File #21-3126/27, 21-3509, CC approved 7/9/24, 2/25/25
	37604130-602-F	PW&E	Pavement Rehabilitation - RMRA	5317	County - Special Proj		63,332			63,332	Increase revenues for SB County contribution received
	60230000	DS	Special Projects	8130	Other Professional Svcs	173,829				(173,829)	Carryover purchase orders form FY24/25
603 Future Capital Projects						-	-	-	13,000,000	(13,000,000)	
	60328100	FN	Project Advances Admin	8790	Operating Transfer Out				13,000,000	(13,000,000)	Xfer to Fund #601 for various projects
604 Capital Project -TUT						271,045	-	-	-	(271,045)	
	60437000	PW&E	PW Admin - TUT	8130	Other Professional Svcs	(200,000)				200,000	} Move appropriations for Aldea gap funding
	30200023-604-A	DS	Aldea Legacy Apts	8130	Other Professional Svcs	200,000				(200,000)	}
	30200023-604-A	DS	Aldea Legacy Apts	8310	Land	7,700,000				(7,700,000)	} Defund Pavement Rehab and increase appropriations for
	37600090-604-#	PW&E	FY 25/26 Pavement Rehabilitation Pr	Various	Personnel Accounts	(7,700,000)				7,700,000	} Aldea Apartments File #25-0503, CC Approved 9/9/25
	60437200	PW&E	Parks & Landscape - TUT	8130	Other Professional Svcs	143,000				(143,000)	Increase appropriations for replastering VoH pools
	60437200	PW&E	Parks & Landscape - TUT	8130	Other Professional Svcs	22,250				(22,250)	Increase appropriations for Jesse Turner fountain repair
	60437000	PW&E	PW Admin - TUT	8130	Other Professional Svcs	(383,000)				383,000	}
	37300007-604-A	PW&E	Public Works HVAC Replacement	8130	Other Professional Svcs	150,000				(150,000)	} Move appropriations for various replacements: PW HVAC,
	37300008-604-A	PW&E	Heritage Center Flooring Replacemen	8130	Other Professional Svcs	133,000				(133,000)	} Heritage CC flooring, Fontana Aquatic Center HVAC
	37300009-604-A	PW&E	FP Aquatic Ctr HVAC Replacement	8130	Other Professional Svcs	100,000				(100,000)	}
	60437000	PW&E	PW Admin - TUT	8130	Other Professional Svcs	(500,000)				500,000	} Move appropriations for ADA ramps reconstruction
	37600087-604-A	PW&E	ADA Ramps Reconstruction	Various	Operating Accounts	500,000				(500,000)	}
	60440492	PD	PD Dispatch - TUT	8317	Maintenance Equipment	105,795				(105,795)	Increase appropriations for Motorola 800mhz Dispatch radios File #25-0610, CC Approved 10/28/25
622 Storm Drain						2,980	-	-	-	(2,980)	
	62237000	PW&E	Storm Drain Admin-Eng	8130	Other Professional Svcs	2,980				(2,980)	Carryover purchase orders form FY24/25
632 General Government						500,000	-	-	-	(500,000)	
	37300012-632-A	PW&E	Public Works Storage - Building 2	8329	Other Construction	500,000				(500,000)	Increase appropriations for Public Works Storage Purchase 16565 Orange Way
	37600067-632-A	PW&E	Downtown West Parking Structure	Various	Personnel Accounts	(41,208)				41,208	} Defund Downtown West Parking structure Fund #632 portion
	37600067-632-A	PW&E	Downtown West Parking Structure	Various	Operating Accounts	(10,958,792)				10,958,792	} for Public Works Storage Purchase 16641 & 16643 Orange
	37300011-632-A	PW&E	Public Works Storage - Building 1	8310	Land	11,000,000				(11,000,000)	} Way
635 Parks Development						11,639	-	-	-	(11,639)	
	63537211	PW&E	Parks Development	8130	Other Professional Svcs	11,639				(11,639)	Carryover purchase orders form FY24/25
667 CFD #89 (Belrose)						-	-	74	-	74	
	66737000	PW&E	CFD #89 (Belrose)	6900	Operating Transfers In			74		74	Xfer from GF #101 to correct FB overage
673 CFD #100 Victoria						1,508,654	-	-	-	(1,508,654)	
	67337000	PW&E	CFD #100 Victoria	8330	Construction Contracts	1,508,654				(1,508,654)	Increase appropriations for developer reimbursement
677 CFD #112 The Gardens Phase One						13,684,780	-	-	-	(13,684,780)	
	67737000	PW&E	CFD #112 The Gardens Phase I	Various	Operating Accounts	13,684,780				(13,684,780)	Increase appropriations for developer reimbursement

Other Funds - Recommended Adjustments

Fiscal Year 2025/2026

Fund	Organization Project #	Dept	Organization/Project Description	Object	Object Description	Appropriations	Revenues	Transfers In	Transfers Out	FB Impact	Reason
701 Sewer Maint & Operations						1,155,791	-	-	-	(1,155,791)	
	70130101	DS	DS Adm-Technology	8316	Computer Software >$5000	16,000				(16,000)	Increase appropriations for AquaTwin software
	70130112	DS	DS Adm-PT & Sewer Program	8115	Consultant Services	500,000				(500,000)	Increase appropriations for sewer rate study
	70137114	PW&E	Sewer Maintenance	8112	Engineering Services	30,000				(30,000)	Increase appropriations for Alder Ave sewer feasibility study
	70130112	DS	DS Adm-PT & Sewer Program	8130	Other Professional Svcs	518,753				(518,753)	Carryover purchase orders form FY24/25
	Various	PW&E	Various	8130	Other Professional Svcs	91,038				(91,038)	Carryover purchase orders form FY24/25
702 Sewer Capital Projects						1,032,926	-	-	-	(1,032,926)	
	37600043-702-A	PW&E	Alder Ave Sewer Main	Various	Operating Accounts	1,000,000				(1,000,000)	Increase appropriations for Alder Ave Sewer Main Project
	70237000	PW&E	Eng Sewer Improvement Ad	8130	Other Professional Svcs	32,926				(32,926)	Carryover purchase orders form FY24/25
703 Sewer Replacement						80,070	-	-	-	(80,070)	
	70330112	DS	DS Adm-Flow Monitoring	8130	Other Professional Svcs	69,045				(69,045)	Carryover purchase orders form FY24/25
	70337117	PW&E	Sewer Line Replacement	Various	Operating Accounts	11,025				(11,025)	Carryover purchase orders form FY24/25
720 Stage Red						651,874	-	-	-	(651,874)	
	72030100	DS	Stage Red Admin	8130	Other Professional Svcs	88,000				(88,000)	C/O SB County Stage Red Local Arts Events Contribution File #25-0126, CC approved 3/25/25
	72030104	DS	Stage Red	8130	Other Professional Svcs	563,874				(563,874)	C/O Stage Red operations (FY24/25)
751 Fleet Operations						3,741,381	-	-	-	(3,741,381)	
	Various	PW&E	Fleet Maintenance	Various	Operating Accounts	3,741,381				(3,741,381)	Carryover purchase orders form FY24/25

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STANDARD TASK ORDER FORM

Consultant: NV5, Inc. **Date:** 07/01/2025 **Proposal Bid No.:** DE-24-195-SQ	**Task Order #:** 2 **Contract No.:** DE-24-195-SQ **Budget No.:** 12537401.8130 10137404.8130 **Task / Project Name:** Plan Checking Services, Map Checking Services, WQMP Review

Description of Services:

To provide On-Call Plan Checking Services, Map Checking Services, WQMP Review for Fiscal Year 2025-2026.

Estimated Start Date: 07/01/2025

Estimated End Date 06/30/2026

Dollar Amount of Task Order: Not to exceed $ 99,000.00

Scope of Work, Deliverables, Project Milestones, Schedule of Services: See Exhibit(s)

Note: Consultant will be required to commence work within five days of receiving a fully executed Task Order.

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The Consultant is hereby authorized to perform the following task order subject to the provisions of the Contract identified in the Professional Agreement Contract Number: DE-24-195-SQ

CITY OF FONTANA

NV5, Inc.

By: Matthew C. Ballantyne
City Manager
(Required if Over $50,000)

By: DAVID NIKNAFS

Attest: [1]

By: Phillip Burum
Deputy City Manager

By:

DH By: Gia Kim
Department of Engineering

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Finance

Sid Lambert
Purchasing Office

[1] Attestation of Consultant's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Consultant's business entity.