

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Ord. No.1997 Reso. No. 2026-080

Tuesday, August 11, 2026

2:00 PM

**Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335**

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

The City provides automated live translation services during City Council meetings. To request additional language assistance, please contact the City Clerk's Office at (909) 350-7602.

La Ciudad ofrece servicios automatizados de traducción en vivo durante las reuniones del Concejo Municipal. Para solicitar asistencia adicional en otros idiomas, comuníquese con la Oficina, "City Clerk" al (909) 350-7602.

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

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. 12:30 P.M. CLOSED SESSION**

- A. 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)** [26-1161](#)
Case: Strnad, David v. Millan; City of Fontana/ Case No:

CIVSB2317954/ Claim No: 3029157

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

Case: Valdez, Isabel vs. City of Fontana Case Number: 5:24-cv-2631 Federal Court

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

Case: Ariel Sanchez vs City of Fontana Case Number:USDC Case No.: 5:24-cv-00904-DMG(MBKx)

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

Case: Flora v. San Bernardino County & City of Fontana Case Number: CIVSB2521119

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

Case: Ceron de Sanchez, Marcela vs. City of Fontana Case Number: CIVSB2428150 SBCJC

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

Case: Gonzalez, Juan vs. City of Fontana Case Number: Case Number: CIVSB2111692 SBCJC

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 Fontana Police Department's June 2026 Employees of the Month. [26-1176](#)**

- B. Mayor Warren and City Council to proclaim August as [26-1173](#)**

Sickle Cell Trait Prevention Month (Sickle Cell Trait Prevention Founder and Executive Director, Farron Dozier, to accept).

PUBLIC COMMUNICATIONS:

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

A. Public Communications

CONSENT CALENDAR:

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

Approve Consent Calendar Items as recommended by staff.

A. Approval of Minutes [26-1165](#)

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

Attachments: [Attachment No. 1- City Council Meeting Minutes 07-14-2026.pdf](#)

B. Adoption of Ordinance No. 1994 (Second Reading), [26-1162](#) approving pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, Specific Plan Amendment No. 23-000002, an amendment to the Arboretum Specific Plan to modify permitted land uses and to reconfigure planning areas and park sites; and that the reading of the title constitutes the first reading thereof.

Conduct a second reading by title only and adopt, **Ordinance No. 1994**, approving pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, Specific Plan Amendment No. 23-000002, an amendment to the Arboretum Specific Plan to modify permitted land uses and to reconfigure planning areas and park sites; and that the reading of the title constitutes the first reading thereof.

Attachments: [Attachment No. 1- Ord 1994.docx](#)
[Attachment No. 2- Exhibit A.pdf](#)

- C. **Adoption of Ordinance No. 1995 (Second Reading),** [26-1163](#)
approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, a third amendment to the Arboretum Specific Plan Development Agreement; and that the reading of the title constitutes the first reading thereof.

Conduct a second reading by title only and adopt, **Ordinance No. 1995**, approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, a third amendment to the Arboretum Specific Plan Development Agreement; and that the reading of the title constitutes the first reading thereof.

Attachments: [Attachment No. 1-Ord 1995.docx](#)

- D. **Adoption of Ordinance No. 1996 (Second Reading),** [26-1164](#)
approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Specific Plan Amendment No. 26-0001 to add gas station and drive through uses as conditionally permitted uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan; and that the reading of the title constitutes the first reading thereof.

Conduct a second reading by title only and adopt, **Ordinance No. 1996**, approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Specific Plan Amendment No. 26-0001 to add gas station and drive through uses as conditionally permitted uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan; and that the reading of the title constitutes the first reading thereof.

Attachments: [Attachment No. 1- Ord 1996.docx](#)

- E. **Approve the purchase order of Lakeshore Learning to** [26-1166](#)
support materials/supplies for the Fontana Expanded Learning Program's school sites.

1. Authorize to procure Teaching Aids: Instructional and Classroom Supplies utilizing the Purchasing Policy and Procedure Manual Section 3.1.5 Non-Competitive Proposal - Purchased by Another Agency.
2. Authorize Purchasing Division to procure and use the Education Services Center, Region 2 Agency Contract 26-27 E000 to purchase the Instructional and Classroom Supplies.
3. Authorize the purchase order to Lakeshore Learning for FY 2026/2027 in the amount of \$200,000 to support materials/supplies for the

Fontana Expanded Learning Program's school sites.

Attachments: [Attachment No. 1- Lakeshore Quote 26-27.pdf](#)
[Attachment No. 2- Supplier Award Document \(Lakeshore Learning Materials LLC\).pdf](#)

F. Acceptance of Homeless Housing, Assistance and Prevention (HHAP) Round-5 Funding. [26-1167](#)

1. Accept the San Bernardino County Continuum of Care's Homeless Housing, Assistance, and Prevention Round 5 (HHAP-5) funding in the amount of \$500,000;
2. Authorize the City Manager, or designee, to enter into and transmit all necessary agreements, amendments, reporting and documentation to ensure the City's timely submittal and execution of the Homeless Housing, Assistance, and Prevention Round 5 (HHAP-5) funding.

Attachments: [Attachment No. 1- OHS Notice of Award.pdf](#)
[Attachment No. 2- Contract Template.pdf](#)

G. Termination of Solar Power Purchase Agreement with Fontana Solar Project 2019, LLC for Assessor Parcel Number 0192-031-23 [26-0973](#)

1. Terminate the solar Power Purchase Agreement (PPA) with Fontana Solar Project 2019, LLC for Assessor Parcel Number 0192-031-23.
2. Authorize the City Manager to enter into all documents to satisfy the termination on behalf of the City of Fontana.
3. Remit a termination payment in the amount of \$490,019.00 to Fontana Solar Project 2019, LLC.

Attachments: [Attachment No. 1- Location Map of Equipment.pdf](#)
[Attachment No. 2- Fontana Termination and Release Agreement \(City Hall\).pdf](#)
[Attachment No. 3- GE Power Purchase Agreement Form - City of Fontana - City Hall & DSO.PDF](#)

H. Final Acceptance for the Construction of the First Responders Memorial Monument Project (DE-25-76-SB) [26-1119](#)

Accept as complete the work performed by Jergensen Construction, Inc. for the construction of the First Responders Memorial Monument Project (No. 37600009).

Attachments: [Attachment No. 1- VicinityMap](#)

I. Award a Task Order for Geotechnical Engineering Services for the West End Regional Navigation Center Project [26-1152](#)

(Request for Proposals DE-24-195-SQ-17)

1. Award and authorize the City Manager to enter into a Task Order in the amount of \$218,348.00 with Geocon West, Inc. for the Regional Navigation Center Tenant Improvements Project (Request for Proposals DE-24-195-SQ-17).
2. Approve and authorize the City Manager to enter into any future amendments to the Task Order with a not-to-exceed amount of \$50,000.00.

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

[Attachment No. 2- Task Order Exhibits - Geotech, RNC.pdf](#)

J. Award a Construction Contract for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project (DE-26-220-SB) **[26-1157](#)**

1. Award bid and authorize the City Manager to enter into a construction contract with CT&T Concrete Paving Inc. for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project in the amount of \$11,000,774.00 and authorize a 10% contingency in the amount of \$1,100,077.40 (DE-26-220-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project (DE-26-220-SB).

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

[Attachment No. 2- Bid Results](#)

[Attachment No. 3- CT&T Bid Detail](#)

K. Police Department Monthly Information Update **[26-1179](#)**

Accept the Police Department monthly information update for June 2026.

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

L. Resolution of the City Council of the City of Fontana, California, Approving an Amendment to the Naming Rights Agreement and Approving the Addition of a Merchandising Addendum Between the City of Fontana and Red Head Inc. **[26-1180](#)**

Staff recommends that the City Council adopt **Resolution No. 2026-080**, approving an amendment to the Naming Rights Agreement between the City of Fontana and Red Head Inc., approving the addition of a Merchandising Addendum to the Naming Rights Agreement, and authorizing the City Manager, or designee, to enter into the amended agreement, addendum,

and any related documents necessary to implement the agreements.

Attachments: [Attachment No. 1- CC Resolution- SR Naming Rights Agreement and Merchandising Addendum-c1.docx](#)
[Attachment No. 2- Amendment to Stage Red Naming Rights Agreement-c1.docx](#)
[Attachment No. 3- Fontana Merchandise Addendum to Stage Red Naming Rights Agreement-c1.docx](#)

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular City Council Meeting on September 8, 2026 at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1161

Agenda #: A.

Agenda Date: 8/11/2026

Category: Closed Session

Closed Session

Tuesday, August 11, 2026

12:30 P.M.

Steelworkers' Auditorium



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1176

Agenda #: A.

Agenda Date: 8/11/2026

Category: Ceremonial Items

Ceremonial Items

Tuesday, August 11, 2026

2:00 P.M.

Steelworkers' Auditorium



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1173

Agenda #: B.

Agenda Date: 8/11/2026

Category: Ceremonial Items

Ceremonial Items

Tuesday, August 11, 2026

Steelworkers' Auditorium



City Council

Acquanetta Warren, Mayor

Peter A. Garcia, Mayor Pro Tem

John B. Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran, Council Member



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1165

Agenda #: A.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

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

COUNCIL GOALS:

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

DISCUSSION:

The City Council will consider approval of the minutes of July 14, 2026, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8437 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, July 14, 2026

2:00 PM

**Steelworkers' Auditorium
8437 Sierra Avenue
Fontana, Ca. 92335**

City Council Meeting

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

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Steelworkers' Auditorium, 8437 Sierra Avenue, Fontana, CA 92335, on Tuesday, July 14, 2026.

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

ROLL CALL:

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

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

ABSENT: Council Member Sandoval

INVOCATION/PLEDGE OF ALLEGIANCE:

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

CEREMONIAL/ SPECIAL PRESENTATIONS:

A. Presentation of Miss Fontana Court

26-1122

Council Member Cothran introduced the 2026 Miss Fontana Pageant Court, who were recognized by Mayor Warren and the City Council for their accomplishments.

B. Mayor Warren and City Council to proclaim August 4, 2026, as National Night Out (Police Chief Michael Dorsey to accept).

26-1136

Mayor Warren and City Council proclaimed August 4, 2026, as National Night Out. Police Chief Michael Dorsey accepted and invited the community to attend National Night Out.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Frank Trainor expressed concerns about the ongoing use of illegal fireworks, citing public safety risks and property impacts, and urged the City to take stronger enforcement measures.

George Sabbagh thanked the City for recent accessibility improvements at Cherry Avenue and Vital Path and expressed appreciation for the services provided by the Fontana Pathways Clubhouse.

Asher urged the City not to support U.S. Immigration and Customs Enforcement (ICE) or Department of Homeland Security (DHS) activities in Fontana and advocated for a more humanitarian approach to immigration and a pathway to citizenship.

Grace requested expressed concerns regarding several Consent Calendar items, including interfund loans, funding for the navigation center, and AI-related police services.

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

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

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

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

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

Michael Li introduced himself as a Fontana resident and local business owner, expressed an interest in learning more about local government and public safety, and stated his intention to become more involved in the community.

Hailee Hightower reflected on events that occurred one year earlier and expressed frustration with the handling of the matter.

Police Chief Michael Dorsey stated that the Fontana Police Department does not have any involvement or relationship with federal immigration enforcement activities and is compliant with Senate Bill 54. He noted that federal immigration enforcement may occur within the City without prior notification to the Department, and the Department does not provide support or assistance for those operations.

City Manager Matt Ballantyne clarified that the Parks, Community, and Human Services Commission meets quarterly and serves in an advisory capacity to the City Council. The Commission does not take formal action independently but may provide recommendations for City Council consideration. Meetings are canceled if there are no agenda items to discuss.

CONSENT CALENDAR:

Prior to the motion, Mayor Warren requested that Items E, F, U, and AC, which were referenced during Public Communications, be pulled for staff presentation and discussion.

Item E

Deputy City Manager Phil Burum provided the staff report.

Item F

Deputy City Manager Burum provided the staff report.

Item U

Police Chief Dorsey provided the staff report.

Item AC

Deputy City Manager Burum provided the staff report.

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

- A. Approval of Minutes 26-1117**
Approve the minutes of June 23, 2026, Regular City Council Meeting.
- B. Adoption of Ordinance No. 1993 (Second Reading), authorizing adoption of new or increased sewer services fees by Resolution, and taking certain other actions relating thereto. 26-1112**
Conduct a second reading by title only and adopt, **Ordinance No. 1993**, authorizing adoption of new or increased sewer services fees by Resolution, and taking certain other actions relating thereto.
- C. Final Acceptance of the Bus Pad (Transit Stop Improvements) TDA 2023 Project (DE-25-182-CC) 26-1070**
Accept as complete the work performed by Gentry General Engineering, Inc. for the construction of the Bus Pad (Transit Stop Improvements) TDA 2023 Project (DE-25-182-CC).
- D. Purchase and Sale Agreement between the City of Fontana and San Bernardino County Transportation Authority for the Acquisition of a Portion of Assessor’s Parcel Number 26-1094**

0191-291-19-0000

1. Approve a Purchase and Sale Agreement and Joint Escrow Instructions between the City of Fontana and San Bernardino County Transportation Authority for the acquisition of approximately 6,194 square feet of real property identified as a portion of Assessor's Parcel Number 0191-291-19-0000, for a purchase price of \$111,000, plus escrow costs and related acquisition fees.
2. Authorize the City Manager to enter into the Purchase and Sale Agreement and/or any other documents necessary or appropriate to facilitate said purchase on behalf of the City of Fontana.

E. Authorize Operating funding to the Stage Red Enterprise Fund 26-1102

1. Approve funding for operating expenses to ASM Global in an amount not to exceed \$1,685,413.
2. Amend the Memorandum of Understanding (MOU) for the inter-city loan between the City of Fontana General Fund, Capital Reinvestment (Fund 601), and the Stage Red Enterprise Fund, increasing the loan by \$1,685,413 from \$2,064,587 to \$3,750,000.

F. Award a Construction Contract for the West End Regional Navigation Center Project (Bid No. DE-26-222-SB) 26-1103

1. Approve and authorize the City Manager to award and enter into a construction contract not to exceed \$14,620,100 that includes a 10% contingency with the lowest responsible/responsive bidder for the construction of the West End Regional Navigation Center Project (Bid No. DE-26-222-SB).
2. Appropriate \$4,200,000.00 from fund 604 (Transitional Use Tax) to Project No. 37600084, West End Regional Navigation Center Project.

G. Approve Amendment No. 1 to the Main Extension Contract with San Gabriel Valley Water Company 26-1104

1. Approve and authorize the City Manager to enter into Amendment No. 1 to the Main Extension Contract with San Gabriel Valley Water Company in the amount of \$195,000.00.
2. Approve and authorize the City Manager to enter into future Amendments to the Main Extension Contract with San Gabriel Valley Water Company not to exceed \$100,000.00.

H. Approve Amendment No. 4 to Task Order No. 4 for Design Services with KOA, a Lochner Company, for the Sierra Avenue at Riverside Avenue Traffic Signal Project (SQ-87-DE-19) 26-1105

1. Approve and authorize the City Manager to enter into Amendment No. 4 to Task Order No. 4 with KOA, a Lochner Company, for the Sierra Avenue

at Riverside Avenue Traffic Signal Project in the amount of \$145,570.00, for a total task order amount of \$293,470.00.

2. Authorize the City Manager to enter into any future amendments to the Task Order not exceeding \$100,000.00.

I. Award a Task Order for Geotechnical Observation, Materials Testing, and Special Inspection Services for Fire Station No. 80 - Training Center Project (Bid No. DE-24-195-SQ-16) 26-1106

1. Approve and authorize the City Manager to enter into the Task Order with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc. for Geotechnical Observation, Materials Testing, and Special Inspection services for the Fire Station No. 80 - Training Center Project (Bid No. DE-24-195-SQ-16) in the amount of \$395,605.00.
2. Approve and authorize the City Manager to enter into future amendments to the Task Order for Geotechnical Observation, Materials Testing, and Special Inspection services for Fire Station No. 80 - Training Center Project not to exceed \$100,000.00.

J. Approve and Authorize the City Manager to enter into a Maintenance Agreement to Establish Maintenance Obligations and Certain Rights Incidental to the Public Right-of-Way with HDO4, LLC 26-1107

Approve and authorize the City Manager to enter into a Landscape Maintenance Agreement to establish maintenance obligations and certain rights incidental to the public right-of-way along John Previti Avenue and Citrus Avenue.

K. Approve the purchase order to Oriental Trading Company to support materials/supplies for the Fontana Expanded Learning Program's school sites. 26-1108

1. Authorize to procure Teaching Aids: Instructional and Classroom Supplies utilizing the Purchasing Policy and Procedure Manual Section 3.1.5 Non-Competitive Proposal - Purchased by Another Agency.
2. Authorize Purchasing Division to procure and use the Education Services Center, Region 2 Agency Contract 26-27 E000 to purchase the Instructional and Classroom Supplies.
3. Authorize the purchase order to Oriental Trading Company for FY 2026/2027 in the amount of \$200,000 to support materials/supplies for the Fontana Expanded Learning Program's school sites.

L. Approve the purchase order of Millu curriculum to support the Fontana Expanded Learning Program's school sites. 26-1109

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

2. Approve the purchase order in the amount of \$144,172.31 with Millu curriculum to support character and social emotional development enrichment for the Fontana Expanded Learning Program's school sites.
- M. Approve a contract with Active Education to support physical education component for the Fontana Expanded Learning Program's school sites. 26-1110**
1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies 3.1.5 for Single Source/Sole Source method.
 2. Approve a contract in the amount of \$180,180.00 with Active Education to support physical education component for the Fontana Expanded Learning Program's school sites.
 3. Authorize the City Manager to enter into the agreement and any future amendments.
- N. Approve Task Order for Engineering Design Services for the O'Day Short Elementary Safe Routes to School Project 26-1111**
1. Approve and authorize the City Manager to enter into a Task Order in a not-to-exceed amount of \$106,798.20 with Onward Engineering for Engineering Design Services for the O'Day Short Elementary Safe Routes to School Project, Request for Proposals DE-24-195-SQ-15.
 2. Approve and authorize the City Manager to enter into any future amendments to the Task Order in a not-to-exceed amount of \$100,000.00.
 3. Authorize the City Manager to enter into any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for the O'Day Short Elementary Safe Routes to School Project.
- O. Declaring Surplus Land - Property located at Arrow Blvd & Tokay Ave (APN 0232-171-17) 26-1113**
1. Approve **Resolution No. 2026-069**, declaring that the City-owned property on Arrow Blvd & Tokay Ave (Assessor's Parcel Number 0232-171-17) is "Surplus Land" pursuant to the Surplus Land Act, Government Code Section 54220 Et Seq.; and approving the form of Notice of Availability.
 2. Authorize the City Manager and/or his designee(s) to take all actions necessary or appropriate to comply with the Surplus Land Act.
- P. Police Department Monthly Information Update 26-1115**
- Accept the Police Department monthly information update for April 2026.

- Q. Police Department Monthly Information Update 26-1116**
Accept the Police Department monthly information update for May 2026.
- R. Approve Amendment No. 6 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall; DE-24-147-SP) 26-1121**
Approve and authorize the City Manager to enter into Amendment No. 6 to the Professional Services Agreement with Sillman Wright Architects for Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP) in the amount of \$324,890.00, for a total contract amount of \$3,119,200.00.
- S. Annual Placement of Sewer Charges on the Property Tax Rolls 26-1127**
Adopt **Resolution No. 2026-070**, of the City Council of the City of Fontana, California, directing the placement of sewer charges on the property tax bills for collection.
- T. Measure I Five Year Local Street Capital Improvement Program Annual Adoption 26-1120**
Adopt **Resolution No. 2026-071**, approving an amendment to the Fiscal Years 2025/2026-2029/2030 Measure I Five Year Local Streets Capital Improvement Program (CIP) adopting the Measure I Five Year Local Streets Capital Improvement for Fiscal Years 2026/2027-2030/2031.
- U. Approve Purchase of Closure Intelligence AI Software 26-1131**
 1. Approve the Non-Competitive Proposal purchase under the Purchasing Policies and Procedure Manual 3.1.5 for Single/Sole Source method.
 2. Authorize the purchase and installation of the Closure Intelligence AI Software
 3. Approve and authorize the City Manager or his assigned designee to execute documents related to the purchase of Closure Intelligence, Inc. AI software
- V. Annual Placement of Nuisance Abatement Charges on the Property Tax Rolls 26-1137**
Adopt **Resolution No. 2026-072**, 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 FY2026/2027.
- W. Annual Placement of Weed Abatement Charges on the Property Tax Rolls 26-1139**
Adopt **Resolution No. 2026-073**, 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.

- X. Annual Placement of Rubbish Charges on the Property Tax Rolls 26-1140**
Adopt **Resolution No. 2026-074**, of the City Council of the City of Fontana, California, directing the placement of rubbish charges on the property tax bills for collection.
- Y. Resolution of Consideration to Change the Rate and Method of Apportionment of the Existing Special Tax of Community Facilities District No. 117 (Southridge) 26-1142**
Adopt **Resolution No. 2026-075**, of the City Council of the City of Fontana, California, of Consideration to Change the Rate and Method of Apportionment of the Existing Special Tax of City of Fontana Community Facilities District No. 117 (Southridge).
- Z. Second Amendment to Option and Purchase and Sale Agreement for City owned property 26-1143**
1. Approve the Second Amendment to the Option and Purchase and Sale Agreement with SA Golden Investments, Inc., for city owned land located at the northwest corner of Arrow Boulevard and Sierra Avenue consisting of approximately 21,600 square feet, more specifically described as APNs 0191-163-26, 0191-163-17, and 0191-163-16
2. Authorize the City Manager to enter into any documents necessary or appropriate to effectuate said approvals and/or agreement, including any related financing or subordination documents required to effectuate the close of escrow and development of the property.
- AA. Authorization to Join the California JPIA Local Government Liability Reform Coalition 26-1145**
1. Authorize the City of Fontana to join the California Joint Powers Insurance Authority (California JPIA) Local Government Liability Reform Coalition; and
2. Authorize the use of the City's logo on coalition materials by approving the attached authorization form.
- AB. Adoption of Comprehensive Capital Improvement Plan 26-1146**
Adoption of Comprehensive Capital Improvement Plan
- AC. Resolution of the City Council of the City Of Fontana, California Approving and Adopting the Fontana Business Assistance Loan Program and Guidelines 26-1147**
1. Consideration of **Resolution No. 2026-079**, to approve and adopt the implementation of the Fontana Business Assistance Loan Program, subject to Guidelines and attachments.
2. Determination that the City Council's actions are not subject to and

otherwise exempt from the California Environmental Quality Act ("CEQA").

PUBLIC HEARINGS:

- A. First General Plan Amendment and Project for the 1st General Plan Cycle of 2026; Master Case (MCN) No. 23-000034 & Master Case (MCN) No. 23-000044: General Plan Amendment (GPA) No. 23-000002, Specific Plan Amendment (SPA) No. 23-000002, Tentative Tract Map No. 20646 (TTM No. 26-0006), Tentative Parcel Map No. 20851 (TPM No. 23-000008) & Design Review (DRP) No. 23-000011, Conditional Use Permit (CUP) No. 23-00005, & Development Agreement (AGR) No. 23-000012 - A Request to Amend the General Plan Land Use Designation for an Approximately 9.3-Acre Site Located at the Northwest Corner of Sierra Avenue and Terra Vista Drive (APN: 0239-081-52) from Residential Planned Community (R-PC) to General Commercial (C-G), to Amend The Arboretum Specific Plan to Modify Allowed Land Uses and Reconfigure Planning Areas and Park Sites, for Site and Architectural Review of a Proposed Commercial Center Consisting of 69,617 Square Feet of Commercial Development (49,362 Square Foot Grocery Store With a 13,017 Square Foot Inline Shop Building, 9,544 Square Foot Pad Building, and a 3,694 Square Foot Drive Thru Restaurant), For a Conditional Use Permit For the Sale of Alcohol For Off-Site Consumption in Conjunction With the Proposed Grocery Store, For A Tentative Tract Map to Reconfigure and Parcelize the Remaining Planning Areas and Park Sites in the Specific Plan Area, For a Tentative Parcel Map to Subdivide the Retail Center, and to Amend The Arboretum Specific Plan Development Agreement to Reflect Modified Land Uses in the Specific Plan, Pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report..** **26-1043**
1. Adopt **Resolution No. 2026-076** (General Plan Amendment Cycle No. 1 of 2026) a Resolution of the City Council of the City of Fontana approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report (State Clearinghouse [SCH] No. 2006071109), General Plan Amendment No. 23-000002 Tentative Tract Map No. 20646 (TTM No. 26-0006), Tentative Parcel Map No. 20851 (TPM No. 23-000008), Design Review No. 23-000011, and Conditional Use Permit Mo. 23-000005 for the property identified by Assessor's Parcel Number 0239-081-52, including amendments to exhibit 15.8 and 15.9 in chapter 15 of the General Plan, subdivision of the property, site and architectural approval of a 69,617 square foot commercial center, and a Conditional Use Permit authorizing the sale of alcohol for off-site consumption in connection with a grocery store at the commercial center; and

2. Read by title only and waive further reading of and introduce **Ordinance No. 1994**, an Ordinance of the City Council of the City of Fontana, approving pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, Specific Plan Amendment No. 23-000002, an amendment to the Arboretum Specific Plan to modify permitted land uses and to reconfigure planning areas and park sites; and that the reading of the title constitutes the first reading thereof; and
3. Read by title only and waive further reading of and introduce **Ordinance No. 1995**, an Ordinance of the City Council of the City of Fontana, approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, a third amendment to the Arboretum Specific Plan Development Agreement; and that the reading of the title constitutes the first reading thereof.

Mayor Pro Tem Garcia announced that he would be recusing himself from this item due to his residence being located near the project site.

Mayor Warren opened the public hearing.

Associate Planner Cecily Session-Goins provided the staff report.

Council Member Cothran inquired about potential traffic congestion and vehicle circulation challenges at the proposed shopping center, particularly at entry points and within the site.

Associate Planner Session-Goins responded that the project design provides sufficient stacking space and circulation through multiple access points on Sierra and Terra Vista, and that the site layout is expected to minimize traffic impacts.

Discussion ensued regarding buffering between the proposed commercial development and future residential areas, including sound walls, retaining walls, and site design features to address noise and visual impacts. Staff also addressed circulation near the adjacent school, pedestrian safety, future traffic improvements along Sierra Avenue, and noted that future residential development plans are not yet submitted.

With no requests to speak in favor or opposition. Mayor Warren closed the public hearing.

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

Mayor Pro Tem Garcia returned to the meeting.

**B. Master Case No. (MCN) 26-0004; Specific Plan Amendment 26-1118
(SPA) No. 26-0001; Conditional Use Permit (CUP) No. 26-0001;**

Conditional Use Permit (CUP) No. 26-0002; Conditional Use Permit (CUP) No. 26-0003; Conditional Use Permit (CUP) No. 26-0011 and Design Review (DR) No. 26-0002: a request to amend the text of Planning Area 4 of the Ventana Specific Plan to add gas stations and drive-throughs as conditionally permitted uses, a request to establish a gas station; a request to establish an Alcoholic Beverage Control (ABC) Type 20 (Beer & Wine, Off-Sale) license for a proposed convenience store as part of the gas station; a request to establish an Alcoholic Beverage Control (ABC) Type 21 License (General, Off-Sale), and Type 86 ABC License (Sampling) for a proposed grocery store, a request to establish a drive-through use for a standalone building within the proposed retail shopping center; a request to establish a drive-through use for a portion of a multi-tenant building, and a request for site and architectural review of a commercial shopping center, on an 11.55 acre parcel, located at APN: 1107-262-07, and -65, pursuant to an addendum to the Ventana Specific Plan Final Environmental Impact Report (SCH No. 2021100400).

1. Adopt **Resolution No. 2026-077**, a Resolution of the City Council of the City of Fontana approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Conditional Use Permit No. 26-0001 to establish a gas station and alcoholic beverage control type 20 beer and wine off-sale license for the convenience store as part of the gas station, Conditional Use Permit No. 26-0002 to establish an Alcoholic Beverage Control Type 21 general off-sale license and an Alcoholic Beverage Control Type 86 sampling license for a proposed grocery store, Conditional Use Permit No. 26-0003 to establish a drive-through use for a standalone building, Conditional Use Permit No. 26-0011 to establish a drive-through use for a suite as part of a multi-tenant building, and approving Design Review Permit No. 26-0002 for development of a new 98,783 square foot retail shopping center and associated site improvements on approximately 11.55 gross acres located on the southwest corner of Duncan Canyon Road and John Previti Avenue, identified as Assessor's Parcel Numbers 1107-262-07 and -65; and
2. Read by title only and waive further reading of and introduce **Ordinance No. 1996**, an Ordinance of the City Council of the City of Fontana approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Specific Plan Amendment No. 26-0001 to add gas station and drive through uses as conditionally permitted uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan; and that the reading of the title constitutes the first reading thereof.

Mayor Warren opened the public hearing.

Associate Planner Session-Goins provided the staff report.

Mayor Pro Tem Garcia inquired about potential traffic conflicts between the proposed gas station and surrounding uses, noting similar circulation issues at another shopping center.

Associate Planner Session-Goins explained that site design features, including a retaining wall, designated circulation paths, and directional traffic flow around the gas station, are intended to improve vehicle movement and reduce conflicts.

Council Member Cothran inquired about site grading, access points, pedestrian connectivity, and vehicle circulation for the proposed development.

Associate Planner Session-Goins explained that retaining walls would address grade differences, access points would be limited to right-in/right-out movements, and adequate vehicle queuing would be provided. She also discussed pedestrian access routes and noted that the site includes enhanced walkability features, including internal walkways and protected sidewalks.

Council Member Cothran expressed appreciation for the pedestrian improvements and noted the importance of accommodating future drive-through traffic.

The following individuals spoke in opposition:

1. Grace
2. Adda

Mayor Warren closed the public hearing.

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

C. Adopt Development Impact Fee Nexus Study and Updated Development Impact Fees 26-1017

Adopt **Resolution No. 2026-078**, adopting a Development Impact Fee Nexus Study, the findings contained therein, and revising the amount of Development Impact Fees to finance certain public facilities and taking certain other actions related thereto.

Mayor Warren opened the public hearing.

Deputy City Manager Burum provided the staff report.

Mayor Warren inquired about next steps following adoption of the development impact fee schedule.

Deputy City Manager Burum stated that recommendations would return to the City Council in September regarding potential revisions to the residential infill development impact fee

discount and a temporary reduction for commercial development to encourage timely investment and attract new businesses.

Mayor Warren emphasized the importance of supporting commercial growth and being prepared for upcoming development opportunities.

Mayor Pro Tem Garcia requested clarification of the definition of “single-family detached” as it relates to the 50% development impact fee discount and asked staff to provide consistent definitions for use by staff and applicants.

Deputy City Manager Burum confirmed they would incorporate clarifying language into the future resolution or ordinance. He also noted that, if approved, implementation of the updated fee schedule would be delayed until July 1, 2027, to allow projects currently in progress time to proceed under the existing fees.

Council Member Cothran inquired whether the proposed development impact fee increases would be implemented all at once or phased in over time.

Deputy City Manager Burum clarified that the recommendation is to implement the updated fee schedule in full on July 1, 2027, while any potential temporary fee reductions or incentives would be considered separately.

The following individuals spoke in favor:

1. Bill Blankenship, of NAIOP

The following individuals spoke in opposition:

2. Jennifer Cardenas

Mayor Warren closed the public hearing.

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

NEW BUSINESS:

A. Fiscal Year 2025-26 Fourth Quarter Budget Status Report 26-1097

1. Approve the recommended Fiscal Year 2025-26 Fourth Quarter Budget adjustments.
2. Authorize the City Manager or Designee to make necessary year-end budgetary and accounting adjustments to facilitate the fiscal year-end closing process not to exceed 5% of a fund’s total operating budget.

Chief Financial Officer Jessica Brown provided the staff report.

Council Member Cothran inquired about the Fire Protection District's investment in the FXN studio.

Chief Financial Officer Brown explained that the investment supports emergency management communications, public safety outreach, and facility improvements that serve City purposes under the lease agreement.

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

B. Transformative Climate Communities Program Application 26-1138

1. Consider the funding for the grant application submittal for three microgrid projects, specifically Don Day, City Civic Center and Jesse Turner Center and direct the City Manager, or City Manager's designee, to enter into any agreements and documents necessary to advance the application.
2. Authorize the method to procure utilizing the Purchasing Policies and Procedure Manual 3.1.5 Non-Competitive Proposal - (5) For renewable energy and energy efficiency projects.

Deputy City Manager Burum provided the staff report.

City Manager Ballantyne explained that Council approval was required for the design contract and that the project would position the City to pursue an estimated \$20–27 million grant while creating a shovel-ready project for future funding opportunities. The Council directed staff to proceed with the grant application and authorized the City Manager to execute the design contract.

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

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Discussion and Possible Action Regarding Appointment to Fill Vacancy on the Parks, Community and Human Services Commission

The following individual was slated for appointment to the Parks, Community, and Human Services Commission for the unexpired term ending December 9, 2026:

1. Geoffrey Styles

ACTION: Motion was made by Mayor Warren, seconded by Council Member Cothran, and passed by vote of 4-0 to appoint Geoffry Styles as Parks, Community, and Human Services Commissioner. The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, and Roberts; **NOES:** None; **ABSTAIN:** None; **ABSENT:** Sandoval

CITY MANAGER COMMUNICATIONS:

City Manager Ballantyne announced the cancellation of the July 28 Council meeting, with the next meeting anticipated on August 11. He recognized Community Services, Public Works, and the Police Department for a successful and safe Independence Day celebration, provided an update on fireworks enforcement under the new social host ordinance, and highlighted several consent calendar actions, including land acquisition for a future police substation, funding for the navigation center, establishment of a downtown business loan program, traffic signal and school-area improvements, and approval of contracts for after-school programming.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

City Clerk Key congratulated the newly crowned Miss Fontana Court, thanked Community Services staff for another successful Independence Day fireworks celebration, and wished her son-in-law a happy 50th birthday.

City Treasurer Koehler-Brooks thanked staff for a successful Independence Day fireworks event, recognized Chief Financial Officer Brown and staff for their work on the fourth quarter budget report, and encouraged everyone to have a safe summer.

Council Member Roberts commended staff, particularly Chief Financial Officer Brown, for the fourth quarter budget report highlighting the City's continued financial strength and development. He also expressed condolences to Council Member Sandoval on the loss of his brother and to the family of former Yucaipa Mayor Dick Riddell.

Council Member Cothran praised staff for another successful Independence Day celebration and requested information on business incentive programs used by other cities to encourage healthier restaurant options, suggesting the City explore similar initiatives through its Healthy Fontana efforts.

Mayor Pro Tem Garcia wished Mayor Warren and City Treasurer Koehler-Brooks a happy birthday and wished everyone a good evening.

Mayor Warren highlighted the success of the City's safe Independence Day celebration and ongoing enforcement efforts against illegal fireworks, thanked residents and staff for their participation in community events, promoted upcoming City events and entertainment at Stage Red, recognized the recent City Hall groundbreaking and the work of local organizations, and expressed condolences to the families of Council Member Sandoval's brother, former Yucaipa Mayor Dick Riddell, and Kandace Iman Simmons before adjourning the meeting in their memory.

ADJOURNMENT:

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

1. Kandace Iman Simmons
2. Dick Ridell, former Yucaipa Mayor

Mayor Warren adjourned the meeting at 5:04 p.m. to the Regular City Council Meeting on Tuesday, August 11, 2026, at 2:00 p.m. in the Steelworkers' Auditorium located at 8437 Sierra Avenue, Fontana, California.

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON AUGUST 11, 2026.

Germaine Key
City Clerk



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1162

Agenda #: B.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1994 (Second Reading), approving pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, Specific Plan Amendment No. 23-000002, an amendment to the Arboretum Specific Plan to modify permitted land uses and to reconfigure planning areas and park sites; and that the reading of the title constitutes the first reading thereof.

RECOMMENDATION:

Conduct a second reading by title only and adopt, **Ordinance No. 1994**, approving pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, Specific Plan Amendment No. 23-000002, an amendment to the Arboretum Specific Plan to modify permitted land uses and to reconfigure planning areas and park sites; and that the reading of the title constitutes the first reading thereof.

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 promoting diverse range of housing projects and levels of affordability.
- 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. 1994 was introduced by a vote of 3-0 at the July 14, 2026, Regular City Council Meeting.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1994

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING, PURSUANT TO AN ADDENDUM TO THE ARBORETUM SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT, SPECIFIC PLAN AMENDMENT NO. 23-000002, AN AMENDMENT TO THE ARBORETUM SPECIFIC PLAN TO MODIFY PERMITTED LAND USES AND TO RECONFIGURE PLANNING AREAS AND PARK SITES.

WHEREAS, on May 18, 2023, the City of Fontana (“City”) received an application for a General Plan Amendment (“GPA No. 23-000002”), Specific Plan Amendment (“SPA No. 23-000002”), Tentative Tract Map (“TTM No. 26-0006 (20646)”), Tentative Parcel Map (“TPM No. 23-000008 (20851)”), Design Review (“DRP No. 23-000011”), Conditional Use Permit (“CUP No. 23-000005”), and Development Agreement Amendment (“AGR No. 23-000012”) (collectively, MCN No. 23-000044) from North Fontana Investment Company (“Applicant”) to facilitate the development of a new 69,617 square foot commercial center on Assessor Parcel Number 0239-081-52 (“Project Site”);

WHEREAS, SPA No. 23-000002 has been initiated to amend the Arboretum Specific Plan to modify the permitted land uses within the specific plan areas and to reconfigure the planning areas and designated park site; and

WHEREAS, on June 2, 2026, the Fontana Planning Commission (“Planning Commission”) held a noticed public hearing and received public testimony and evidence from the Applicant, City staff, and other interested parties for MCN 23-000044 and the Addendum to the Arboretum Specific Plan Environmental Impact Report (“Arboretum EIR”) and Mitigation Monitoring and Reporting Program (“MMRP”). After carefully considering all information pertaining to the project, the Planning Commission voted 5-0 to recommend that the Fontana City Council (“City Council”) approve MCN No. 23-000044 and the Addendum to the Arboretum Specific Plan EIR and MMRP by Resolution No. PC 2026-022; and

WHEREAS, on July 14, 2026, the City Council held a noticed public hearing on the Addendum to the Arboretum Specific Plan EIR, MMRP, and MCN No. 23-000044, and received testimony from all parties, as well as documentation from the Planning Commission’s public hearing held on June 2, 2026; and

WHEREAS, on July 14, 2026, the City Council adopted the Addendum to the Arboretum Specific Plan EIR; and

WHEREAS, based on the information presented to the City Council at the public hearing held on July 14, 2026, the City Council determines that the amendment to the Arboretum Specific Plan is consistent with the goals and policies of the General Plan, which call for a balanced community of residential, commercial, and industrial uses, developed with high standards, and the provision of diverse economic and social opportunities for our citizens and those who wish to invest in the City.

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

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

Section 2. CEQA. Compliance with California Environmental Quality Act. As the decision-making body for the Project, the City Council has reviewed and considered the Arboretum Specific Plan FEIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The City Council finds that the Addendum and Arboretum Specific Plan FEIR contain a complete and accurate reporting of all of the environmental impacts associated with the Proposed project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the Arboretum Specific Plan FEIR, the Addendum, and all related information presented to the City Council, the City Council finds that the proposed project necessitates only minor modifications to the Arboretum Specific Plan FEIR. Therefore, pursuant to State CEQA section 15164 and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the Arboretum Specific Plan FEIR is the appropriate document for the project.

The City Council further finds that the preparation of a subsequent or supplemental EIR is not required for the proposed project because the project:

- A. Will not result in substantial changes that would require major revisions of the Arboretum Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- B. Will not result in substantial changes with respect to the circumstances under which the proposed project are developed that would require major revisions of the Arboretum Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- C. Does not present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Arboretum Specific Plan FEIR documents were certified showing any of the following:
 - (i) The proposed project would have one or more significant effects not discussed in the EIR;
 - (ii) That significant effects previously examined would be substantially more severe than shown in the EIR;
 - (iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially

- reduce one or more significant effects, but the lead agency declined to adopt such measures; and
- (iv) That mitigation measures or alternatives considerably different from those analyzed would substantially reduce one or more significant effects on the environment, but which the lead agency declined to adopt.

Section 4. Findings on Environmental Impacts. Having considered the Addendum, the administrative record, the Arboretum Specific Plan FEIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the Arboretum Specific Plan FEIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the proposed project may result in any significant environmental impacts beyond those analyzed in the Arboretum Specific Plan FEIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed project and reflects the independent judgment and analysis of the City Council.

Section 5. Adoption of the Addendum to the Arboretum Specific Plan FEIR. The City Council hereby adopts the Addendum to the EIR for the Arboretum Specific Plan Program Environmental Impact Report (SCH No. 2006071109) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA. The City Council further directs staff to file a Notice of Determination.

Section 6. Specific Plan Amendment Findings. The City Council hereby makes the following findings for Specific Plan Amendment No. 23-000002 in accordance with Section 30-67 "Purpose" of the Fontana Zoning and Development Code:

Finding: **A specific plan may be amended by changing the development standards or zoning designation 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 specific plan amendment establishes an additional commercial land use district/designation within the Arboretum Specific Plan and modifies the allowable residential densities in the remaining undeveloped residential designations in the specific plan area. The amendment encourages attractive commercial and residential development and will enhance the gateway into the city along Sierra Avenue. Updates to the specific plan will also encourage residential development that is consistent with existing development and

commercial development and complements existing development while providing service and convenient land uses for residents in the area. The proposed changes are necessary to promote the public's health, safety, and general welfare because it supports a new and attractive development in the area that will facilitate a development that will improve health and mobility in the vicinity.

Section 7. Approval. Based on the findings in Section 6, SPA No. 23-000002 is hereby approved, and the Arboretum Specific Plan is hereby amended to include the modifications as shown in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 8. 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 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

Section 10. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

Section 11. 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 11th day of August 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

Ordinance No. 1994

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 July 2026, and was finally passed and adopted not less than five days thereafter on the 11th day of August 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

EXHIBIT “A”

He who plants a tree
and cares for it
does something for
posterity.

- Jesse Fell



The Arboretum Specific Plan

ADOPTED OCTOBER 14, 2009 | AMENDED JULY 2026

CITY OF FONTANA, CALIFORNIA

This page intentionally left blank.

Prepared For:

City of Fontana

8353 Sierra Avenue
Fontana, California 92335
(909) 350-6717

Mayor

Acquanetta Warren

City Council

Phil Cothran Jr.
John Roberts
Jesus “Jessie” Sandoval
Peter Garcia

Planning Commission

~~Cathline Fort~~
~~Raj Sangha~~
~~Ralph Thrasher~~
~~Matthew Gordon~~
Idilio Sanchez
Ricardo Quintana
Joseph Armendarez
Dylan Keetle
Torrie Lozano

City Manager

~~Mark Denny~~
Matthew Ballantyne

Submitted by:

North Fontana Investment Company, LLC

1156 North Mountain Avenue
Upland, California 91786
(909) 985-0971
Contact: Stacey Sassaman

Prepared by:

PlaceWorks

3 MacArthur Place
Suite 1100
Santa Ana, California 92707
(714) 966-9220
Contact: Randal Jackson

Amended by:

Kimley-Horn

1100 Town and Country Rd
Suite 700
Orange, California 92868
(714) 786-6111
Contact: Nick Chen, AICP



The Arboretum Specific Plan

This page intentionally left blank.



The Arboretum Specific Plan

ADOPTED OCTOBER 14, 2009 | AMENDED ~~MARCH 2026~~ ~~MAY 2023~~ ~~JUNE 2021~~
CITY OF FONTANA, CALIFORNIA

This page intentionally left blank.



TABLE OF CONTENTS

1	VISION	1-1
2	INTRODUCTION	2-1
3	CONTEXT AND CONDITIONS	3-1
4	COMMUNITY STRUCTURE	4-1
5	PARKS AND AMENITIES	5-1
6	CIRCULATION AND STREETScape DESIGN	6-1
7	DESIGN GUIDELINES AND LANDSCAPE	7-1
8	DEVELOPMENT STANDARDS AND LAND USES	8-1
9	PHASING AND INFRASTRUCTURE	9-1
10	ADMINISTRATION	10-1
A	GENERAL PLAN CONSISTENCY	A-1
B	COMMUNITY GARDENS	B-1
C	INFRASTRUCTURE AND ASSESSMENT ESTIMATES	C-1

LIST OF FIGURES

FIGURE	TITLE	PAGE
FIGURE 2.1	EXISTING GENERAL PLAN LAND USE PRIOR TO ORIGINAL SPECIFIC PLAN APPROVAL	2-3
FIGURE 2.2	PROPOSED GENERAL PLAN LAND USE	2-4
FIGURE 3.1	REGIONAL LOCATION	3-3
FIGURE 3.2	LOCAL VICINITY	3-5
FIGURE 3.3	PROPERTY OWNERSHIP	3-7
FIGURE 3.4	EXISTING TOPOGRAPHY	3-9
FIGURE 4.1	VILLAGE STRUCTURE	4-3
FIGURE 4.2	OVERALL LAND USE PLAN	4-7
FIGURE 4.3	THE MEADOWS LAND USE PLAN	4-9
FIGURE 4.4	THE GARDENS LAND USE PLAN	4-11
FIGURE 4.5	THE RESORT LAND USE PLAN	4-13
FIGURE 4.6	THE ARBORETUM LAND USE PLAN	4-15
FIGURE 5.1	PARKS & OPEN SPACE PLAN	5-3
FIGURE 5.2	PUBLIC VERSUS PRIVATE PARKS	5-4
FIGURE 5.3	THE MEADOWS COMMUNITY PARK	5-9
FIGURE 5.4	THE GARDENS COMMUNITY PARK	5-11
FIGURE 5.5	THE RESORT - PRIMARY RECREATION CENTER	5-15
FIGURE 5.6	THE RESORT - SECONDARY RECREATION CENTER	5-16
FIGURE 5.7	PRIVATE 0.3-ACRE NEIGHBORHOOD PARKS	5-18
FIGURE 5.8A	THE ARBORETUM PARK	5-20
FIGURE 5.8B	THE ARBORETUM PARK	5-21
FIGURE 6.1	CIRCULATION PLAN	6-3
FIGURE 6.2	STREET SECTIONS KEY MAP	6-9
FIGURE 6.3A	PERIMETER STREETS	6-10
FIGURE 6.3B	PERIMETER STREETS	6-11
FIGURE 6.4A	PERIMETER STREETS - OPTION A (SPECIMEN TREES)	6-12
FIGURE 6.4B	PERIMETER STREETS - OPTION B (VINEYARDS)	6-13
FIGURE 6.5A	DUNCAN CANYON ROAD/CITRUS AVENUE AT EASEMENT	6-14
FIGURE 6.5B	DUNCAN CANYON ROAD/CITRUS AVENUE AT EASEMENT	6-15
FIGURE 6.6A	COLLECTOR STREETS	6-16
FIGURE 6.6B	COLLECTOR STREETS	6-17



LIST OF FIGURES (cont.)

FIGURE	TITLE	PAGE
FIGURE 6.7A	LOCAL STREETS	6-18
FIGURE 6.7B	LOCAL STREETS	6-19
FIGURE 6.8A	ARBORETUM TRAIL AT PERIMETER STREETS - WITH OPTIONS	6-20
FIGURE 6.8B	ARBORETUM TRAIL AT COLLECTOR STREETS	6-21
FIGURE 6.9	PUBLIC VERSUS PRIVATE STREETS	6-23
FIGURE 6.10	ENTRIES AND MONUMENTATION	6-25
FIGURE 6.11A	PRIMARY GATED ENTRY	6-30
FIGURE 6.11B	PRIMARY GATED ENTRY	6-31
FIGURE 6.12	PRIMARY NONGATED ENTRY	6-32
FIGURE 6.13	SECONDARY GATED ENTRY	6-33
FIGURE 6.13A	SECONDARY GATED ENTRY - TERRA VISTA ENTRY	6-34
FIGURE 6.14	SECONDARY NONGATED ENTRY	6-35
FIGURE 6.15A	TYPICAL COMMUNITY ENTRY MONUMENTATION	6-36
FIGURE 6.15B	TYPICAL COMMUNITY ENTRY MONUMENTATION	6-37
FIGURE 6.15C	ENTRY MONUMENTATION - CITRUS & DUNCAN CANYON	6-38
FIGURE 6.16A	ICON MONUMENTATION	6-39
FIGURE 6.16B	ICON MONUMENTATION	6-40
FIGURE 6.17A	ROAD ALIGNMENT - SIERRA/GRAPELAND	6-41
FIGURE 6.17B	ROAD ALIGNMENT - CITRUS/CASA GRANDE	6-42
FIGURE 6.17C	ROAD ALIGNMENT - SIERRA/CASA GRANDE	6-43
FIGURE 6.17D	ROAD ALIGNMENT - CITRUS/DUNCAN CANYON	6-44
FIGURE 6.17E	ROAD ALIGNMENT - SIERRA/DUNCAN CANYON	6-45
FIGURE 6.17F	ROAD ALIGNMENT - CYPRESS/DUNCAN CANYON	6-46
FIGURE 6.17G	ROAD ALIGNMENT - CYPRESS/NEIGHBORHOOD STREET	6-47
FIGURE 6.17H	ROAD ALIGNMENT - CYPRESS/CASA GRANDE	6-48
FIGURE 6.17I	ROAD ALIGNMENT - GRAPELAND/CYPRESS	6-49
FIGURE 6.17J	ROAD ALIGNMENT - SIERRA/TERRA VISTA	6-50
FIGURE 6.18	PEDESTRIAN CIRCULATION, BIKEWAYS AND TRAIL PLAN	6-52
FIGURE 6.19	COMMUNITY FENCING PLAN	6-55
FIGURE 6.20	COMMUNITY FENCING ELEVATIONS	6-56



LIST OF FIGURES (cont.)

FIGURE	TITLE	PAGE
FIGURE 7.1	TIERED PLANTING	7-35
FIGURE 7.2	LANDSCAPE DISTRICTS	7-39
FIGURE 8.1	CONCEPTUAL PARKING LOCATIONS	8-18
FIGURE 9.1	PHASING PLAN	9-3
FIGURE 9.2	CIRCULATION PHASING PLAN	9-5
FIGURE 9.3	GRADING PLAN AND PHASING	9-7
FIGURE 9.4	WATER PLAN AND PHASING	9-9
FIGURE 9.5	MASTER PLAN OF SEWER	9-11
FIGURE 9.6	DRAINAGE PLAN AND PHASING	9-13
FIGURE 9.7A	STORM DRAIN CONNECTION TO SIERRA LAKES INFILTRATION SYSTEM	9-14
FIGURE 9.7B	WATER QUALITY MANAGEMENT PLAN AND BEST MANAGEMENT PRACTICES	9-15
FIGURE 9.8	RELATIONSHIP TO OFF-SITE PUBLIC SERVICES & FACILITIES	9-19

LIST OF TABLES

TABLE	TITLE	PAGE
TABLE 2.1	GENERAL PLAN LAND USE DESIGNATIONS	2-5
TABLE 4.1	OVERALL STATISTICAL ANALYSIS	4-6
TABLE 4.2	THE MEADOWS STATISTICAL ANALYSIS	4-8
TABLE 4.3	THE GARDENS STATISTICAL ANALYSIS	4-10
TABLE 4.4	THE RESORT STATISTICAL ANALYSIS	4-12
TABLE 4.5	THE ARBORETUM STATISTICAL ANALYSIS	4-14
TABLE 7.1	GENERAL TIERED LANDSCAPING REQUIREMENTS	7-34
TABLE 7.2	SPECIFIC TIERED LANDSCAPING REQUIREMENTS	7-36
TABLE 7.3	STREETSCAPE LANDSCAPING REQUIREMENTS	7-37
TABLE 7.4	PLANT PALETTE	7-48
TABLE 8.1	RESIDENTIAL DEVELOPMENT STANDARDS	8-20
TABLE 9.1	UTILITY PROVIDERS	9-16
TABLE 9.2	TIMING FOR PRIVATE AND PUBLIC PARKS	9-17
TABLE 10.1	GREEN POINTS CHECKLIST	10-8
TABLE C.1	SPECIFIC PLAN PRELIMINARY PHASING COST ESTIMATES	C-1



Chapter 1.0

Vision

There is a vast difference between development and community building. Development may or may not lead to the emergence of a community—community building leads to a complete integration into the physical and social fabric of a city. This is where the vision comes in; it describes what a community will look like—and feel like—and memorializes how it will work as a living environment. Vision for a community is the mental picture of its future that is created by anticipating or conceiving important desired community characteristics.

Vision statements serve to:

- Guide the planning process
- Facilitate consensus and unify direction
- Build traditions and establish lasting community values
- Organize action and involve the people or partners that can make it happen
- Sustain commitments during the community building process

This vision provides guidance to The Arboretum Specific Plan by indicating those broad objectives that must be translated into plans, regulations, and guidelines. The Vision Statement declares a commitment to a high quality of living. It will enable future community leaders and citizens to recall and endorse the intent of the Specific Plan and maintain diligence in carrying out its intent.

Many people will play a role in the achievement of the Vision and it will most likely take many years to complete. How can those who inherit decision-making responsibilities many years from now know what was envisioned by this effort? How can they understand what values and priorities drove the provisions that are included in this Specific Plan? The Vision Statement serves this very important role.

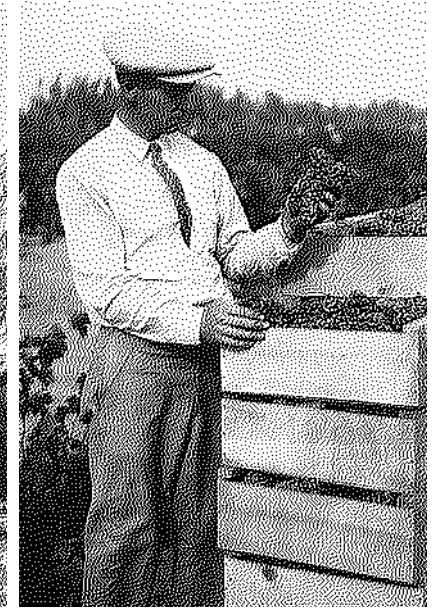
1.1 Honoring the City's Heritage

Every idea begins with a vision—the inspiration for all things associated with a particular undertaking. Historically, The Arboretum Specific Plan area was known for its citrus orchards—a vision that became the legacy of A.B. Miller.

In 1905 A. B. Miller arrived in Fontana. He saw opportunity where others saw adversity; many claimed “he will blow away in six months.” By 1920, A.B. Miller was successfully farming 5,000 acres of citrus in Northern Fontana, the largest individual citrus grove in the world.

One of the largest remaining undeveloped and unentitled areas in the City, The Arboretum Specific Plan is the capstone residential community of north Fontana—providing the opportunity to bring full circle the master planning efforts of this rapidly developing area of the City.

Taking clues from the area's historic role as a successful citrus empire, there is a new vision for The Arboretum—a vision to “bring the land to life” through the creation of a new community developed with an arboretum theme. This vision captures the essence of the community's heritage and translates it into a community that will continually evolve over time and grow with the needs of its residents, and in doing so, create a new legacy for the City of Fontana.



A.B. Miller

Photos and information courtesy of the Fontana Historical Society



1.2 The Arboretum Lifestyle

The Arboretum is not only a *place* to live—it embodies a *way* of living. The foundation of The Arboretum is the creation of community that maintains a harmonious balance between the natural and built environment—a complementary and lasting relationship between the landscape and the residents who reside in the community.

The Arboretum provides a lifestyle that is enhanced by social programs; strong ties to business, educational, and nonprofit partnerships; commitment to lifelong learning opportunities; and application of practices that support the sustainability of the community and the well-being of its residents. Please see Section 1.7, *Social Infrastructure*, for further details on The Arboretum's community building programs.



1.3 The Arboretum Image

The development of The Arboretum will enhance the image of the area with the provision of new roads and signature landmark landscaping, landscaped parkways, and entry monuments. The parkway landscaping will be unique to this area, generating a sense of arrival and association with this special place in the City. The Arboretum's **main major** thoroughfares—Citrus Avenue, Sierra Avenue, Grapeland Street, Duncan Canyon Road, Casa Grande Avenue, and Cypress Avenue—will contain landmark landscaping that will clearly define the community edges and establish a visual impression of the significance of this project in relation to other developments nearby. The Arboretum's landscape will continue to mature as the community does, giving the sense that the community there was built within an arboretum setting. Please see Chapter 6, *Circulation and Streetscape Design* and Chapter 7, *Design Guidelines and Landscape*, for further detail on The Arboretum's parkways and landscaping program.

Another factor affecting the landscape design of The Arboretum is the fact that the site lies within a High Fire Hazard Severity Zone which has a significant impact on the selection of plant material and the treatment of community edge conditions. The *Fire Protection Master Plan for The Arboretum* supercedes this Specific Plan and contains pertinent information regarding the landscape design of the community (this document is not contained within this Specific Plan).





1.4 Collection of Villages

The Arboretum will be developed to accommodate residents of varying life stages and lifestyles and will therefore accommodate a broad range of residential housing types and amenities that respond to the needs of its residents.

Four villages—The Meadows, The Gardens, The Resort, and The Arboretum—compose the foundation of The Arboretum Specific Plan area. These villages will provide housing opportunities that will respond to the community's ever-changing needs and lifestyles. The Arboretum will appeal to first-time home buyers, families, young professionals, and emptynesters. The villages have also incorporated recreational amenities customized to the unique needs of each of these groups. Chapter 4, *Community Structure*, provides a detailed description of The Arboretum's four villages.

1.5 A Community of Trees and Gardens

The Arboretum will establish a green system of parks and trails embodied within an arboretum landscape concept. Recreation centers, parks and gardens, including the community's focal point—the Arboretum Park—will link the community's four villages together. Figure 6-1, *Circulation Plan*, provides further detail on the community's parks and trails system.

The Arboretum park serves as the community icon—creating a distinguishing landmark amenity that is not only known to nearby residents, but a place that is recognized citywide. It is this space that embodies the principles of The Arboretum Specific Plan and inspired the theming and way of living for an entire community. Over time, as The Arboretum matures, it is envisioned that The Arboretum and its interconnected network of gardens, parks, and natural open spaces will be recognized as a regional amenity as well. Please see Chapter 5, *Parks and Amenities*, for further information on The Arboretum's interconnected trail and park system.

The collection of gardens and amenities envisioned for The Arboretum serves as an integral component of the community. It supports the principles of the City's "Healthy Fontana" program by providing recreational opportunities that promote the health benefits of exercise by inspiring people to get out of their homes and experience their neighborhoods.

Not only do The Arboretum's trails and gardens support the overarching principles and arboretum theme, the community's corridors and roadways also serve this purpose. The Arboretum's **major-main community serving** roadways—Sierra, Cypress, Citrus and Casa Grande Avenues as well as Duncan Canyon Road and Grapeland Street—will serve as a collection of signature tree species and plant varieties typically found in Arboretums. For more information on this concept please see Section 6.1.1, *Perimeter Streets*.





1.6 Sustainability

The uses of sustainable and “green” practices will become more and more prevalent in developing communities. The longevity and success of a community is not only based upon timeless architecture and a comprehensive landscape plan, it is also based upon how a community evolves and sustains itself over time.

Sustainability is generally defined as a community’s ability to meet the needs of the present without compromising the ability of future generations to meet their own needs. Through careful, thoughtful, planning and design, The Arboretum can be infused with sustainable practices that can be applied to residential and commercial uses, landscaping, and school facilities.

Throughout the Specific Plan document, guidelines and regulations promoting sustainable development and green practices have been included in the text. These guidelines are strongly encouraged, but not required, and are distinguished by the use of the leaf symbol, further emphasizing the environmental stewardship envisioned as part of The Arboretum. Practices and principles of sustainability and green design are presented in further detail in Chapter 7, *Design Guidelines and Landscape*.

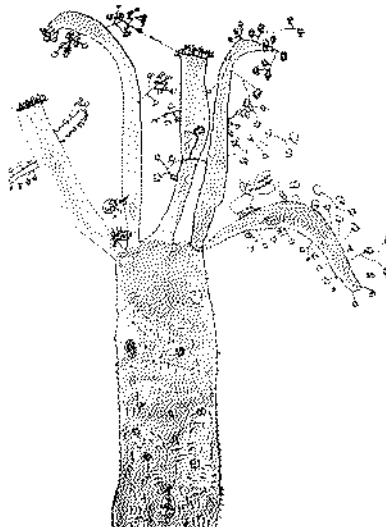
1.7 Social Infrastructure

Community building goes beyond the application of creative place-making techniques in the built environment. The Arboretum will foster strong and enduring social ties to the community created by the interactions facilitated through activities and programming, schools, and civic institutions integrated into each village. Providing a means for social interaction in The Arboretum fosters a sense of community and encourages social reinvestment into The Arboretum neighborhoods and serves as one of the principle objectives of this project.

In the tradition of Fontana's decades of innovation, The Arboretum will change the quality and character of the physical and social environment. It is envisioned that The Arboretum will serve as a focal point for the City's Arboretum and Earth Day Activities as well as ongoing social programs that could include floral arranging classes, walking groups, "mommy and me" activities, or gardening clubs. Farmers Markets are also envisioned in the Arboretum Park.

The social infrastructure of The Arboretum will be financed in part through the establishment of a Homeowner's Association (HOA) and in part through a Community Service Organization Fund (CSO), in which 0.25 percent of the sale or resale value of homes in The Arboretum will be set aside specifically for community activities and programs. These programs will be in place prior to the first Certificate of Occupancy. Chapter 10, *Administration*, contains further details regarding financing mechanisms.





1.8 Lifelong Learning

Educational opportunities are a cornerstone of The Arboretum community. Schools are a part of a community's social fabric at many levels, serving as centers of learning, employment, and social interaction. The integration of new school facilities is envisioned for The Arboretum and will be linked to the surrounding neighborhoods not only physically, through the community trails network, but also through extended educational opportunities.

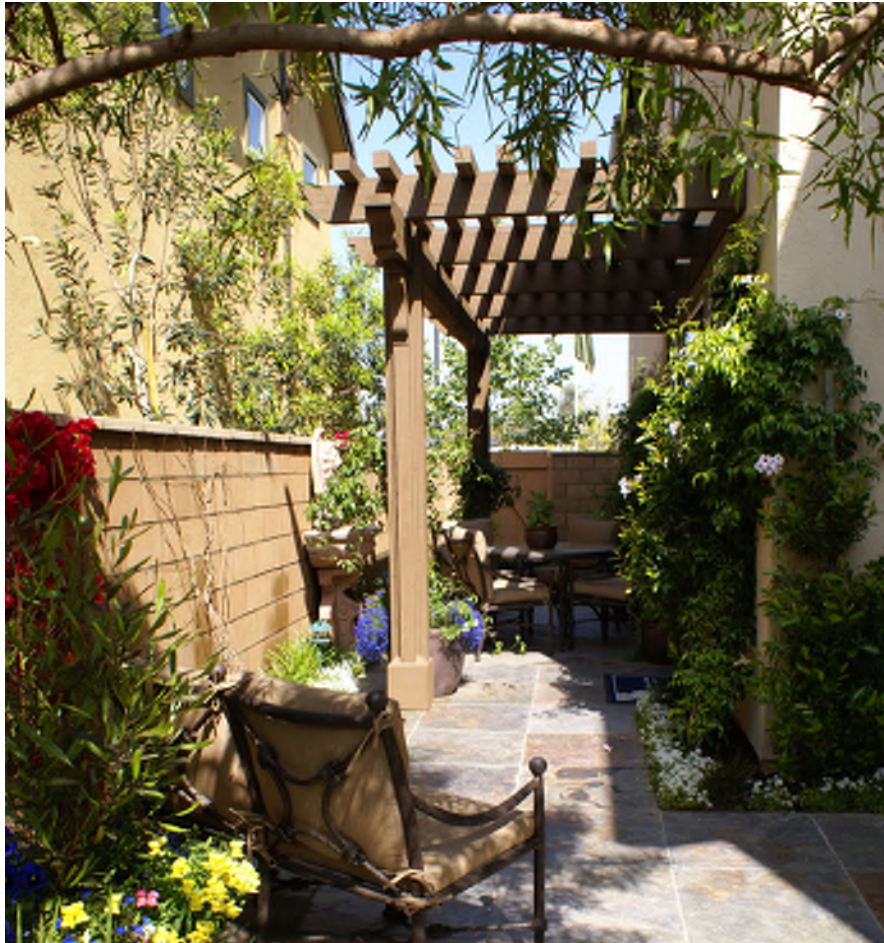
Lifelong learning opportunities are envisioned to extend beyond the confines of the school yard and into the community gardens. Students may experience ongoing educational programs such as tree planting programs or nature walks that teach them about the living environment surrounding them and environmental stewardship. Older community members attend landscape or gardening seminars held at the Arboretum Park, while other classes benefiting the community may be held at one of the community's several recreation centers. See Chapter 5, *Parks and Amenities* and Appendix B, *Community Gardens*, for details on The Arboretum's gardens.

Lifelong learning programs will be primarily developed and funded through the joint efforts of the HOA, CSO, and the City of Fontana. These programs and events may also be financed by local businesses. Please see Section 1.7, *Social Infrastructure*, for additional community building programs envisioned for The Arboretum.

1.9 Community Partnerships

Community partnerships are essential to complement the social infrastructure, lifelong learning opportunities, and civic links established in The Arboretum. The transformation of the Arboretum community cannot occur unless ideas in the Specific Plan maintain momentum. They are most effective if they are supported by many different groups at a variety of different levels, so community partnerships will be actively pursued as part of the community structure. During the development of The Arboretum community, stakeholders can actively attempt to engage agencies or businesses that have the most to contribute to, and benefit from, the creation of a new community in this area.





Chapter 2.0

Introduction

2.1 Purpose and Intent

This Specific Plan document encapsulates the City's long range plan for the development of The Arboretum and serves as the regulatory mechanism that guides all future development proposals within the Specific Plan area. This document will facilitate the build-out of The Arboretum in a manner that is consistent with City and state policies and standards and assures that the various community elements identified in the Specific Plan will be developed in a coordinated manner.

This Specific Plan provides detailed text and exhibits, which describe the various land uses, amenities, and infrastructure improvements that are envisioned to occur in the community. For example, Chapter 4 of this document sets forth the master development plan, including the community structure and land use concept. The project's parks, amenities, and corresponding landscape will be described in Chapter 5. Chapter 6 will detail the circulation plan for the project, in addition to enhanced intersection treatments, entries, and monumentation. Design guidelines, including those for the Arboretum's landscape, and development standards, contained in Chapters 7 and 8, respectively, will guide site planning, architectural design, and landscaping to create a cohesive, signature community identity. Chapter 9 will provide plans for phasing, infrastructure, and public services.



2.2 Authority and Scope

The Arboretum Specific Plan has been prepared pursuant to the provisions of California Government Code, Section Title 7, Division 1, Chapter 3, Article 8 (Sections 65450 through 65457), which grants local government agencies the authority to prepare specific plans of development for any area covered by a General Plan, for the purpose of establishing systematic methods of implementation of the agency's General Plan. A Specific Plan, as the name implies, is designed to address site-specific issues and to create a bridge between the City's General Plan and a specific development proposal. While a General Plan examines an entire City or County, a Specific Plan concentrates on the individual development issues of a particular project or region.

The City of Fontana Zoning and Development Code, Sections 30-61 and 30-62, specifies the purpose, requirements, regulations, and procedures for preparation of a Specific Plan in the City of Fontana. California Government Code, Sections 65450–65454, establishes the authority to adopt a Specific Plan, identifies the required contents of a Specific Plan, and mandates consistency with the General Plan.

2.3 General Plan Consistency

The California Government Code states that a “Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan”, and further, “that it may not be adopted or amended unless found to be consistent with the General Plan.” Consistency of the Arboretum Specific Plan with the City of Fontana General Plan is addressed in Appendix A of this document.

2.4 Relationship to City Plans

In response to government requirements, this Specific Plan has been prepared to provide the essential link between City of Fontana General Plan policies and actual development in the Specific Plan area. By functioning as a regulatory document, the Arboretum Specific Plan provides a means of implementing the City of Fontana's

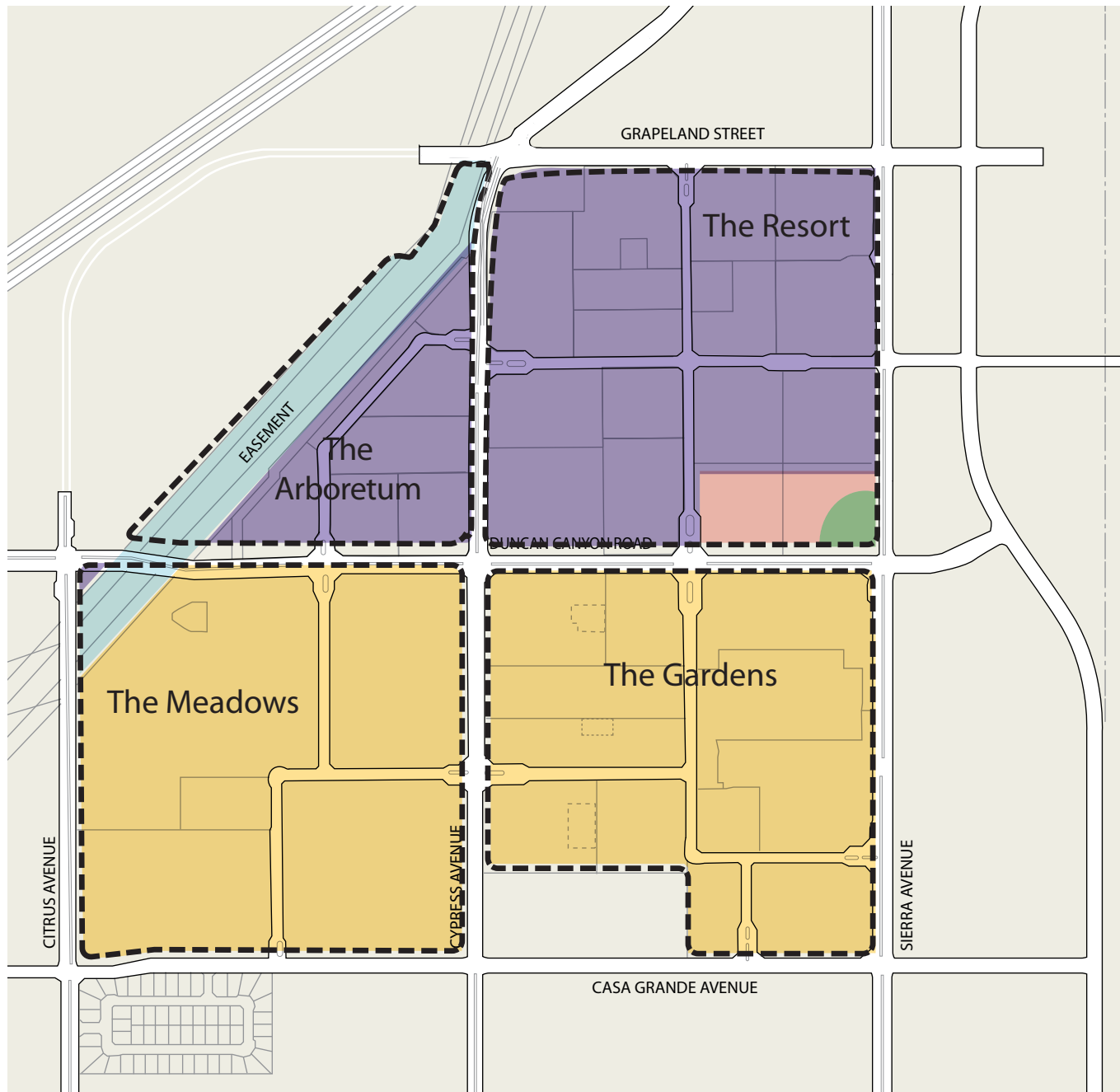
General Plan and detailing a specific development proposal for the property. In this regard, all future development plans, tentative parcel and/or tract maps, or other similar entitlements shall be consistent with regulations set forth in this document and with all applicable City regulations.

2.4.1 Fontana General Plan Land Use

The City of Fontana General Plan Land Use Map shows several existing land use categories within The Arboretum Specific Plan project area. Existing land use designations found within The Arboretum property include: R-PC, Residential Planned Community; RMU, Regional Mixed Use; and C-C, Community Commercial. In addition, the Fontana General Plan identifies a local “activity center” as an overlay to the C-C (Community Commercial) designation along the eastern border of the Arboretum Specific Plan area, at the northwest ~~and southwest~~ corners of Sierra Avenue and Duncan Canyon Road. These centers are intended to accommodate residential-serving retail and entertainment development with an emphasis on pedestrian-oriented amenities and links to adjacent residential areas as well as provision of public gathering and open spaces and accessibility to multiple modes of transportation. The utility easement on the northwestern portion of the property is designated as a P-UC, Public Utility Corridor. Figure 2.1, *Existing General Plan Land Uses*, shows the current configuration of these land uses.

~~Four~~ ~~Three~~ different General Plan Land Uses will be applied to the Specific Plan area: ~~Residential Planned Community (R-PC)~~ ~~Residential Multi-Family (R-MF)~~, Community Commercial (C-C), ~~General Commercial (C-G)~~, and Public Utility Corridor (P-UC). The ~~R-PC~~ ~~R-MF~~ land use designation will be applied to all areas within the Specific Plan except ~~18.1~~ ~~8-8~~ acres in the Resort Village (which will ~~include 8.8 acres~~ ~~be~~ designated as C-C and ~~9.3 acres~~ designated as C-G) and 31.2 acres reserved for the Southern California Edison easement. Figure 2.2, *Proposed General Plan Land Use*, identifies the locations of each of the land use designations identified in this section.

A general plan amendment will be required to remove the existing C-C designation from the existing General Plan Land Use Map for the Garden Village area and to add the ~~R-PC~~ ~~R-MF~~ designation to the rest of the Specific Plan.



EXISTING GENERAL PLAN LAND USE PRIOR TO ORIGINAL SPECIFIC PLAN APPROVAL

FIGURE 2.1

LEGEND

- RMU (Regional Mixed Use)
0.1-1.0 FAR for non-residential;
12.0-24.0 du/ac
- R-PC (Residential Planned Community)
3.0-6.4 du/ac
- C-C (Community Commercial)
0.1-1.0 FAR
- Activity Center Overlay
0.1-1.0 FAR for non-residential uses;
7.7-24.0 du/ac
- P-UC (Public Utility Corridor)

Note: Medians are conceptual in nature and any median breaks shall be identified in future construction documents.



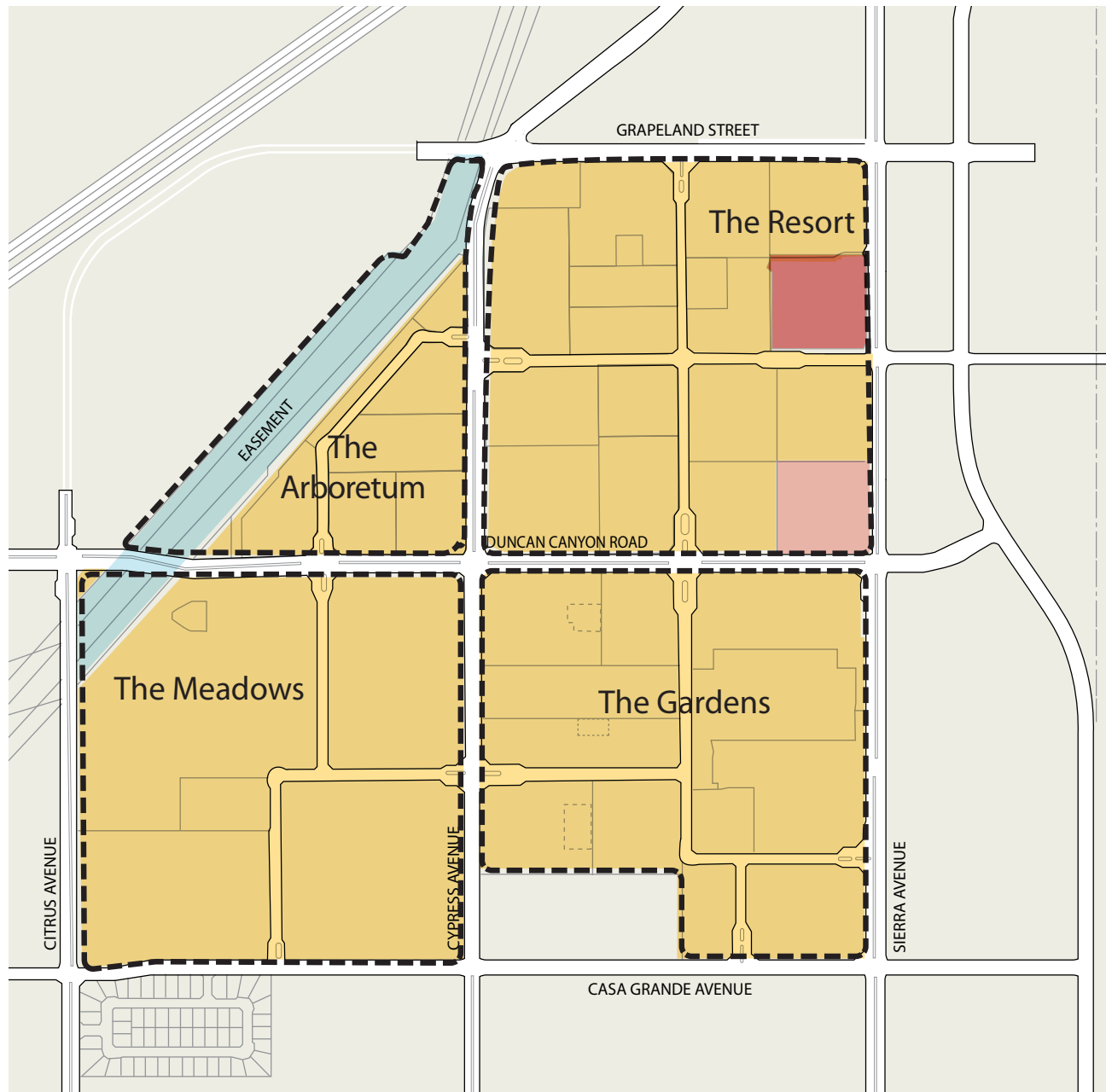


GENERAL PLAN LAND USE

FIGURE 2.2

LEGEND

-  R-PC (Residential Planned Community)
-  C-C (Community Commercial with Activity Use Overlay)
0.1-1.0 FAR
-  C-G (General Commercial with Activity Use Overlay)
0.1-1.0 FAR
-  P-UC (Public Utility Corridor)



Note 1 : Medians are conceptual in nature and any median breaks shall be identified in future construction documents.



**TABLE 2.1
GENERAL PLAN LAND USE DESIGNATIONS**

LU	CURRENT ACREAGE PRIOR TO ORIGINAL SP APPROVAL	PROPOSED ACREAGE	CHANGE IN ACREAGE
RMU	181.3	-	-181.3
R-MF	-	474.9 484.2	+474.9 -484.2
R-PC	275.7	474.9	+199.2 -275.7
C-C	36.0	8.8 18.1 8.8	-27.2 -17.9 27.2
C-G	-	9.3	+9.3
P-UC	31.2	31.2	-
Total	524.2	524.2	-

LU: Land Use Designations
 RMU: Regional Mixed Use
 R-MF: Residential Multifamily
 R-PC: Residential Planned Community
 C-C: Community Commercial
 C-G: General Commercial
 P-UC: Public Utility Corridor

2.4.2 Fontana Zoning Designations

The following City of Fontana zoning designations are existing within the Specific Plan area: R=PC, Residential Planned Community; R-MU, Regional Mixed Use; C-1 Community Commercial; and C-2 General Commercial. An Activity Center Overlay area and a Utility Corridor Overlay area are also found within the Specific Plan boundary. With adoption of this Specific Plan, the project site's zoning will be changed from R=PC, R-MU, C-1, and C-2 to SP (Specific Plan). Development standards are contained in Chapter 8 of this document.

The R-PC R-MF General Plan land use designation will allow development of all residential densities up to, but not exceeding 24.0 dwelling units per acre as identified in the General Plan. The R-PC R-MF designation includes the development of lower density residential uses so long as the proposed densities do not exceed the maximum allowable density in the R-PC R-MF land use category, which is 24.0 dwelling units per acre. It should be noted that the R-PC R-MF General Plan designation does not entitle the entire specific plan area to be developed at a density of 24.0 dwelling units per acre; residential densities must be consistent with the land use plan identified in Figure 4.2, *Overall Land Use Plan*, which provides a mix of low, medium and high density residential planning areas. In addition, any development proposed must not exceed the maximum dwelling units permitted for the entire specific plan area (3,532-total).



2.5 Relationship to Other City Programs

2.5.1 North Fontana Redevelopment Project

The Arboretum Specific Plan falls within the purview of the 8,900-acre North Fontana Redevelopment Project Area. Originally adopted in 1982, the North Fontana Redevelopment Area was established to improve the social and economic condition of the area, which, as a whole, is impacted by flooding concerns due to the Lytle Creek Wash and a lack of major infrastructure. The Fontana Redevelopment Agency has been replaced by the Successor Agency which has authority over the North Fontana Redevelopment Project.

2.5.2 Capital Improvement Program

A Capital Improvement Program (CIP) is a long-range plan of proposed transportation and utility infrastructure projects with single and multiple-year capital expenditures. Construction of the Interstate 15 / Duncan Canyon Road Interchange was completed Fall 2015. This intersection is situated west of the Arboretum Specific Plan project area and will have a significant impact on overall local circulation.

2.6 Environmental Assessment

An Environmental Impact Report (EIR) has been prepared as a companion document to this Specific Plan, and will provide California Environmental Quality Act (CEQA) review for approval of The Arboretum Specific Plan.

2.7 Action Expectations

Numerous statements occur in this plan in the form of policies, standards, and guidelines that define action expectations to successfully implement the plan. The following terms clarify the level of commitment intended in the plan and reflect the expectation or desired outcome. The application of each term to a particular policy or action is a deliberate application of these definitions.

Shall This type of policy will always be followed. Shall represents an absolute commitment to the guidance expressed in the policy. (Similar action words: require, enforce, must, ensure)

May This type of policy will be followed in most cases and exceptions or degrees of implementation are acceptable with valid reasons. (Similar action words: should)

Allow Permit someone else's initiative and support it unless there is a very good reason not to. (Similar action words: permit)

Restrict This type of policy sets specified limits within which action and/or implementation will occur. (Similar action words: control, limit, contain)

Prohibit This type of policy requires steps to actively prevent a specified condition or decision from occurring. (Similar action words: forbid, ban)

2.8 Specific Plan User's Guide

This Specific Plan is organized as detailed below:

Chapter 1 – Vision Identifies the guiding principles of The Arboretum and provides a discussion of the relationship of the project to surrounding uses and adjacent developments.

Chapter 2 – Introduction Includes the document's purpose and intent, authority and scope, relationship to the Environmental Impact Report, and the relationship to the City of Fontana General Plan and Zoning Designations.

Chapter 3 – Context and Conditions Provides general information about the property location, existing site conditions, and opportunities for and constraints on development.

Chapter 4 – Community Structure Describes in detail the community, village, and neighborhood levels of The Arboretum and provides a description of land uses and associated densities by village.

Chapter 5 – Parks and Amenities Describes community-wide parks and amenities programming, conceptual parks and gardens by village, and their corresponding landscape program.

Chapter 6 – Circulation and Streetscape Design Sets forth plans for circulation, enhanced intersection treatments, and entries and monumentation.

Chapter 7 – Design Guidelines and Landscape Contains design guidelines which will define the community character including architecture, walls and fences, and signage, as well as guidelines for the project's arboretum and activity center. This chapter also details the project's landscape design guidelines.

Chapter 8 – Development Standards Includes zoning criteria for the Specific Plan area. These criteria will be applied in the same manner as the Fontana Zoning and Development Code applies to other properties within the City.

Chapter 9 – Phasing and Infrastructure Describes project infrastructure, such as sewage, water, drainage, grading and solid waste, as well as public services and phasing.

Chapter 10 – Administration Sets forth administrative procedures for implementing the Specific Plan.

Appendix A – General Plan Consistency Details the consistency of the Specific Plan with the goals and policies in the City of Fontana General Plan.

Appendix B – Community Gardens Provides a guide to potential thematic garden opportunities for The Arboretum.

Appendix C – Infrastructure and Assessment Estimates Delineates infrastructure and assessment estimates associated with the Arboretum Specific Plan.



This page intentionally left blank.



Chapter 3.0

Context and Conditions

The Arboretum Specific Plan area is located in the northern portion of the City of Fontana, in west San Bernardino County, approximately 50 miles east of the City of Los Angeles and 16 miles north of the City of Riverside. Interstates 10 (I-10) and 15 (I-15) and Highway 210 provide regional access to The Arboretum and to the City of Fontana. Figure 3.1, *Regional Location*, shows the regional location of the Arboretum community.

3.1 Regional Context

Situated within an area containing a mixture of developed properties and undeveloped natural areas, The Arboretum is a substantial component of the remaining development context of northern Fontana. The Arboretum Specific Plan area is located adjacent to established residential neighborhoods in northern Fontana, eastern Rancho Cucamonga, and western Rialto. Undeveloped hills and single-family residential properties characterize the majority of surrounding land uses. Northwest of the Specific Plan area are the foothills of the San Gabriel Mountains and to the northeast lie the foothills of the San Bernardino Mountains—both major landforms in northern Fontana as well as Southern California. The Lytle Creek Wash is another major geographical feature northeast of the project area.

3.2 Local Context

Figure 3.2, *Local Vicinity*, shows the property boundaries of the Arboretum community and the local vicinity. The property encompasses approximately 531.3 gross acres bounded on the northwest by a utility easement corridor, on the east by Sierra Avenue, on the south by Casa Grande Avenue, on the west by Citrus Avenue, and on the north by Grapeland Street.

3.3 Existing Circulation and Site Accessibility

Access to individual development areas within The Arboretum Specific Plan area will be made possible predominantly from existing roads, including Citrus Avenue, Sierra Avenue, Duncan Canyon Road and Casa Grande Avenue, and the completion of new collector streets. Grapeland Street also runs to the northwest of the project area.



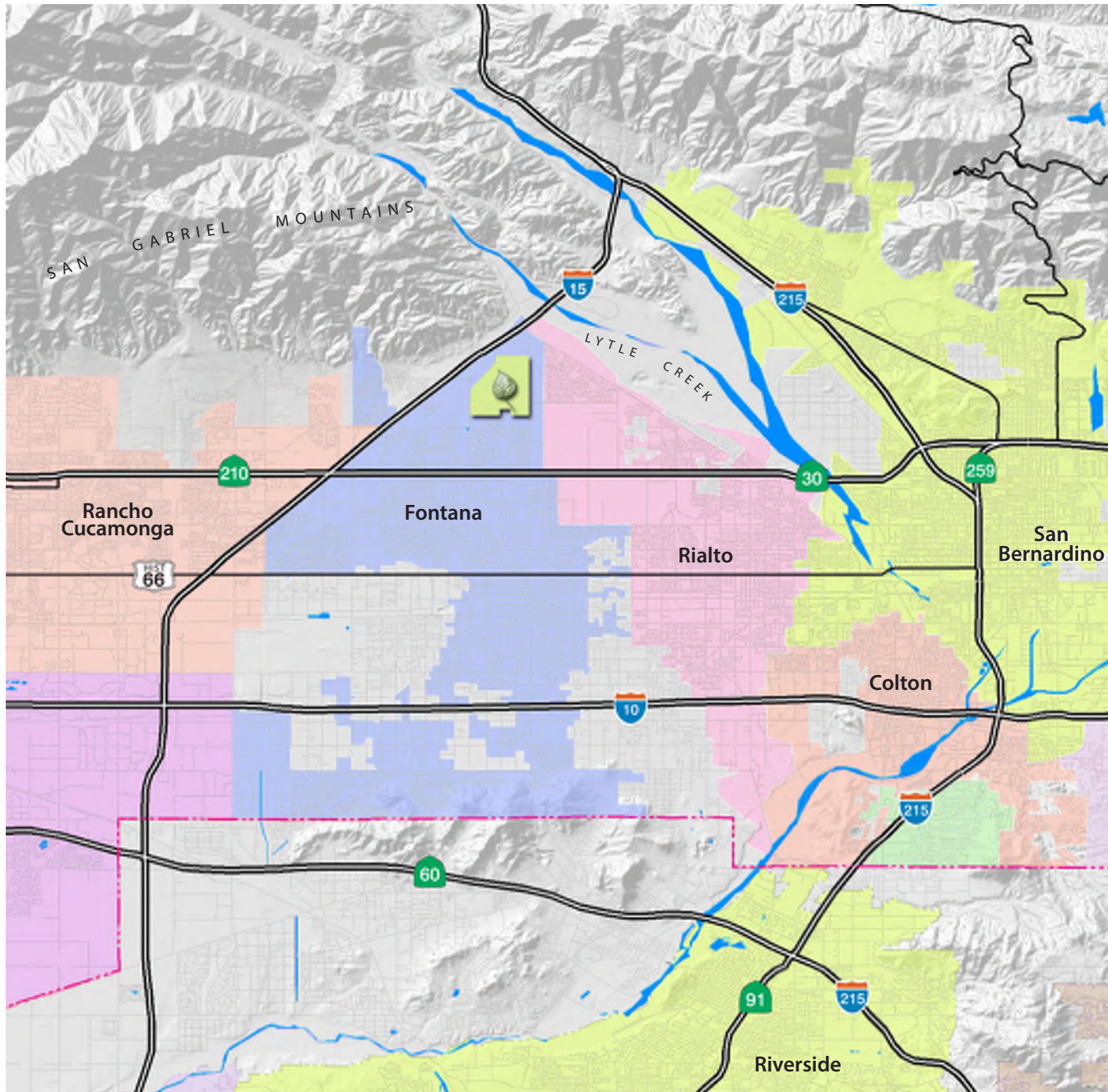
Views of the existing project area

3.4 Surrounding Land Uses and Development

The foothills of the San Gabriel and San Bernardino Mountains provide a striking natural backdrop to the north and east of the Arboretum site. Surrounding residential properties are characterized primarily by single-family detached homes. Other uses surrounding The Arboretum include a water reservoir tank located southwest of the project site near the intersection of Citrus Avenue and Summit Avenue, and two utility corridors, one gas and one electric, forming the northwestern border of the project area. An existing Southern California Gas facility is situated within the project area northeast of the intersection of Duncan Canyon Road and Citrus Avenue.

3.4.1 Nearby Specific Plans

Several specific plans are located near the Arboretum Specific Plan area, as shown on Figure 3.2, *Local Vicinity*. The Ventana at Duncan Canyon Specific Plan is located directly to the west of the Arboretum Specific Plan project area and is approximately 103 acres. The Ventana project provides for the development of a mixed-use community with 842 residential condominium units and approximately 387,500 square feet of retail commercial uses. In addition, 187,000 square feet of business park, corporate office, hotel, restaurant, and research and development uses are proposed along the northwestern boundary of the site, north of Duncan Canyon Road. The Citrus Heights North Specific Plan (now called Shady Trails)



REGIONAL LOCATION
FIGURE 3.1

is located to the southwest of the Arboretum Specific Plan and is 210 acres. This community contains approximately 1,100 homes, several parks, and a recreation center. The Summit at Rosena Specific Plan is located adjacent to the Arboretum Specific Plan project area and is 185 acres. The Summit at Rosena project shares a common boundary with the Arboretum Specific Plan along the southeastern edge of the site and includes 900 homes, a 19-acre passive park, a 750-student elementary school, and an 8-acre mixed-use community commercial area. The Sierra Lakes Specific Plan is located south of the Summit at Rosena project and is approximately 700 acres. This community contains 1,850 homes surrounding a golf course and clubhouse, 62 acres of retail, and a 20-acre park.

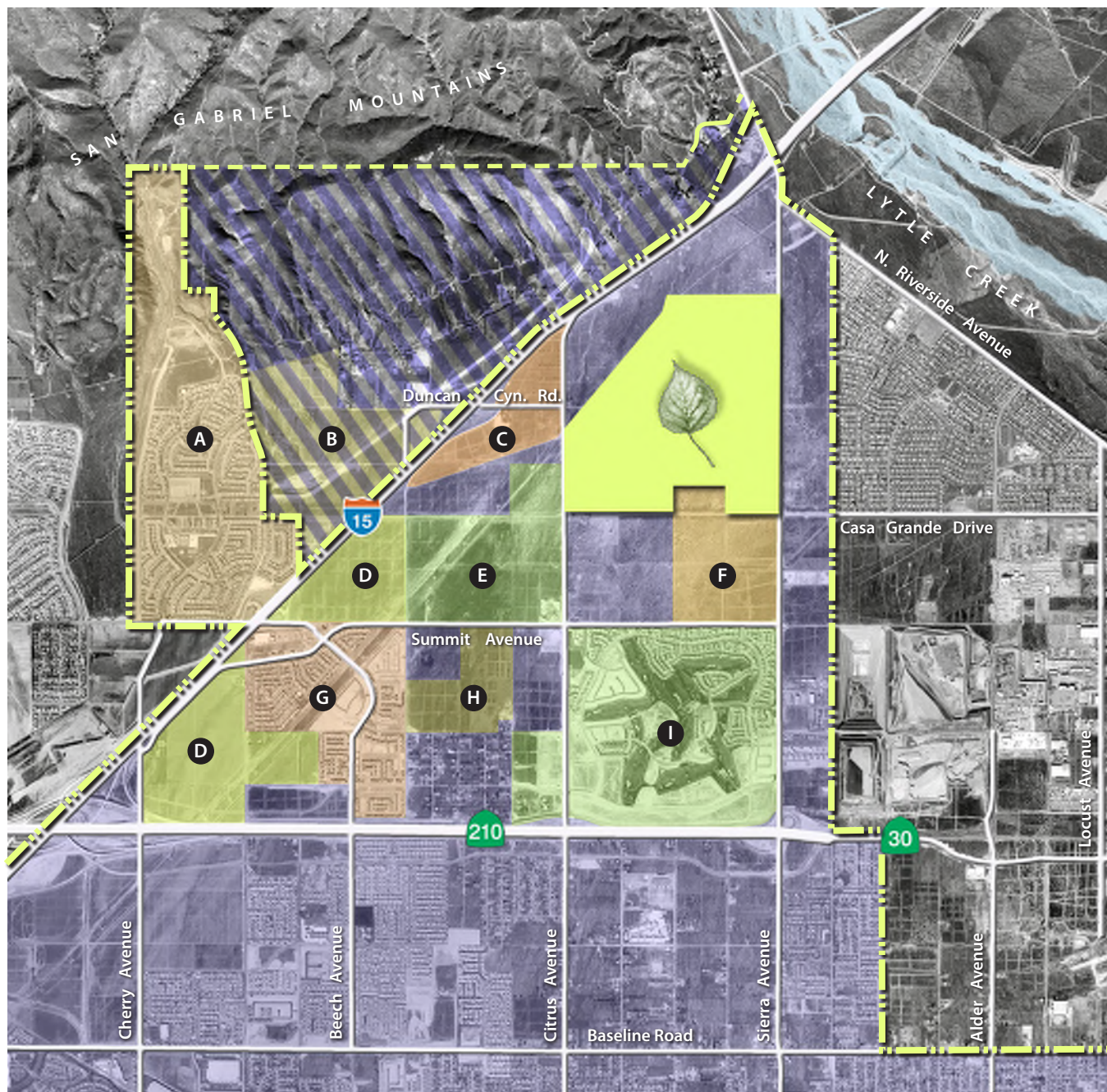
The Arboretum represents the largest remaining unentitled area in northern Fontana. The land uses proposed within the Arboretum are compatible with and complementary to the land uses identified within the specific plans mentioned above.

3.4.2 Proximity to Future Corporate Corridor

Located in the area between the Arboretum site and I-15, the Corporate Corridor is envisioned by City leaders as a collection of signature office and industrial uses. With high visibility from the freeway, the Corporate Corridor will promote the economic strength and employment base of the City. Residential uses in The Arboretum would provide housing opportunities near the Corporate Corridor, and the Corporate Corridor will provide local jobs and possibly retail commercial uses for the Arboretum community. In essence, rooftops are needed to support new jobs in the area and the proximity of the The Arboretum to the Corporate Corridor provides an opportunity to create an optimal jobs-housing balance within the City and region.

3.4.3 Nearby Parks and Recreation

Located just southwest of The Arboretum is a public park called Fontana Park. Bounded by Lytle Creek Road on the west, Summit Avenue on the south and Knox Avenue on the east, the Fontana Park and Community Center provides 40 acres of recreational amenities to the Fontana community at large. This regional amenity will offer a skate park, state-of-the-art aquatic center, community center, and large formal park, all within close proximity to The Arboretum. These amenities also provide additional recreational opportunities that complement the project-specific amenities proposed in The Arboretum Specific Plan. Since the Fontana Park site is located adjacent to the same SCE easement that borders the Arboretum project area, The Arboretum provides a trail, located within the SCE easement, connecting the park to the community. Please see Figure 5-1, *Parks and Open Space Plan*, for further details.



LOCAL VICINITY

FIGURE 3.2

LEGEND

- Arboretum Project Area
- City of Fontana
- Fontana Sphere of Influence
- A Hunter's Ridge Specific Plan
- B Coyote Canyon Specific Plan
- C Ventana Specific Plan
- D Westgate Specific Plan
- E Citrus Heights North S.P.
- F Summit at Rosena S.P.
- G Summit Heights Specific Plan
- H Citrus Heights S.P.
- I Sierra Lakes Specific Plan





View of the existing project area

3.5 Existing Project Area

Located at the foothills of the San Gabriel Mountains, the Arboretum Specific Plan site is, for the most part, characterized by the gently sloping alluvial plain on which it is situated. Mostly vacant and undeveloped, the site contains a few mature trees that dot the landscape as well as some areas containing scattered rocks, which are envisioned to be reused where feasible in landscape or park areas. These rocks were deposited by the Lytle Creek Wash that once extended into the site before it was diverted for agricultural and flood control reasons. Several opportunities enjoyed by the Arboretum project location are discussed below.

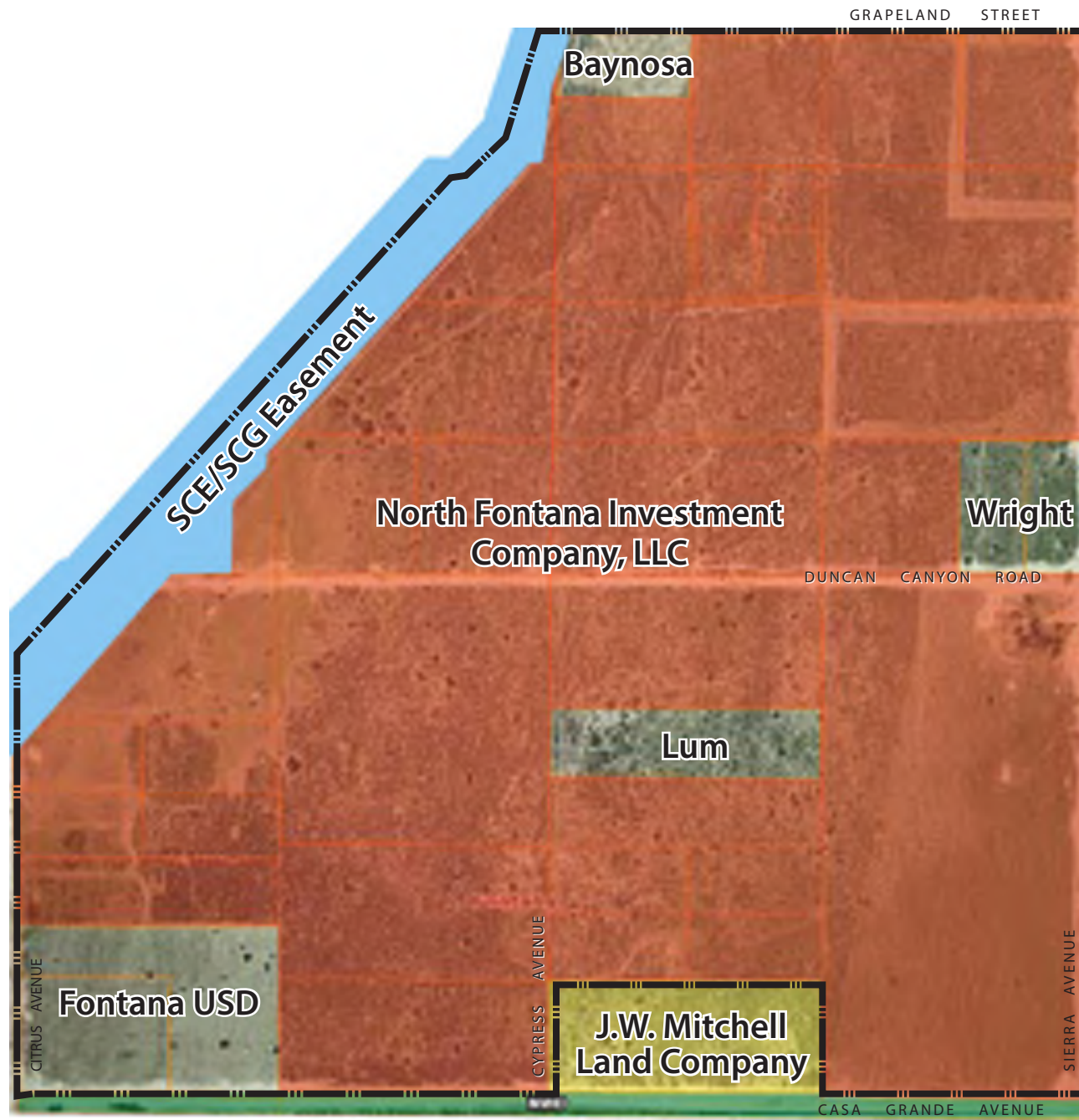
The backdrop of the Arboretum project area is defined by the views of the San Gabriel and San Bernardino Mountains. The mountains provide a dramatic setting for the community and a rich visual experience for its residents.

The Arboretum Specific Plan area is highly accessible within the development context of North Fontana. With access to Interstate 15 provided by **main major** corridors that bound the project area, such as Citrus and Sierra Avenues, a circulation hierarchy already exists on a local scale that connects the project to the local and regional circulation network. Thus, existing roadways serve as the project boundaries for the four easily identifiable villages within the project, and create an efficient roadway network. In addition, the size of the villages framed by the existing circulation pattern allow for walkability and efficient pedestrian circulation within each village. Figure 6.1, *Circulation*, identifies the boundaries and circulation system for The Arboretum.

3.6 Property Ownership

There are seven different property entities in The Arboretum project area. Figure 3.3, *Property Ownership*, displays the ownership pattern as of April 2008.

PROPERTY OWNERSHIP
FIGURE 3.3



Prepared: 4/9/08 Source: North Fontana Investment Company, LLC

3.7 Topography and Hydrology

The topography of the site slopes gently at approximately 3.2 percent north to south, as shown in Figure 3.4, *Existing Topography*, and is part of a flat to gently sloping alluvial plain. The elevation of the site ranges from approximately 1,710 feet to 1,905 feet above mean sea level. No significant surface water resources cross the site and stormwater generally drains down-gradient from the northeast to the southwest following the gently sloping topography. No active faults cross the property and there are no areas within the site that are susceptible to rockfalls, small slides, slumps, or liquefaction.

Soils and geologic conditions present no significant constraints to grading. Grading is expected to balance on-site and will not require import or export of materials. Thus, the topography of the Arboretum site can be seen as an opportunity, as stable development pads for residential structures and amenities will be easily accomplished. For more detailed information on grading within the Arboretum, see Chapter 9, *Phasing and Infrastructure*.

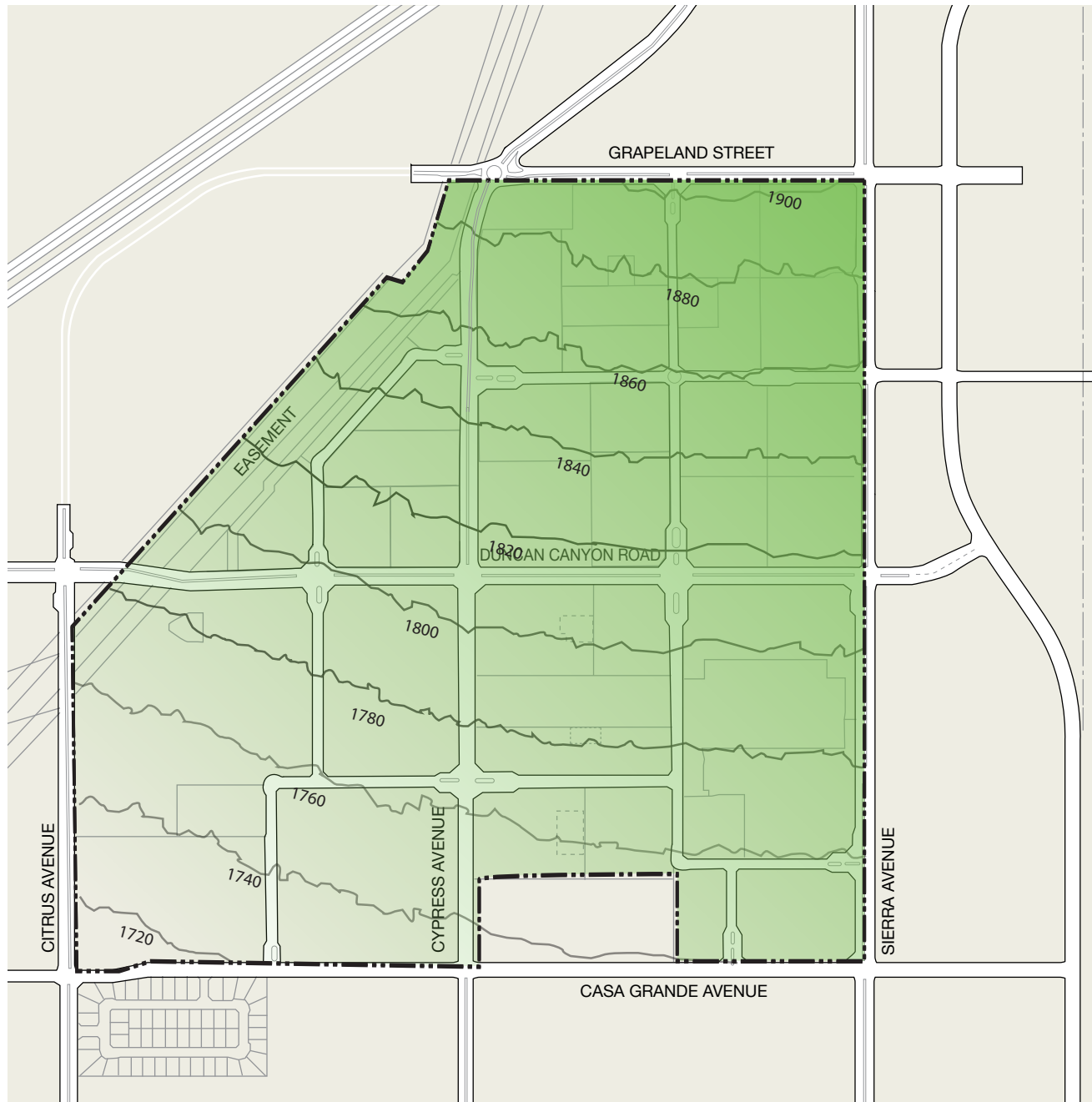
3.8 Geology and Soils

According to the City of Fontana General Plan, the Arboretum site is situated on geologically young alluvium emanating from the San Gabriel Mountains and forming the Lytle Creek Fan. These young sediments are underlain by older alluvial fan deposits, and at great depth, by crystalline bedrock similar to that exposed in the nearby mountains. Scattered, slightly elevated remnants of the older fans are exposed at the surface where they have not been buried by the younger sediments and consist primarily of poorly to crudely stratified sand, gravel, and small boulders. The geology and soils of the Arboretum project site do not present risk for slope instability, collapse, settlement, expansion, or subsidence. However, according to the Fontana General Plan, portions of development at the base of the San Gabriel mountains may be susceptible to runoff, sedimentation, and small slope failures from adjacent hills. Thus, the site may be subject to mountain drainages that, under the right geologic and climatic conditions, can produce destructive debris flows, especially in winters following wildfires.



EXISTING TOPOGRAPHY

FIGURE 3.4





View of the existing project area with the foothills of the San Gabriel Mountains in the background.

3.9 Biological Resources

The Arboretum site is primarily vacant or undeveloped with a few mature trees and rocks scattered throughout the project area. As identified in the City of Fontana General Plan, the majority of the property contains Riversidean alluvial fan sage scrub (RAFSS). RAFSS vegetation grows on the sandy, rocky deposits of streams that experience infrequent episodes of flooding at the base of the San Gabriel Mountains. Typical plant types found within RAFSS include California sagebrush, California buckwheat, yerba santa, yucca, cholla cactus, white sage, and scalebroom. The RAFSS plant communities or habitats found within the City and its sphere of influence are considered a sensitive biological resource by several regulatory and conservation agencies, including USFWS, CDFG, and CNPS. The foothills of the San Gabriel and San Bernardino Mountains to the northwest and northeast of the property contain some Riversidean sage scrub (RSS); however, no RSS is found within the project area.

Other portions of the property contain nonnative annual grasslands, which are disturbed areas in which the native plant species have been replaced over time with opportunistic, nonnative plants. These species include wild oat, brome, and Mediterranean schismus, as well as some native wildflowers, such as popcorn flower and fiddleneck. This habitat is particularly valuable as foraging area for several species of bird, such as Northern harriers, burrowing owls, horned larks, red-tailed hawks, ferruginous hawks, loggerheaded shrikes, and Western tanagers.

The City has developed a Multiple Species Habitat Conservation Plan (MSHCP) for north Fontana to address possible impacts to federally listed species potentially occurring on vacant lands in north Fontana. USFWS has designated Critical Habitat for SBKR and the California Gnatcatcher that includes portions of north Fontana. The proposed MSHCP will include most of the vacant lands north of Summit Avenue, including lands designated as open space within the City's Sphere of Influence north of the Coyote Canyon Specific Plan area. The project shall be in accordance with the City's Interim Program until the MSHCP has been adopted.

3.10 Environmental Considerations

There are several environmental considerations for the Arboretum project site. The following issues are addressed in more detail, where appropriate, within the Arboretum Specific Plan Environmental Impact Report (EIR).

3.10.1 100-year Flood Hazard Area

Due to the project area's proximity to the Lytle Creek Wash, a large portion of the Arboretum property is located within a 100-year flood hazard area as identified by Federal Emergency Management Agency (FEMA) Flood Insurance Rate maps (FIRM). A Letter of Map Revision (LOMR) was obtained for this project in December of 2007.

3.10.2 Potential Habitat for Sensitive Wildlife

As identified in the City of Fontana General Plan, the Arboretum project area is designated as critical habitat by the California Natural Diversity Database (CNDDDB) for both California Gnatcatcher and San Bernardino Kangaroo Rat. Respective studies were completed on June 12, 2007, and June 19, 2007, which found that there was no occurrence of these two species within the Specific Plan area. The site is also listed as potential habitat for sensitive wildlife for raptors.

3.10.3 Earthquake Faults

As identified in the City of Fontana General Plan, an inferred fault or groundwater barrier, known as Barrier J, runs along the north east portion of the site. Barrier J is not a known active earthquake fault nor does it have surface expression. However, is it important to note that the presence of Barrier J is characteristic of the overall seismic character of the north Fontana area, referred to as the “Fontana Seismic Trend” in the Fontana General Plan. Implications for development are discussed in more detail within the Arboretum Specific Plan EIR.

3.10.4 Wind

The Arboretum site experiences occasional strong, gusty winds from the Cajon pass north of the project site. Design techniques such as landscape plantings in the form of windrows and building orientation can help to offset the impact of the strong winds.

3.11 Program and Partnership Opportunities

Many opportunities to establish programs and partnerships exist in conjunction with the Arboretum project. Programs and grassroots community health initiatives, such as the Norton Neighborhoods program of Loma Linda Medical Center (formerly known as Healthy Cities, Healthy Communities) and the Healthy Fontana program directly align with the project’s objectives of creating a sustainable community. Additional programmatic opportunities that support recreation, lifelong learning, and community involvement will be encouraged.

There are also numerous partnership opportunities that can be explored to provide unique community features within The Arboretum. Examples of potential community partners include groups and businesses such as: The Fontana Unified School District; Rain Bird; Sunset Magazine; The Red Cross; Boys & Girls Club; Library Services; and Fontana Community Services and Recreation Department. In addition, the Master Developer will coordinate with SCE for recreational and other community-serving uses within the existing utility corridor that borders the project site on the northwest. Partnerships with entities such as Monrovia Nursery or organic farming operations are envisioned in this area.



This page intentionally left blank.



Chapter 4.0

Community Structure

The Arboretum will be developed to accommodate residents of varying life stages and lifestyles and will accommodate a broad range of residential housing types and amenities that respond to the needs of its residents. The array of residential products will serve many facets of the residential market, such as families, single professionals, first-time homebuyers, those looking for move-up housing, emptynesters looking to downsize, and active adults. The villages have also incorporated recreational amenities customized to the unique needs of different groups, laying the foundation for a harmonious balance between the natural and built environment, and an enhanced quality of life for residents, achieved by living and caring for the landscape. It is this relationship between people and environment, affected through a system of parks, gardens, and trails, that ties the community structure of The Arboretum together.

The community structure of The Arboretum is comprised of three levels of community design: the community, village, and neighborhood. The design guidelines and development standards of this Specific Plan are crafted to address the different scales of community structure inherent in this three-tiered approach. The land use concept discussed in detail in this chapter is also a result of careful consideration of the interaction of these three levels of community design.



4.1 Community

The Arboretum is envisioned as a master-planned community on ~~524.2~~ ~~525.7~~ ~~524.2~~ gross acres and will contain a maximum of 3,532 residential units; ~~8.8~~ ~~9.2-acres of community commercial~~; ~~9.3 acres of general commercial~~; two school district sites; private and public recreational facilities; and an activity center. The overall design of The Arboretum land use plan was intended to achieve a collection of villages embodied within an arboretum landscape, as discussed in Chapter 1, *Vision*. The Arboretum land use plan is crafted to take advantage of the scenic mountainous backdrop of the San Bernardino and San Gabriel Mountains and the proximity to the City's future Corporate Corridor located just to the north and west of the Arboretum project area.

Several overarching themes of The Arboretum contribute to the comprehensive community structure; sustainability, social infrastructure, lifelong learning, and community partnerships are all core components of the Vision for The Arboretum (and are discussed in more detail in Chapter 1, *Vision*, of this Specific Plan). These themes are carried throughout each village and, ultimately, neighborhood to create a unified, cohesive community structure. Thus, community level elements of this Specific Plan address development throughout the entire project area.

4.2 Village

The Arboretum community is composed of four villages, roughly defined by the existing circulation pattern of arterials that divide the Arboretum property into four quadrants. As shown on Figure 4.1, *Village Structure*, The Meadows, The Gardens, The Resort, and The Arboretum are four distinct areas within The Arboretum project area. Each village will provide different housing opportunities within the community.

The architectural styles and assortment of gardens included in each village will be reflective of the residential product types and associated lifestyles found there. However, community-level theming and design will be incorporated throughout each village, responding to the villages' residential product type while still carrying through the elements of the Arboretum Vision that comprise the community structure. In essence, each village will offer a distinct character while retaining an overall community identity.

4.3 Neighborhood

Individual neighborhoods will be created within each village; this is the third level of The Arboretum Specific Plan, which contains individual development areas, referred to as "planning areas."

These planning areas were formed on the basis of clustering development. Each planning area will have unique characteristics, but will be integrated into the broader, cohesive collection of residential villages. Collectively, the various planning areas will form the interlinked Arboretum community through complementary architectural and landscape themes, a network of community trails, and common recreational amenities strategically positioned throughout the community, as seen in Figure 4.2, *Overall Land Use Plan* and Figure 6.18, *Pedestrian Circulation, Bikeways and Trails Plan*.

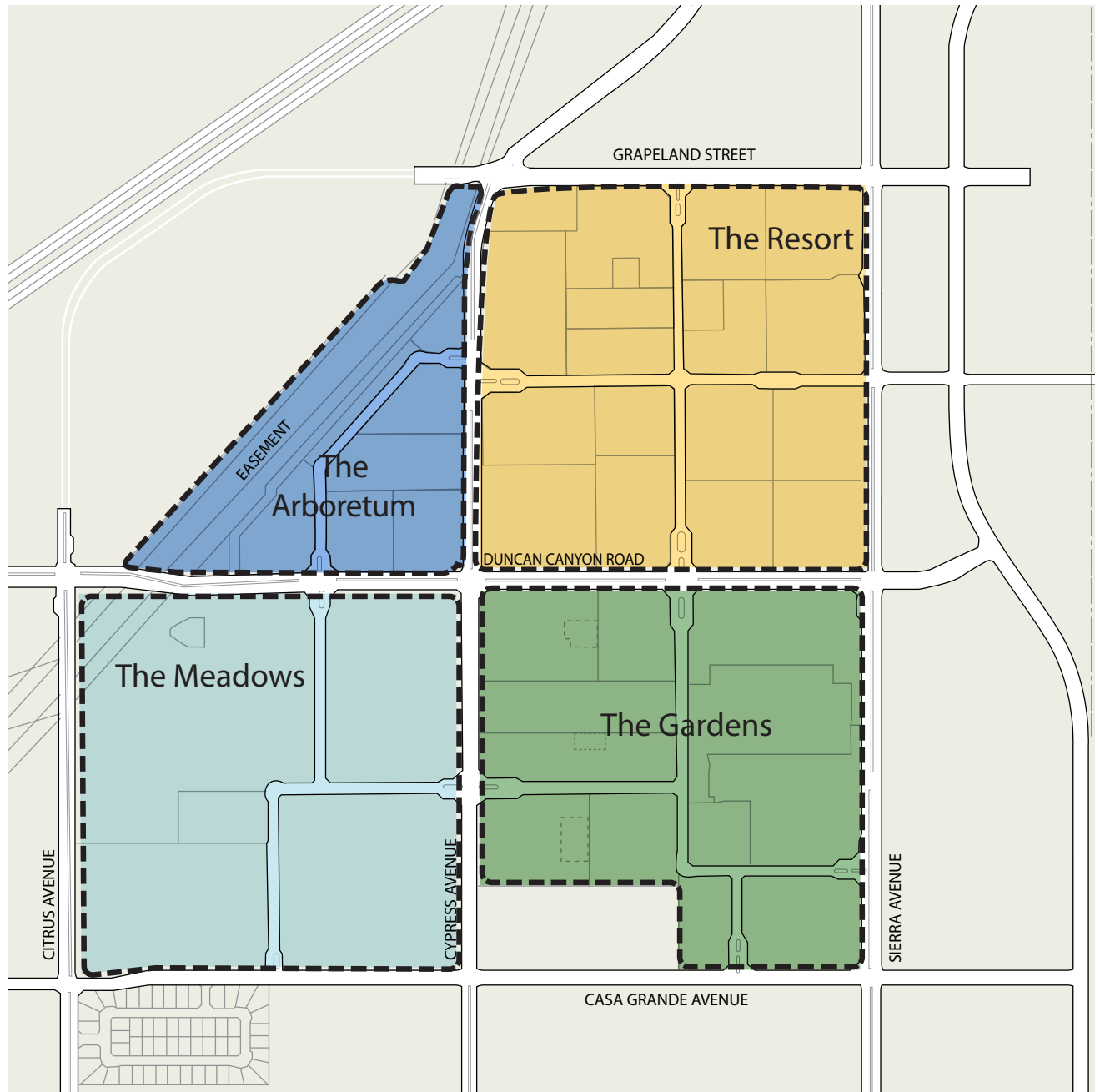
Neighborhoods within The Arboretum will be formed in part by individual land uses, the composition of residential product types, and internal street patterns. However, these neighborhood-level delineations are not absolute; this level of detail will be more thoroughly fleshed out at the tentative tract map stage of the development process. Likewise, actual residential lotting and selection of specific recreational amenities will not be determined until the tentative tract map stage. Given that the development areas and specific product types are not identified in the specific plan, fencing/gating requirements for each residential development which has a density of seven (7) units per acre or greater, or is being developed at multi-family standards shall be at the discretion of the Director of ~~Planning or their designee Community Development~~. The Director of ~~Planning or their designee Community Development~~ shall also have discretion as to the nature or extent of gating at the Gardens Village. The Design Guidelines and Development Standards contained in Chapters 7 and 8 of this Specific Plan, respectively, will ensure uniformity of use and design as it pertains to zoning and community character.

Although individual neighborhoods will not be delineated or discussed within this document, they are integral to the overall Arboretum Plan. For instance, the intimate spaces created through this Plan's emphasis on indoor/outdoor living are dependent upon an individual development's compliance with the standards and guidelines contained in this document. As a result, the community structure of The Arboretum extends all the way to the neighborhood level.



VILLAGE STRUCTURE

FIGURE 4.1



4.4 Land Use Objectives

The Arboretum Specific Plan provides for a long-range comprehensive planning approach that cannot be accomplished solely by designing the site at a parcel level. To achieve this goal, a number of important issues were considered during the preparation of this Specific Plan document, including the City of Fontana's Zoning and Development Code, General Plan and other regulatory policies, as well as engineering feasibility, environmental constraints, market acceptance, economic viability, development phasing, and local community goals. To ensure the functional integrity, economic viability, environmental sensitivity, and positive aesthetic contribution of the Specific Plan to the north Fontana area, this extensive analysis was used to establish the following list of project objectives. The Arboretum project intends to:

- Set forth a comprehensive development plan that implements the applicable portions of the City of Fontana General Plan and achieves the City's development goals for this portion of northern Fontana.
- Provide a balance of compatible and complementary residential and recreational land uses in a well-designed master-planned community.
- Provide a community design that establishes four unique residential villages with housing options for diverse ages, lifestyles, and income levels.
- Provide recreational facilities and amenities to meet the needs of the community by incorporating public and private parks, public and private recreation centers, and a pedestrian paseo and bicycle circulation system.
- Contribute to the range of existing housing choices in the north Fontana area by providing both attached and detached housing options in one master-planned community.
- Anticipate marketing needs and public demand by providing homes that will be marketable within the evolving economic profile of north Fontana and the surrounding region.
- Create an aesthetically pleasing and distinct community identity ("sense of place") through the establishment of design criteria for architecture, landscaping, walls, street improvements, signs, entry monuments, and other planning and design features.

- Create a sense of internal community connectivity and enhance the relationship of buildings to the street within the Specific Plan area.
- Create a strong sense of arrival into the project.
- Create a community that has a timeless character, with amenities, architecture, and landscaping that evolves as the community ages.

4.5 Land Use Plan Overview

The Arboretum Specific Plan area will contain a high quality and aesthetically pleasing community composed of residential homes, community commercial, an activity center and recreational land uses on ~~525.7 gross~~ 524.2 acres. Recreational amenities will include public and private gardens and parks, recreation centers, community paseos, and a pedestrian and bicycle circulation system. Actual density (residential uses) and Floor Area Ratio (FAR) (non-residential uses) ranges are determined on a parcel specific basis. Density and FAR are based on adjusted gross acreage, which takes out the area for collector streets and above, public facilities (excluding schools), and open space (excluding parks).

The Land Use Plan for The Arboretum community is illustrated on Figure 4.2, *Overall Land Use Plan*, and includes ~~33.32~~ planning areas. Specific information on each of the planning areas is provided in statistical summaries provided in Tables 4.3–4.6, which focus on individual villages within The Arboretum.

4.5.1 Residential Land Uses

Residential planning areas contain 3,532 dwelling units. The overall adjusted gross density of the project will be 8.4 dwelling units per adjusted gross acre. In conformance with project goals, a variety of single-family detached and high-density attached residential housing styles, sizes, and values are proposed, appealing to a wide range of future Arboretum residents. The housing mix may include homes on traditional single-family lots, detached small-lot and cluster homes, and attached residential homes.

4.5.2 Nonresidential Land Uses

Nonresidential land uses account for ~~85.7~~ ~~76.4~~ acres of the Specific Plan and are comprised of several public and private parks, public and private recreation centers and trails, the signature Arboretum park and gardens, school sites, community commercial and retail uses, an activity center, and local streets. Please see Figure 6.1, *Circulation Plan*, for specific street classifications.

PARKS AND RECREATION CENTERS

As shown in Figures 4.2–4.6, there are several public and private parks and recreation areas within The Arboretum. See Chapter 5, *Parks and Amenities*, for a detailed description of the park amenities in The Arboretum community. Timing for the Arboretum's parks and recreation centers can be found in Chapter 9, *Phasing and Infrastructure*.

The Meadows

The Meadows Village contains a 24.4-acre school site—and a total of 5.9 acres community parkland. As The Meadows is not a gated village, these parks and recreation facilities are open to residents of The Arboretum and the City of Fontana at large. The Meadows will have a minimum of three community gardens which can be integrated into the village's planned parks (see Appendix B, *Community Gardens*). Please see Chapter 5 regarding proposed uses for The Meadows' parks and recreational facilities.

The Gardens

The Gardens Village contains a 3.6-acre private community recreation center and a total of 2.4 acres of private neighborhood parks. While it is the intent that the Gardens Village will be gated, discretion is given to the Director of Planning or their designee Community Development as to the implementation since there are parcels in the village that are not owned by the Developer. The Gardens will have a minimum of five community gardens which can be integrated into the village's planned parks (see Appendix B, *Community Gardens*). Please see Chapter 5 regarding proposed uses for The Gardens' parks and recreational facilities.

The Resort

The Resort Village contains ~~a 3-acre private recreation center~~ 5.7-acre and 2-acre private village parks ~~and a 2-acre private village park connected by a 0.9-acre "Resort Village Paseo"~~. The Resort also includes ~~one three 0.7–0.8-acre private neighborhood parks, and one 0.5-acre private neighborhood park~~. Because the Resort is gated, these parks and recreation facilities are intended to service The Resort Village exclusively. The Resort will have a minimum of five community gardens which can be integrated into the village's planned parks (see Appendix B, *Community Gardens*). Please see Chapter 5 regarding proposed uses for The Resort's parks and recreational facilities.

The Arboretum

The Arboretum Village contains the 10.7-acre signature Arboretum Park that forms the heart of the overall Arboretum community. Each of the four planning areas within the Arboretum Village will be gated and have a private 0.3-acre neighborhood park. Please see Chapter 5 regarding proposed timing for The Arboretum's parks and recreational facilities.

SCHOOLS

The Arboretum will be served by the Fontana Unified School District (FUSD). Students from the Arboretum will attend the proposed 24.4-acre school (grades served to be determined) at the northeast corner of Citrus Avenue and Casa Grande Avenue in the Meadows Village. The development of a 12.1-acre Elementary School #37 adjacent to the Resort Village is planned for the northeast corner of Duncan Canyon Road and Cypress Avenue. In the event that a school is not developed in this second site, it is envisioned that residential units will be developed in its place. For more discussion on the implementation of residential uses in lieu of proposed school sites within The Arboretum, see Chapter 10, *Administration*.

ACTIVITY CENTER

An 8.8-acre activity center will be located at the northwest corner of Sierra Avenue and Duncan Canyon Road. The activity center is intended to serve north Fontana residents and will provide a variety of commercial retail and neighborhood services. An 8.6-acre additional 9.3-acre Activity Center will be located on the northern



side of the mid-block local road off of the Sierra Avenue located at the northwest corner of Terra Vista and Sierra Avenue as an entrance to the The Resort Village. This area will provide retail shopping and other commercial opportunities for residents.

4.5.3 Other Land Uses

“Other” land uses account for 97.9 ~~105.9~~ acres of the Specific Plan and are comprised of perimeter streets, collector streets, and easements. Please see Figure 6.1, *Circulation Plan*, for specific street classifications.

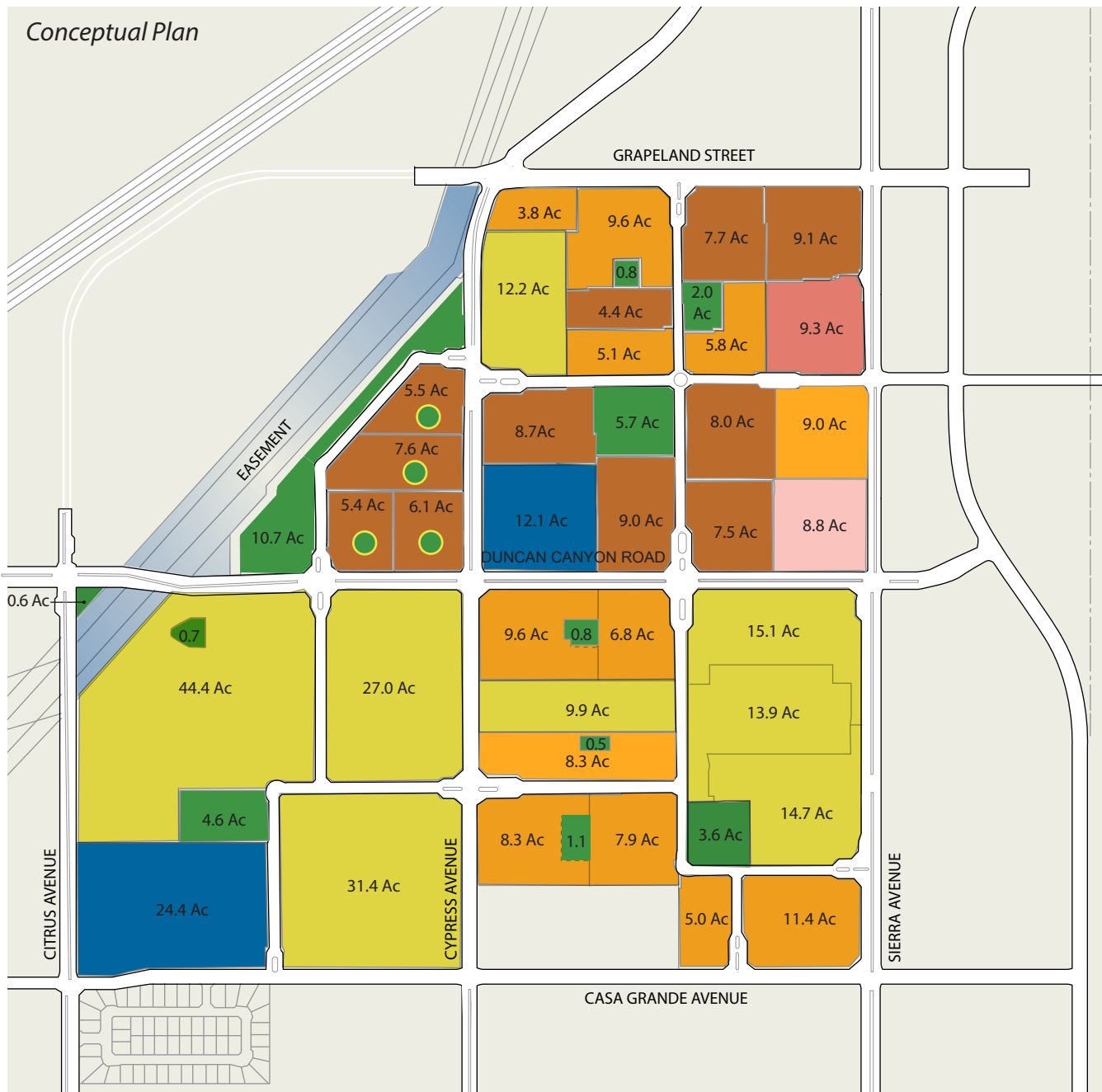
UTILITY EASEMENT

SCE and SCG utility easements comprise 31.2 acres and traverse along the northwestern edge of The Meadows and The Arboretum Villages. Improvements within the utility easements may include partnerships with local businesses, such as organic farming or community nurseries. Any community features or access points proposed within the easement will require coordination with the appropriate utility provider. The Master Developer will propose the improvements to be made in the SCE corridor.

4.6 Land Uses by Village

As the community structure of The Arboretum Specific Plan is for the most part defined by the character of its four individual villages—The Meadows, The Gardens, The Resort and The Arboretum—a breakdown of the land uses contained within each village is provided in this section.

TABLE 4.1 OVERALL STATISTICAL ANALYSIS			
LAND USE	ACREAGE	DEN - SITY RANGE	MAX. UNITS
RESIDENTIAL			
R-PC R-MF 3.0–8.0	<u>168.6</u> 169.3	3.0–8.0	953
R-PC R-MF 8.1–16.0	<u>90.6</u> 107.9	8.1–16.0	<u>1,189</u> 1,243
R-PC R-MF 16.1–24.0	<u>79.0</u> 66.2	16.1–24.0	<u>1,412</u> 1,336
NON-RESIDENTIAL			
Elementary School (Resort)	12.1	–	–
Jr High/High School (Meadows)	24.4	–	–
Neighborhood Parks	<u>6.5</u> 6.3	–	–
<u>General Commercial with Activity Center Overlay</u>	9.3	–	–
<u>Community Commercial with Activity Center Overlay</u>	8.8		
Community Parks	<u>13.9</u> 14.1	–	–
The Arboretum Park	10.7	–	–
<u>Activity Center</u>	<u>8.8</u> 8.8	–	–
Subtotal	<u>85.7</u> 76.4	–	–
TOTAL ADJ. GROSS	<u>423.9</u> 419.8	<u>12.9</u> 8.4	3,532
OTHER			
Perimeter Streets	43.9	–	–
Collector Streets	<u>26.7</u> 30.8	–	–
Utility Easement	31.2	–	–
Subtotal	<u>101.8</u> 105.9	–	–
TOTAL GROSS	525.7	–	3,532



OVERALL LAND USE PLAN

FIGURE 4.2

LEGEND

- R-PC (Residential Planned Community)
R-MF (Residential Multi-Family)
3.0-8.0 du/ac
- R-PC (Residential Planned Community)
R-MF (Residential Multi-Family)
8.1-16.0 du/ac
- R-PC (Residential Planned Community)
R-MF (Residential Multi-Family)
16.1-24.0 du/ac
- C-C (Community Commercial with Activity Use Overlay)
- G-C (General Commercial with Activity Use Overlay)
- School
- Park
- Private 0.3-acre
Neighborhood Park²

Note 1: The east-west paseo connections to the north-south paseo axis may be offset (north or south) depending on product lotting.

Note 21: See Chapter 5 for further information regarding the 0.3-acre neighborhood parks located within the Arboretum Village.



4.6.1 The Meadows

The 155.2 acre Meadows Village includes 102.8 acres for residential use, 24.4 acres for a school (grades served to be determined), 5.9 acres of parks and recreation, and 5.3 acres of utility easement. The average adjusted gross density of The Meadows is 4.4 du/ac.

Density in The Meadows is concentrated around a 4.6 acre community park and a 0.7 acre neighborhood park. A 0.6 acre neighborhood park at the intersection of Citrus Avenue and Duncan Canyon Road will include an identifying corner statement. As envisioned, residential product types may include traditional single-family lots of 4,000, 4,500, 5,000, 5,500, and 6,000-square feet.

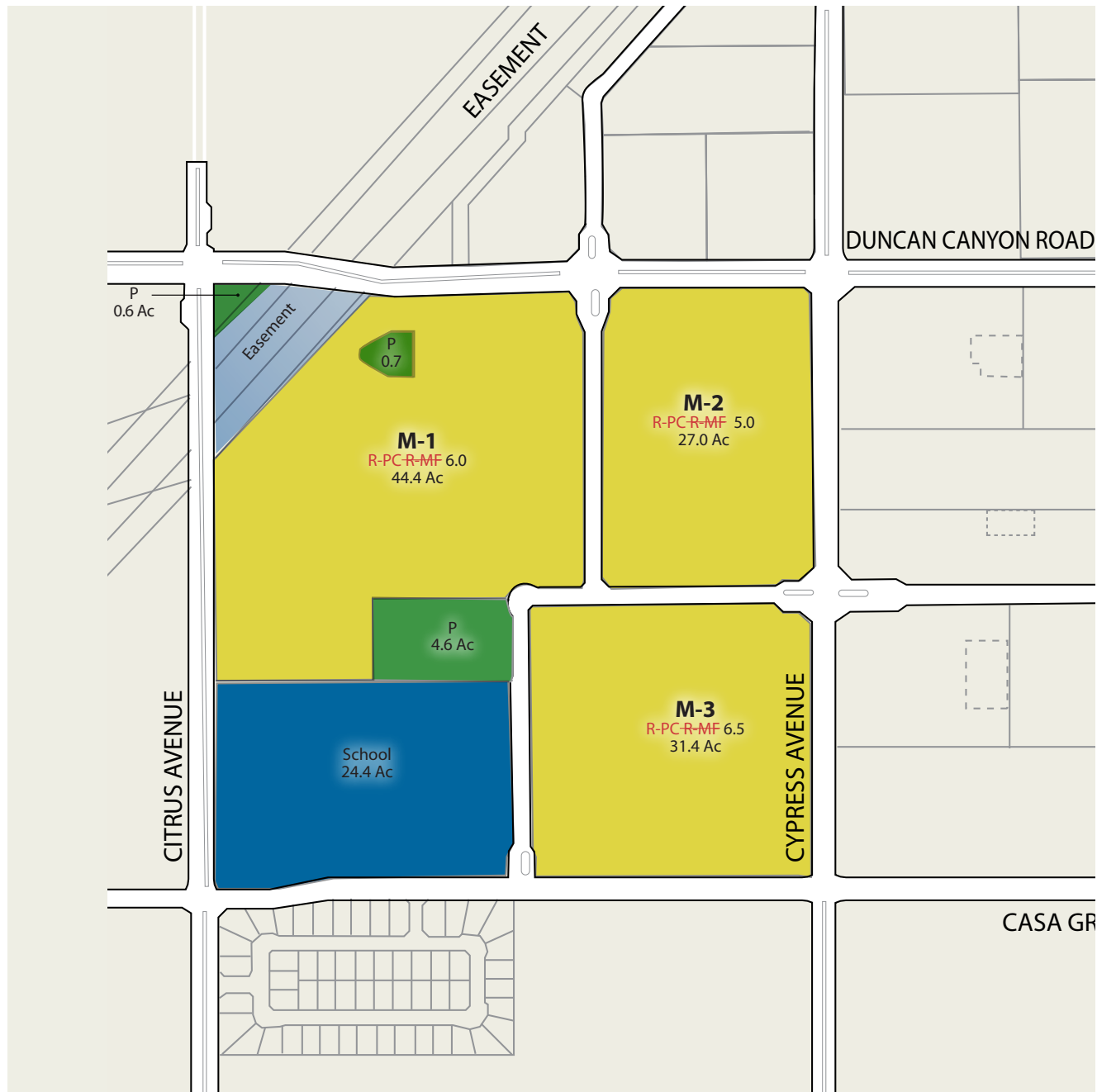
The Meadows is not a gated village. Two primary entries, which are located on Cypress Avenue and Duncan Canyon Road, and one secondary entry, which is located on Casa Grande Avenue, will provide resident and visitor access.

The Meadows will offer a community with education at the heart of the experience, with a school comfortably within walking distance and education through the use of landscape. In addition, community gardens located throughout the village will further promote education through the landscape with child-oriented amenities that may include informative placards, butterfly gardens, rock gardens, sound gardens, and tree planting areas. Additional discussion on these and associated programs can be found in Chapter 5, *Parks and Amenities*.

TABLE 4.2 THE MEADOWS STATISTICAL ANALYSIS					
PA	LAND USE	ACREAGE	DENSITY RANGE	TARGET DENSITY	MAX. UNITS
RESIDENTIAL					
M-1	R-PC R-MF 6.0	44.4	4-6	6.0	261
M-2	R-PC R-MF 5.0	27.0	4-6	5.0	129
M-3	R-PC R-MF 6.5	31.4	6-8	6.5	199
NON-RESIDENTIAL					
	School	24.4	–	–	–
	Neighborhood Parks	1.3	–	–	–
	Community Parks	4.6			
Subtotal		30.3	–	–	–
TOTAL ADJ. GROSS		133.1	–	4.4	589 ¹
OTHER					
	Perimeter Streets	10.5	–	–	–
	Collector Streets	6.3	–	–	–
	Utility Easement	5.3	–	–	–
Subtotal		22.1	–	–	–
TOTAL GROSS		155.2	–	–	589

¹ Note: Proposed development in the Meadows Village Resort Village may allow for the transfer of dwelling units between planning areas in the village area, but must not exceed the maximum gross unit count per village and maximum unit count per planning area without a density transfer.

THE MEADOWS
LAND USE PLAN
FIGURE 4.3



4.6.2 The Gardens

The 138.9-acre Gardens Village includes 114.2 acres for residential use and 6.0 acres of parks and recreation. The average adjusted gross density of The Gardens is 7.8 du/ac.

Density is concentrated on the west side of the village, with high and medium density residential flanking the Cypress Avenue entry into the village and surrounding the community park, and low density residential situated around the periphery of the village. Residential product types may include traditional single family lots of 4,000 to 7,000 and 10,000 square feet, as well as detached cluster homes and attached townhomes.

The Gardens is intended to be a gated village.

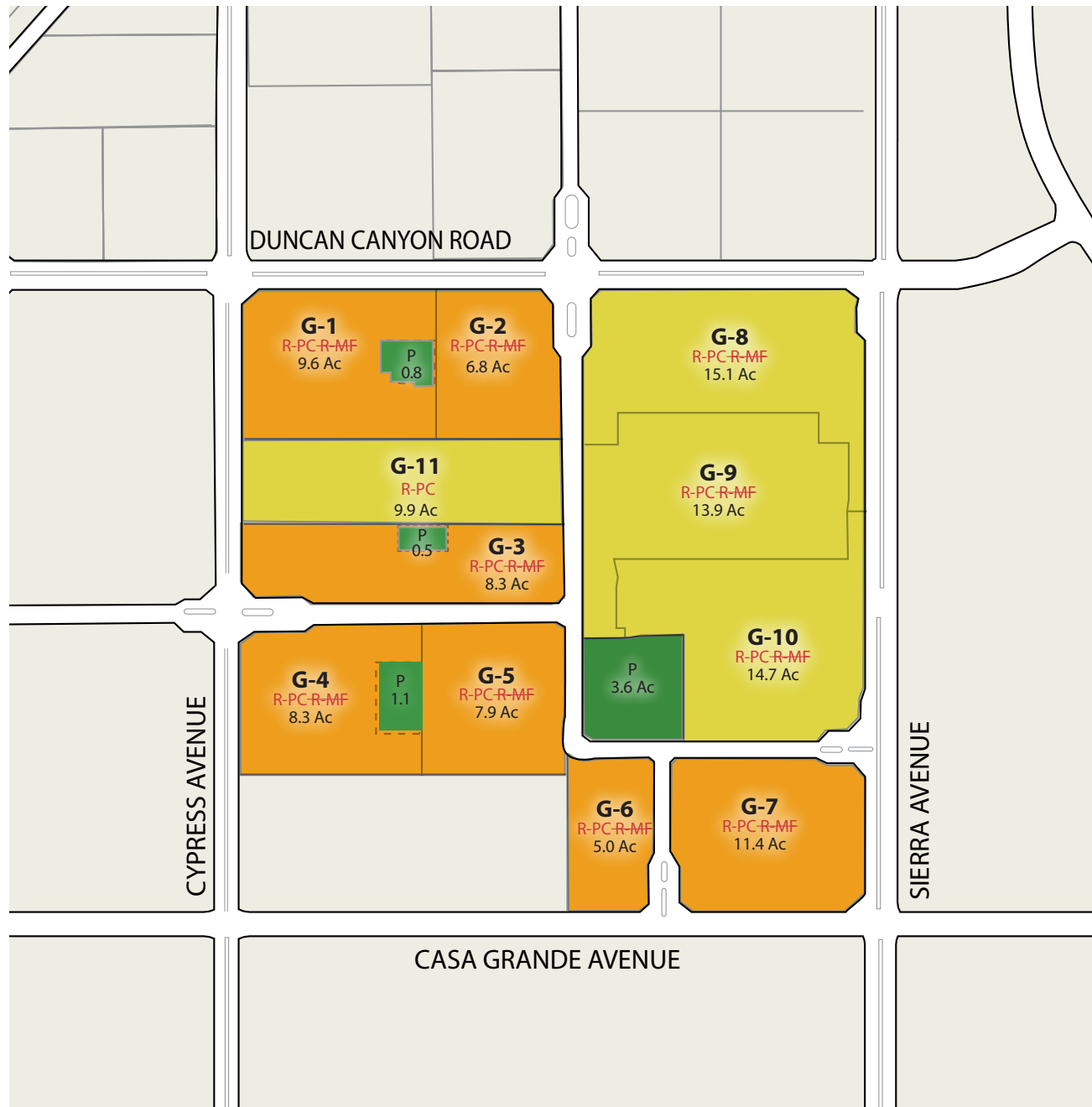
TABLE 4.3 THE GARDENS STATISTICAL ANALYSIS					
PA	LAND USE	ACREAGE	DENSITY RANGE	TARGET DENSITY	MAX. UNITS
RESIDENTIAL					
G-1	R-PC R-MF 9.5	10.1	8 - 12	9.5	100
G-2	R-PC R-MF 14.0	6.8	10 - 15	14.0	98
G-3	R-PC R-MF 10.0	8.6	8 - 12	10.0	90
G-4	R-PC R-MF 10.0	8.5	8-12	10.0	85
G-5	R-PC R-MF 12.0	8.1	10 - 15	12.0	99
G-6	R-PC R-MF 13.5	5.1	10-15	13.5	69
G-7	R-PC R-MF 9.0	12.3	8 - 12	9.0	109
G-8	R-PC R-MF 5.5	15.9	4 - 6	5.5	86
G-9	R-PC R-MF 7.0	13.7	6 - 8	7.0	95
G-10	R-PC R-MF 4.5	14.8	4 - 6	4.5	68
G-11	R-PC R-MF 3.0	9.9	2-4	3.0	30
NON-RESIDENTIAL					
	Neighborhood Parks	2.4	–	–	–
	Community Parks	3.6	–	–	–
Subtotal		6.0	–	–	–
TOTAL ADJ. GROSS		119.8	–	7.8	930 ¹
OTHER					
	Perimeter Streets	12.7	–	–	–
	Collector Streets	6.4	–	–	–
Subtotal		19.1	–	–	–
TOTAL GROSS		138.9	–	–	930

¹ Note: Proposed development in the ~~Gardens Village Resort Village~~ may allow for the transfer of dwelling units between planning areas in the village area, but must not exceed the maximum gross unit count per village ~~and maximum unit count per planning area without a density transfer.~~



THE GARDENS LAND USE PLAN

FIGURE 4.4



4.6.3 The Resort

The 159.6-acre Resort Village includes ~~99.9~~ 101.6 acres for residential use, ~~18.18~~ 8 acres of ~~the Community-General~~ Commercial land use category, 12.1 acres reserved for an elementary school, and 8.5 acres of parks and recreation facilities. The average adjusted gross density of The Resort is ~~10.5~~ 11.2 du/ac.

Generally, in this village, high density residential product surrounds high-amenity and high-activity areas, such as the community commercial retail area and recreational facilities and activity center ~~while lower density residential product surrounds the elementary school site~~. Residential product types may include medium and high density townhomes, 4,000-square-foot-lot single-family homes, and detached cluster homes.

All access to the 12.1 acre elementary school shall be public and no private access points will be provided. If the elementary school site is not ultimately developed, it will have the potential to develop with a land use of medium density residential. See Chapter 10, *Administration*, for more detailed information on development of school sites within The Arboretum community.

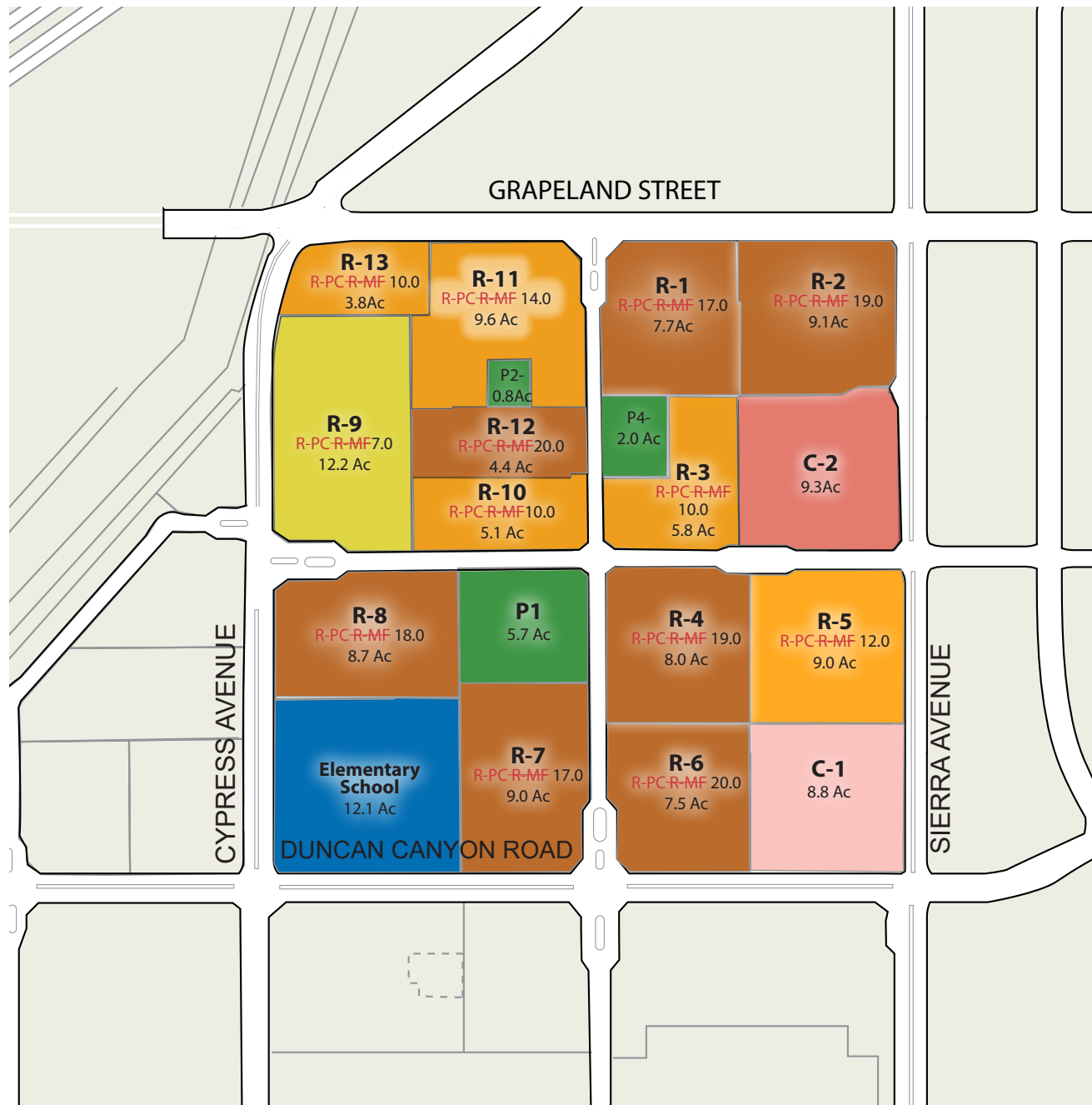
The Resort is a gated village. Two primary gates, which are located on Cypress Avenue and Duncan Canyon Road, will provide resident and visitor access. Two secondary gates, which are located on Grapeland Street and Sierra Avenue, will also provide access.

¹ Note: Proposed development in the Resort Village may allow for the transfer of dwelling units between planning areas in the village area, but must not exceed the maximum gross unit count per village ~~and maximum unit count per planning area~~ without a density transfer.

TABLE 4.4 THE RESORT STATISTICAL ANALYSIS					
PA	LAND USE	ACREAGE	DENSITY RANGE	TARGET DENSITY	MAX. UNITS
RESIDENTIAL					
R-1	R-PC R-MF 10.0 17.0	7.7 10.1	16-20 8-12	17.0 10.0	131 <u>101</u>
R-2	R-PC R-MF 10.0 19.0	9.1 9.5	16-20 8-12	19.0 10.0	173 <u>95</u>
R-3	R-PC R-MF 12.0 10.0	5.8 11.7	10-15	10.0 12.0	58 <u>140</u>
R-4	R-PC R-MF 20.0 19.0	8.0 8.3	16-20	19.0 20.0	152 <u>166</u>
R-5	R-PC R-MF 18.0 12.0	9.0 5.5	8-12 16-20	12.0 18.0	108 <u>99</u>
R-6	R-PC R-MF 7.0 12.0	7.5 5.6	16-20 6-8	20.0 7.0	150 <u>39</u>
R-7	R-PC R-MF 7.0 17.0	9.0 6.6	16-20 6-8	17.0 7.0	154 <u>46</u>
R-8	R-PC R-MF 16.0 18.0	8.7 8.1	16-20 14-16	18.0 16.0	157 <u>130</u>
R-9	R-PC R-MF 14.0 Attached 7.0	12.2 9.0	5-10 14-16	7.0 14.0	85 <u>126</u>
R-10	R-PC R-MF 18.0 Attached 10.0	5.1 7.7	8-12 16-20	10.0 18.0	51 <u>138</u>
R-11	R-PC R-MF 19.0 14.0	9.6 7.5	10-15 16-20	14.0 19.0	135 <u>143</u>
R-12	R-PC R-MF 20.0	4.4 6.0	16-20	20.0	88 <u>120</u>
R-13	R-PC R-MF 10.0	3.8	8-12	10.0	38
R-13	R-MF 20.0-Attached	6.0	16-20	20.0	120
NON-RESIDENTIAL					
C-1	Community Commercial with Activity Center Overlay	8.8			
C-2	General Commercial with Activity Center Overlay	9.3			
	Elementary School	12.1	–	–	–
	Neighborhood Parks	2.6 <u>2.8</u>	–	–	–
	Community Parks	5.7 5.9	–	–	–
	Activity Center	8.8	–	–	–
Subtotal		38.7 29.4	–	–	–
TOTAL ADJ. GROSS		131 18.0 <u>6</u>	–	<u>10.5</u> 11.2	1,463 ¹
OTHER					
	Perimeter Streets	14.0	–	–	–
	Collector Streets	7.01 14.6	–	–	–

THE RESORT LAND USE PLAN

FIGURE 4.5



4.6.4 The Arboretum

The 72.0-acre Arboretum Village includes ~~25.2~~~~24.6~~ acres for residential use, 10.7 acres of The Arboretum Park, and 25.9 acres of utility easement. The average adjusted gross density of The Arboretum Village is ~~15.6~~~~15.3~~ du/ac.

Each of the four planning areas in the Arboretum Village shall be gated. Two primary entries, which are located on Cypress Avenue and Duncan Canyon Road, will provide resident and visitor access.

The Arboretum Village will offer a unique quality of life, with homes ~~in close proximity to~~ ~~oriented around~~ the signature Arboretum Park. Out of the four villages that comprise The Arboretum community, The Arboretum Village provides the highest density residential environment, with proposed housing product including attached townhomes and condominiums and other high-density residential homes. In addition, the residential uses in The Arboretum Village will enjoy connectivity to the utility easement, along which will run a proposed pedestrian and cycling trail that will connect to a larger regional trail system.

Each of the four planning areas within the Arboretum Village will have a private 0.3-acre neighborhood park. Please see section 5.1.5, *The Arboretum - Parks and Amenities*, for possible park amenities.

TABLE 4.5 THE ARBORETUM STATISTICAL ANALYSIS					
PA	LAND USE	ACREAGE	DENSITY RANGE	TARGET DENSITY	MAX. UNITS
RESIDENTIAL					
A-1	R-PC R-MF 22.5	5.5 7.4	20–24	22.5	123 167
A-2	R-PC R-MF 23.0	7.6 5.0	20–24	23.0	174 116
A-3 ¹	R-PC R-MF 19.0 22.5	6.1 5.9	20-24 16–20	22.5 19.0	138 112
A-4	R-PC R-MF 22.5	5.4 6.9	20–24	22.5	121 155
NON-RESIDENTIAL					
	The Arboretum Park (AP)-1	6.3 10.7	–		–
	AP-2	2.1			
	AP-3	2.3			
Subtotal		10.7	–		–
TOTAL ADJ. GROSS		35.3 9	–	15.6 15.3	551 ²
OTHER					
	Perimeter Streets	6.7	–	–	–
	Collector Streets	4.1 3.5	–	–	–
	Utility Easement	25.9			
Subtotal		36.1	–	–	–
TOTAL		72.0	–	–	551

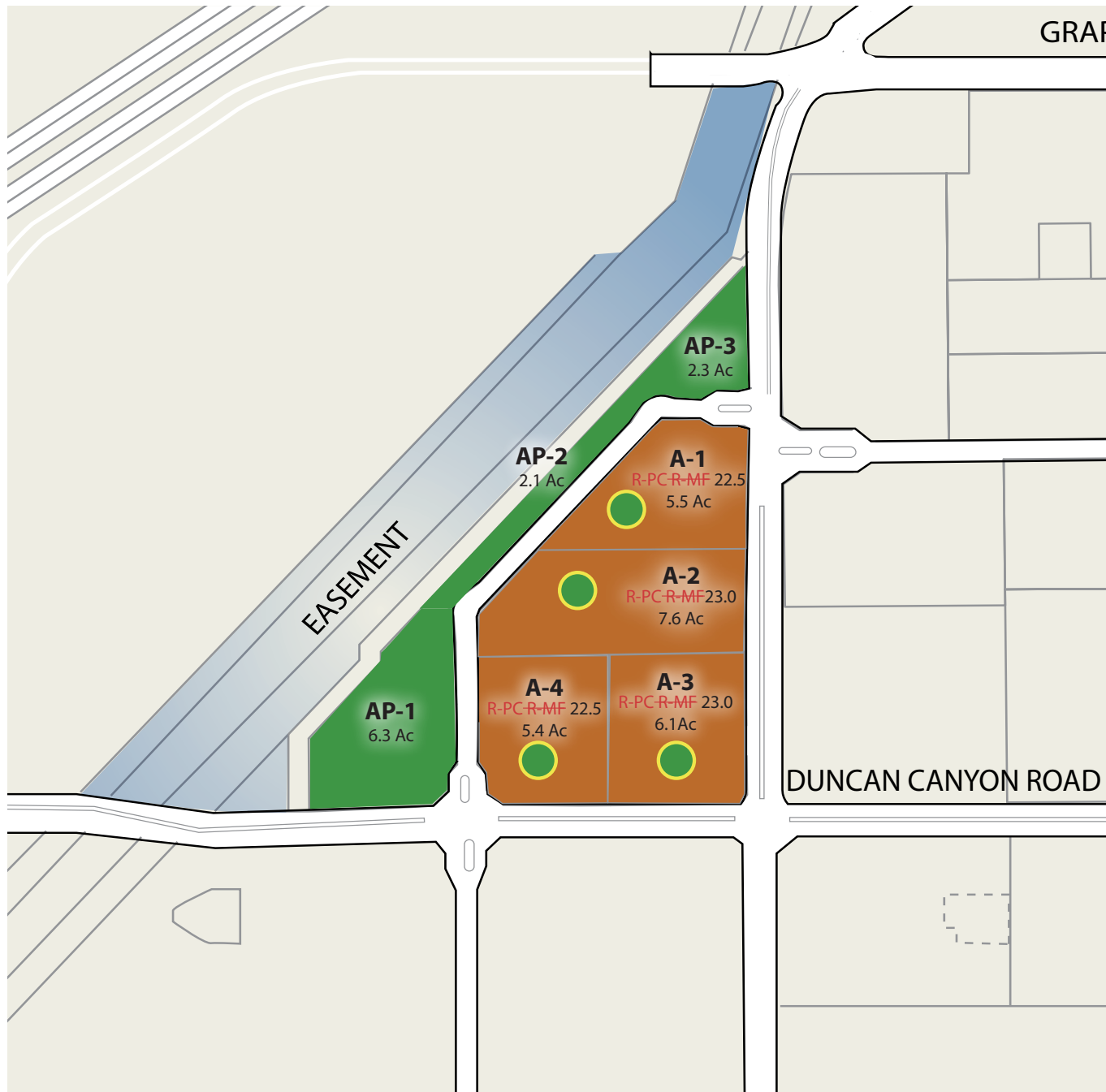
¹ Note: Planning Area A-3 was originally entitled for 136 units and a target density of 23.0. A density transfer occurred as part of the 2021 Specific Plan Amendment to the max units/target density shown in Table 4.5.

² Note: Proposed development in the ~~Arboretum Village~~ ~~Resort Village~~ may allow for the transfer of dwelling units between planning areas in the village area, but must not exceed the maximum gross unit count per village ~~and maximum unit count per planning area without a density transfer.~~



THE ARBORETUM LAND USE PLAN

FIGURE 4.6



This page intentionally left blank.



Chapter 5.0

Parks and Amenities

Homes in The Arboretum are situated within a system of parks and trails centered around an arboretum landscape concept. Recreation centers, parks and gardens, including the community's focal point—The Arboretum Park—will link the community's four villages together.

Not only do The Arboretum's trails and gardens support the overarching principles and arboretum theme, the community's corridors and roadways also serve as a compilation of various tree species and an extension of the community's established collection of plant varieties. In addition, the single-family attached and detached residential units envisioned for this project will have an emphasis on indoor/outdoor living, further supporting interaction with the environment.

The community features and facilities (streetscapes, **paseos**, parks, entries, recreation facility) of The Arboretum shall be designed in materials and styles that evoke feelings of a growing landscape.

The four villages of The Arboretum—The Meadows, The Gardens, The Resort, and The Arboretum—will provide recreational amenities customized to the unique needs and lifestyles of their residents. Please see Chapter 7, *Design Guidelines and Landscape*, for further information regarding the landscape program for the entire Arboretum Community.

5.1 Parks and Amenities Program

The primary open space element and focal point of the community is The Arboretum Park. The proposed Arboretum Park, with its thematic gardens, botanical garden and trails, is a landmark amenity and will be open to the public and enjoyed by residents and visitors citywide.

A primary goal in designing these parks and gardens in The Arboretum is to provide activities suitable for a variety of ages and activity levels, thereby supporting many life stages. All residential development with densities of 8.1-24.0 and all alley loaded products shall be within a 3-minute walk (800 feet assuming a walking pace of 3 miles per hour) of a barbecue and tot lot facility. Neighborhood parks provide access to recreation opportunities for nearby residents. The size of these neighborhood parks varies from approximately 0.3 to 1.0 acre in size. Some may include tot lots and play spaces for young children, and some may include pools or spa facilities designed for young (or young-at-heart) adults. Other parks may be more passive with family picnic and seating pavilions. For further information on community gardens, please see Appendix B, *Community Gardens*.

Recreational parks and amenities presented in this Specific Plan are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of **Planning or their designee Community Development** and in substantial conformance with the Specific Plan. Final park site plans must be approved by the City of Fontana's Police and Public Works departments. See Figure 5.1, *Parks and Open Space Plan*, for the location and size of parks and open space provided in The Arboretum, Figure 5.2 for the identification of public versus private parks, and Figures 5.3 through 5.9 for conceptual parks and amenities plans. Also see Section 9.5.6, *Public and Private Parks*, for the timing of The Arboretum community's parks.



Examples of themed gardens



PARKS & OPEN SPACE PLAN

FIGURE 5.1

LEGEND

-  Parks and Arboretum
-  Private 0.3-acre Neighborhood Park ¹
-  Arboretum Trail
-  Community Trail
-  Arboretum Trail - Community Trail Pedestrian Connection ²



Note 1: See Section 5.1.5 for further information regarding the 0.3-acre neighborhood parks located within the Arboretum Village.

Note 2: Exact location of connection between the Arboretum Trail and the Community Trail will vary depending on final park design.

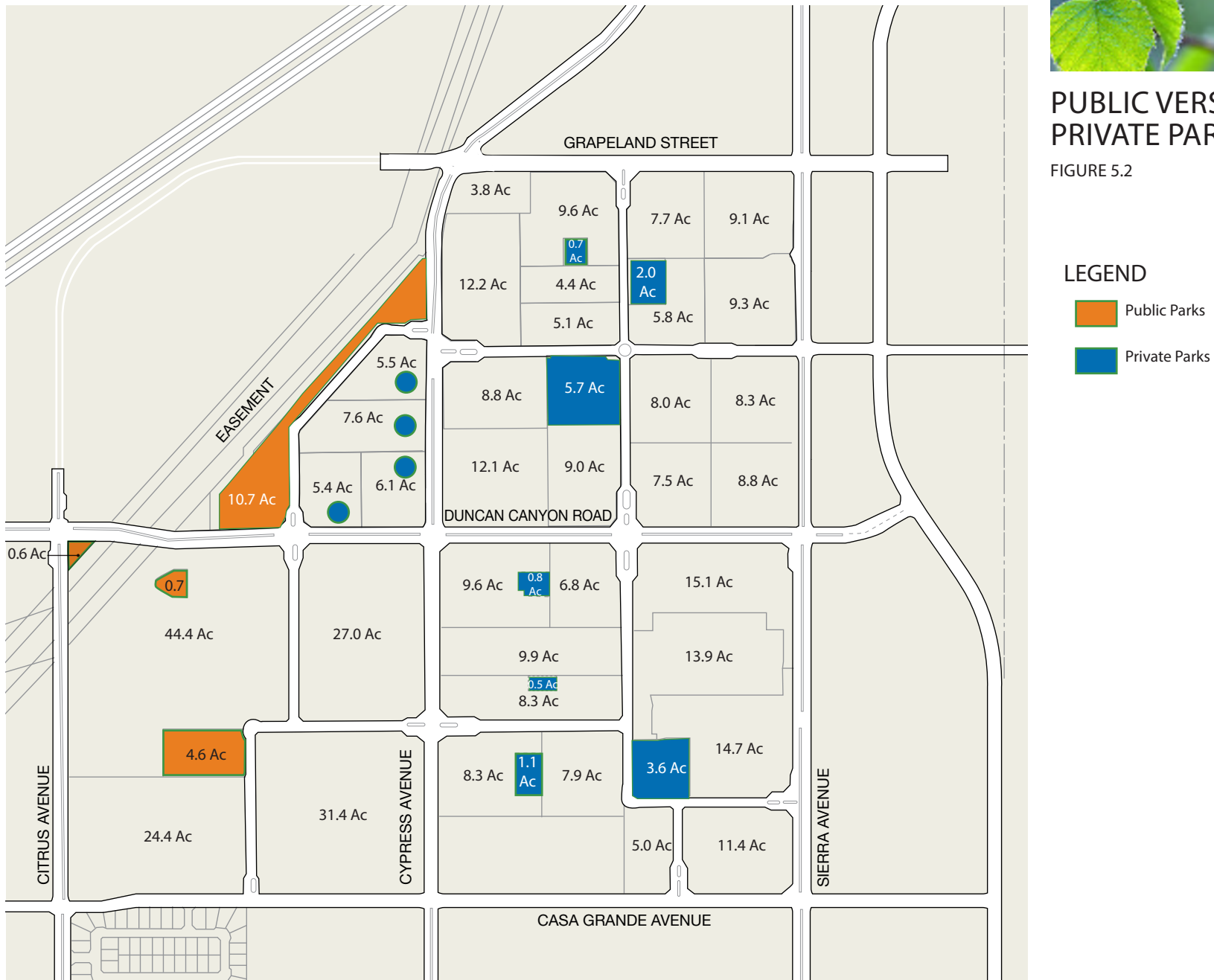
Note 3: Note 2 : Medians are conceptual in nature and any median breaks shall be identified in future construction documents.





PUBLIC VERSUS PRIVATE PARKS

FIGURE 5.2



5.1.1 Community-Wide Parks and Amenities

TYPICAL PARKS 1.0-ACRES OR LESS

These parks create spaces where neighbors can visit at a park space near their home. Typical neighborhood parks will be up to 0.8 acres in size. Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of **Planning or their designee Community Development** and in substantial conformance with the Specific Plan. Please see Section 5.1.5 for details on 0.3-acre neighborhood parks.

Amenities for 0.5 and 0.7-acre typical parks will include, but are not limited to:

- Barbecue area
- Family picnic area
- Tot Lot
- Open play turf area

Amenities for 0.8 and 1.0-acre typical parks may include, but are not limited to:

- Sports court
- Pool/spa
- Tot Lot
- Barbecue area
- Family picnic area
- Open space

Additional typical amenities for typical parks 1.0-acre or less may include, but are not limited to:

- Walking paths
- Seating areas
- Shade trees
- Thematic gardens
- Shade structures

The above lists provide a general indication of the level of amenities envisioned for typical parks based on park size. At the typical park level, it is intended that one pool will be provided in the Resort Village, and two in the Gardens Village.



Example of shade structure and family picnic tables appropriate for neighborhood parks and recreation areas



PEDESTRIAN PASEOS, TRAILS AND BICYCLE CIRCULATION

The Arboretum Trail and Community-Wide Pedestrian ~~Paseos and~~ Trails

Community-wide pedestrian ~~paseos and~~ trails will be provided throughout The Arboretum, as well as Class II bicycle lanes. All pedestrian ~~paseos and~~ trails will be visible from adjacent residential dwelling units, public or private streets for enhanced pedestrian security. As shown in the coming section and in Figure 6.18, *Pedestrian Circulation, Bikeways and Trails Plan*, a 6-foot-wide pedestrian walk will run on the project sides of all perimeter streets, and a 10-foot-wide Arboretum Trail will connect the major parks and recreation facilities of all four villages and will serve as the pedestrian's wayfinding tool for walking or jogging throughout the community. Pedestrian walkways that are 6 feet wide (collector streets) or 5 feet wide (local streets) will also be located throughout the community to provide safe pedestrian circulation throughout The Arboretum. Class II bicycle lanes will be located on both sides of Duncan Canyon Road and Cypress Avenue, as well as on the project sides of Sierra and Citrus Avenues, Casa Grande Avenue and Grapeland Street.



Community Trail Along Easement and Buffer

A 12-foot-wide community trail is provided along the edge of the utility easement that parallels the western project boundary. Connections to neighborhoods will be provided along this buffer zone, as well as a pedestrian connection to the Arboretum. Larger trees are planned along the easement edge to provide a visual barrier at the perimeter of the residential edge. Trees with a maximum height of 20 feet or less are allowed in the easement. Uses that may occur within this easement are such things as trails, gardens, growing grounds, or organic demonstration fields.

The following apply:

- SCE buffer along edge of easement
- 10-foot-wide landscape buffer, adjacent to trail
- Windrow buffer trees – 15-gallon minimum (See Overall Arboretum Plant Palette)
- 12-foot-wide community pedestrian path
- 28-foot-wide landscape zone between the trail and residential edge
- Trail connections to residential neighborhoods
- Trail connection to the Arboretum
- Randomly spaced trees
 - 50% 15 gallon (minimum)
 - 50% 5 gallon
 - Select From Overall Arboretum Plant Palette
- Native and drought-tolerant shrubs
 - 50% 5 gallon (minimum)
 - 50% 1 gallon
 - Select From Overall Arboretum Plant Palette



Example of community trail in SCE Easement



5.1.2 The Meadows – Parks and Amenities

PUBLIC PARK

A community-wide recreational element is provided in The Meadows in the form of a Public Park. This park will not only be used by the residents of The Arboretum, but will be available for all Fontana residents to enjoy. This park is surrounded by public streets and parking is provided within the park. This park is intended to provide something for everyone. As shown on Figure 5.3, the program for the Public Park is as follows:

- Parking within the park
- Large open turf area, informal ball play
- Walking/jogging Paths
- Demonstration Garden
- Park restroom/storage building
- Shade structures with family picnic
- Children's adventure play area
- Small children tot lot area with seating
- Central planter w/ seating and focal element
- One basketball court
- Interactive gardens
- Park shade trees
- Orchard garden
- Focal fountain w/trellis
- BBQ

Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of **Planning or their designee Community Development** and in substantial conformance with the Specific Plan. The design should not be considered as the Final Park Plan.

This park will be accessible to the public and will be City maintained and will meet all City specifications and regulations.



Examples of a shade structure and tot lot found in The Meadows

THE MEADOWS COMMUNITY PARK

FIGURE 5.3



5.1.3 The Gardens – Parks and Amenities

RECREATION CENTER

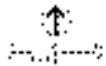
In addition to the Recreation Center located in The Resort and the public park in the Meadows, The Gardens also contains a major 6,610-square-foot recreation center, which is easily accessible to all residents of this community. This Recreation Center and sports facility is located in the center of the community.

As indicated on Figure 5.4, the following programs are provided.

- Resort pool & spa
- Lap swimming area
- Pool restroom
- Indoor kitchen
- Fitness Center
- Meeting Rooms
- Event lawn area/open play areas
- Central shade pavilion
- Picnic facilities with shade structures
- Tot lot/children's play area
- Barbecue area
- Terrace Patio
- Dog Park
- 2 half-court basketball courts
- Pickleball Court

The Recreation Center Plan and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of **Planning or their designee Community Development** and in substantial conformance with the Specific Plan. The design should not be considered as the Final Park Plan.

FIGURE 5.4



5.1.4 The Resort – Parks and Amenities

PRIMARY RECREATION CENTER

The Resort 35.7-acre Primary Recreation Center also provides active and passive uses. This Recreation Center is located ~~in the center of the community at the south end of the resort community central paseo and features similar amenities to the 2-acre Recreation Center.~~ This Recreation Center contains a 15,000-square-foot clubhouse facility, a pool complex, and a parking area.

Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of ~~Planning or their designee~~ **Community Development** and in substantial conformance with the Specific Plan. This Park design should not be interpreted as a final Park design.

As shown in Figure 5.5, typical amenities shall include, but are not limited to:

- Junior Olympic pool
- Spa
- Wading pool
- Pool sun deck
- 15,000-square-foot clubhouse facility
- Demonstration kitchen
- Theatre
- Fitness Center
- Meeting Rooms
- Multipurpose Room
- Fireplace
- Tot Lot area
- One-half basketball court
- Cabanas, shade structures, or trellises
- 60' x 90' great lawn
- Turf terrace
- Parking Lot
- Lookout garden and pavilion
- Paseo connection
- Outdoor lounge
- Outdoor fireplace
- Outdoor kitchen
- Picnic tables
- Barbecues
- Pavilion garden
- Putting green
- Thematic landscaping



Examples of typical amenities found in The Resort

SECONDARY RECREATION CENTER

The Resort 2-acre Secondary Recreation Center provides both active and passive activities for all residents of the Resort to enjoy. ~~A pedestrian connection is also provided to the adjacent paseo, which links this Recreation Center to The Resort primary Recreation Center.~~

Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of ~~Planning or their designee~~ **Community Development** and in substantial conformance with the Specific Plan. This park design should not be interpreted as a final park design.

As shown in Figure 5.6, typical amenities shall include, but are not limited to:

- Resort Pool
- Spa
- Wading pool
- Pool sun deck
- Open turf play areas
- Tot lot area
- Overlook garden with pavilion
- Paseo connection
- Thematic landscaping
- Outdoor lounge
- Outdoor fireplace
- Pedestrian plaza area with enriched paving, benches and a pavilion
- Pool building with restroom, showers, and storage
- Picnic tables
- Barbecues
- Garden seating
- A 1/2 basketball court
- One tennis court
- Themed gardens
- Benches
- Rose Garden



An outdoor fireplace (above) and central lawn (below) are examples of typical amenities found in The Resort



THE RESORT COMMUNITY PASEO

The Resort Community Paseo provides for pedestrian connections between both Recreation Centers and to adjacent residential developments. The paseo ranges between 40 feet and 50 feet in width between buildings and will be visible from adjacent residential dwelling units, public or private streets for enhanced pedestrian security. As illustrated in Figure 5.7, typical amenities shall include, but are not limited to:

- Major north/south pedestrian connection
- Several focal plazas
 - Thematic pottery
 - Seating areas
 - Shade trees
 - Thematic landscaping
- Paseo connections to neighborhoods
- Residential front yard entry courts generating from the central paseo
- Central grand fountain plaza
 - Thematic Tree grove
 - Seating
 - Fountain
 - Thematic Pottery
 - Thematic landscaping
- Passive accent patios
 - Shade structure
 - Special paving
 - Thematic landscaping
- Central lawn area



Examples of typical amenities associated with The Resort Community Paseo

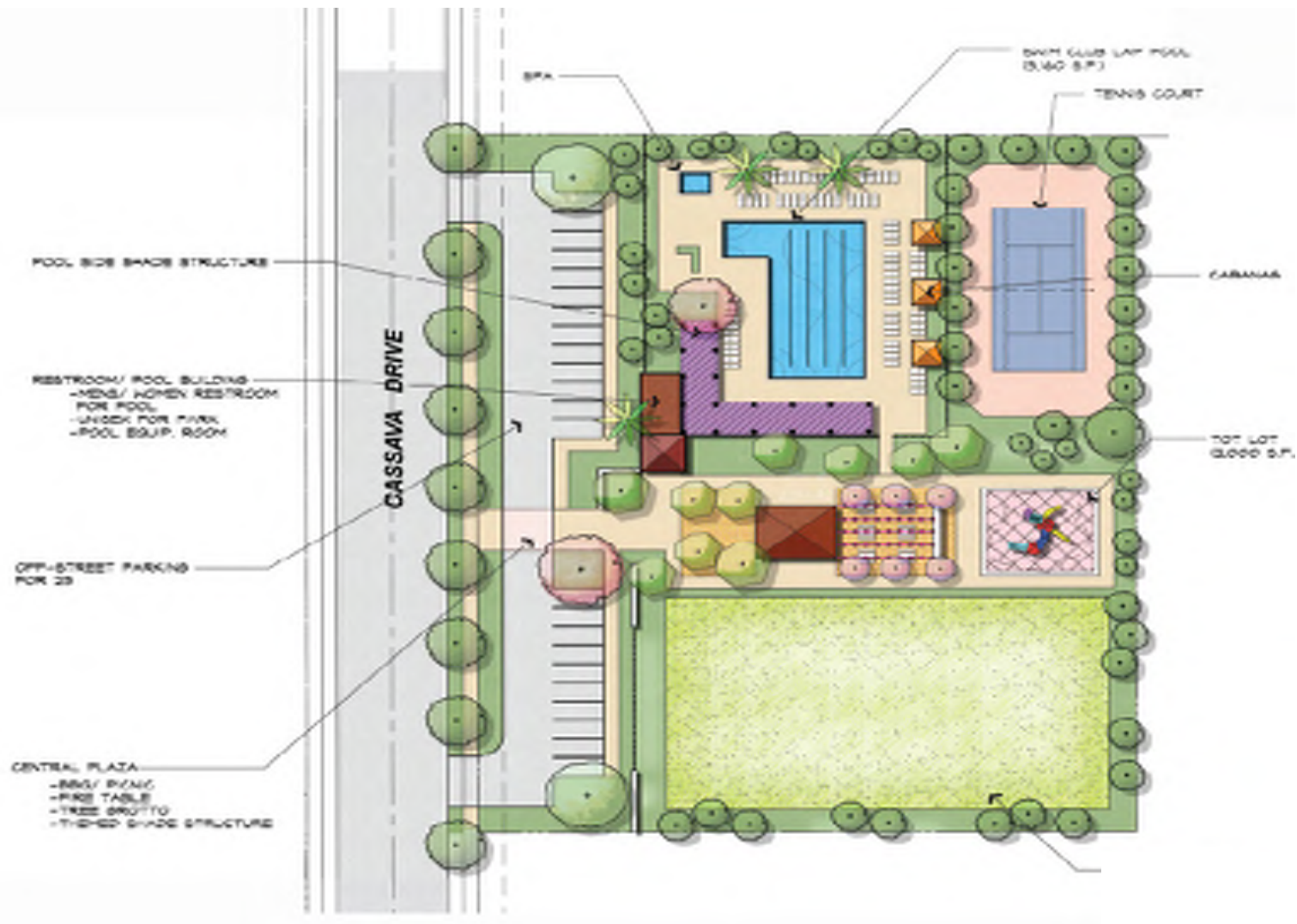
THE RESORT – PRIMARY RECREATION CENTER

FIGURE 5.5



THE RESORT – SECONDARY RECREATION CENTER

FIGURE 5.6



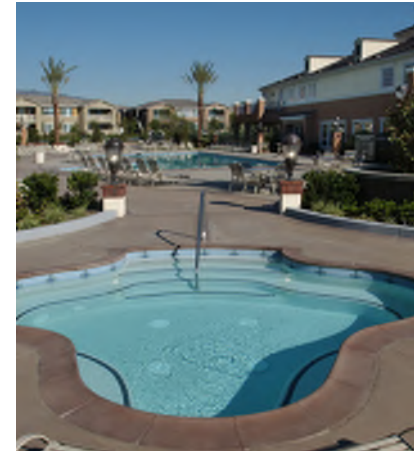
Note: Parking will not conflict with traffic through final design.

5.1.5 The Arboretum – Parks and Amenities

PRIVATE NEIGHBORHOOD PARKS

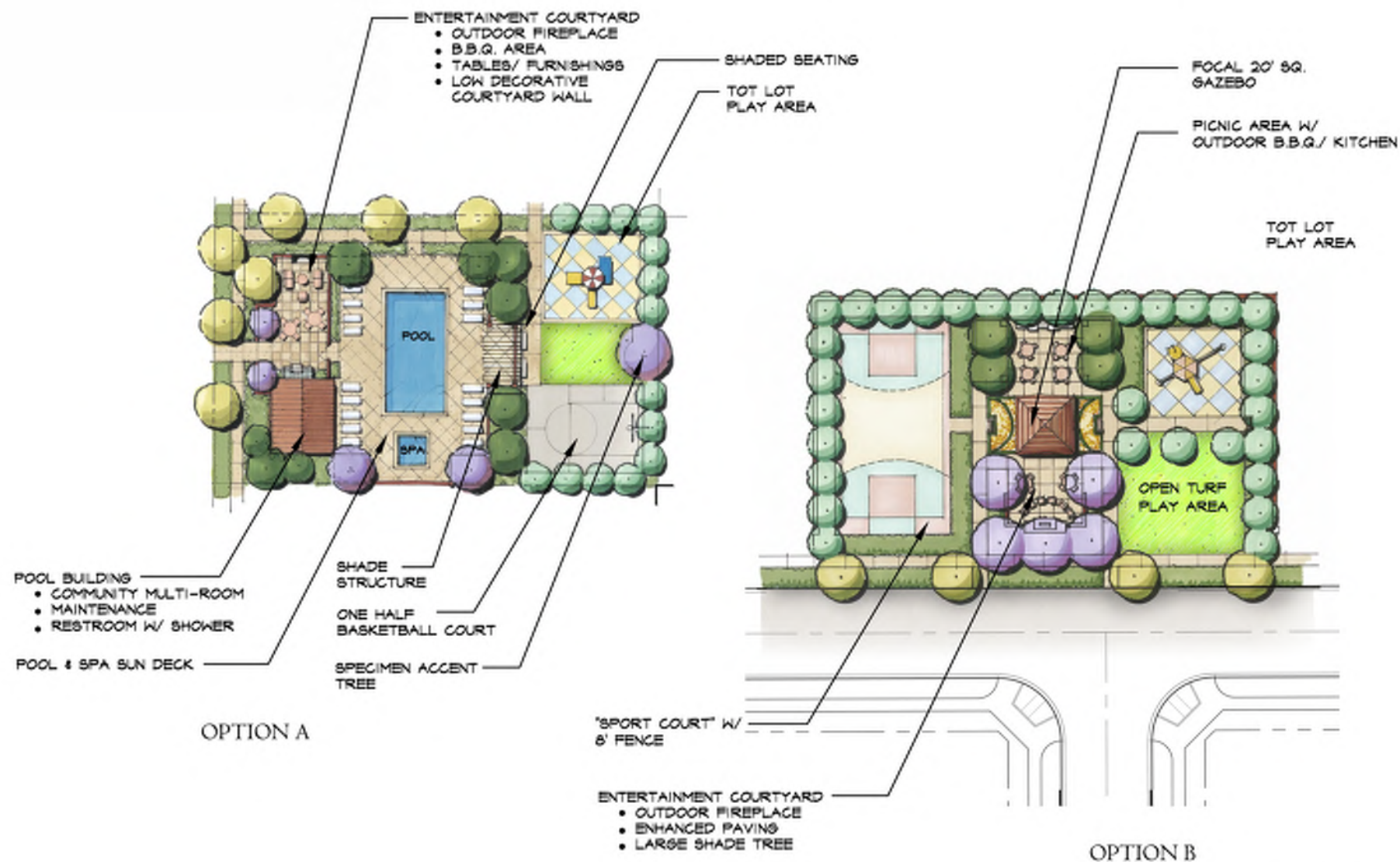
Each of the four planning areas within the Arboretum Village will have a private 0.3-acre neighborhood park. At least two of the four parks will include a community pool. Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning, etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of **Planning or their designee Community Development** and in substantial conformance with the Specific Plan. As shown in Figure 5.8, typical amenities shall include but are not limited to:

- Community multi-room
- Dedicated game room
- BBQ kitchen area
- Outdoor fireplace
- Sports court
- Water feature
- Picnic benches
- Tot lot
- Gazebo
- Pool/Spa



PRIVATE 0.3-ACRE NEIGHBORHOOD PARK

FIGURE 5.7



THE ARBORETUM PARK

The Arboretum Park is located in The Arboretum Village, the signature village in the northwest corner of the Specific Plan project area. The overall design character of The Arboretum community will be defined by the look and feel of the Arboretum Park, and this spirit will be infused throughout the remaining three villages to achieve a unified character for The Arboretum community as a whole. As such, the vision and character of The Arboretum community must be diligently created and maintained within the Arboretum Park. Parking areas are integrated into the Arboretum Park and their designs shall comply with all applicable requirements. As illustrated in Figure 5.9, typical amenities for The Arboretum Park shall include but are not limited to:

- Perennial garden
- Tot lots
- Historic agriculture working garden
- Specimen trees
- Regional bike trail
- Demonstration Nursery
- Dog Park
- Stroller paths and jogging loops
- Picnic areas with game tables
- Outdoor movie screen
- Multilevel lake with waterfalls
- Orchard
- Pickle Ball
- Soccer Field



Example of an educational plaque and topiary garden appropriate for The Arboretum Park



THE ARBORETUM PARK

FIGURE 5.8



Note: This illustration is conceptual in nature. Parking lot design shall be adjusted as needed to accommodate City stacking requirements.

This page intentionally left blank.





Chapter 6.0

Circulation and Streetscape Design

In The Arboretum, circulation and streetscape design are important not just for mobility but also for the overall community identity and feel. The interactive landscape of The Arboretum is created through driving, walking, or riding along the community's streets and roads. Pedestrian and bicycle circulation along the community's ~~paseo-and~~ sidewalk system is also an important component of the landscape experience. Wall treatments along the ~~main major~~ perimeter streets and project community monumentation elements aid in the distinctiveness of this special community and the villages that are contained within it. The quality of the enriched landscaping as viewed from the surrounding roadways creates a strong first impression of the project and sets the stage for the theming of the Specific Plan area.

This chapter presents vehicular and nonvehicular circulation concepts for The Arboretum in tandem with landscaping proposed along community roadways. Additional information regarding streetscape design, including specific plant species, is presented in Chapter 7, *Design Guidelines and Landscape*.

6.1 Street Typologies and Landscaping

A circulation and streetscape design concept has been developed for The Arboretum as illustrated in Figure 6.1, *Circulation Plan*. Circulation improvements constructed for the project will improve the functional efficiency of the north Fontana circulation system and streetscape design features will enhance the aesthetics of the street network through landscape improvements along the project's frontage.

Access to the project site will be provided via Sierra Avenue, Citrus Avenue, Cypress Avenue, Casa Grande Avenue, Duncan Canyon Road, and Grapeland Street. The main objective of the circulation plan and the planned roadway improvements is to provide direct and convenient access to the community through a safe and efficient network of roadways. On the community level, roadways in the Arboretum Specific Plan include major highways, primary highways, and secondary highways (referred to as "perimeter streets"). On the neighborhood level, typical roadways include collector streets and local streets. A description of the roadway improvements that will be implemented as part of The Arboretum are described below. Typical street and intersection cross-sections and plan views are illustrated in Figures 6.3 through 6.8, and a street section key map is provided in Figure 6.2, *Street Sections Key Map*.

The landscape treatment for streetscenes in The Arboretum are designed to create an open, welcoming feel for people entering the community. Street trees are the primary delineators within the landscape and aesthetically soften the environment along street corridors. Street trees provide pedestrian scale, create a pedestrian-friendly image, and provide shade for users. Background trees on some streets are intended to supplement the streetscene character and aid in softening pedestrian views of adjacent architecture. A naturalistic streetscene is planned for Sierra Avenue, Grapeland Street, Citrus Avenue, Casa Grade Avenue, Duncan Canyon Road, and Cypress Avenue. This streetscene treatment consists of large-scale trees planted in random groupings that will blend The Arboretum into surrounding neighborhoods, which may consist of varying streetscene treatments.

The following are general landscaping requirements for streetscenes:

- Minimum street tree and background tree size is 24-inch box.
- All street trees shall be selected from the street tree plant palette, (refer to the Fire Protection Master Plan for The Arboretum which supercedes this document).
- One dominant street tree shall be specified on each collector street with the exception of the streets containing The Arboretum Trail, which has varying street trees varieties.
- Specimen trees are utilized at monumentation corners and entry areas.
- All street trees shall be planted and staked per the City of Fontana requirements.
- All trees planted closer than 5 feet to a hardscape element shall have a linear root barrier installed adjacent to all hardscape elements at time of planting tree.

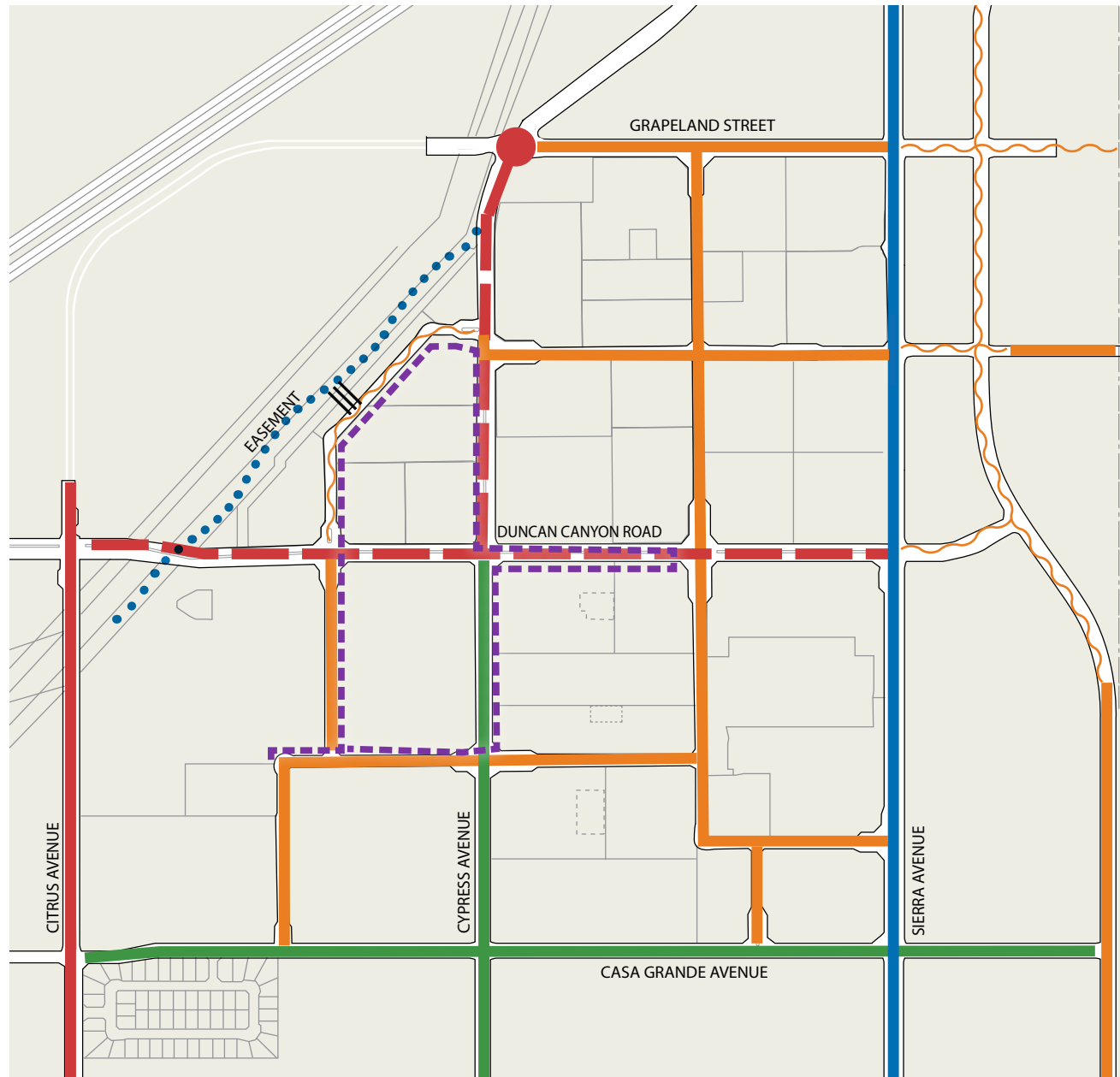
Approval of the typical cross sections and intersections is based on an approved Alignment Study on file with the City Engineer. This approval does not relieve the design engineer from adhering to current City standards and standard engineering practices in place at time of plan development, as approved by the City Engineer.





CIRCULATION PLAN

FIGURE 6.1



LEGEND

- Major Highway
- Primary Highway
- Modified Primary Highway
- Secondary Highway
- Collector Street
- Collector Street Alignment Undetermined
- Arboretum Trail
- Community Trail
- Arboretum Trail - Community Trail Pedestrian Connection¹
- Roundabout

Note 1: Exact location of connection between the Arboretum Trail and the Community Trail will vary depending on final park design.

Note 2: Medians are conceptual in nature and any median breaks shall be identified in future construction documents.

Note 3: The alignment with knuckles as shown in the exhibit is conceptual in nature only and the final alignment will be determined on the basis of a traffic analysis to be conducted when the first planning area adjacent to the roadway is submitted for entitlement.

See Section 9.2, Circulation Phasing Plan, for further discussion about roadway improvements associated with the buildout of the Specific Plan and their phasing.



6.1.1 Perimeter Streets

Sierra Avenue, Cypress Avenue, Duncan Canyon Road, Citrus Avenue, Casa Grande Avenue, and Grapeland Street are designated as perimeter streets for The Arboretum. Typical street cross-sections and plan views are illustrated in Figure 6.3, *Perimeter Streets*. The opposite side of these streets are either existing or will be improved by other property owners.

There are median islands on Sierra Avenue (20 feet wide), Cypress Avenue north of Duncan (18 feet wide) and Citrus Avenue (14 feet wide). Casa Grande Avenue, Cypress Avenue south of Duncan, and Grapeland Street do not have medians.

Two unique landscaping options are available for perimeter streets. These two options are identified in Figures 6.4A, *Perimeter Streets - Option A (Specimen Trees)* and 6.4B, *Perimeter Streets - Option B (Vineyards)*. Option A and/or option B shall occur 3-5 times every 1,000 linear feet along all perimeter streets. Portions of the Arboretum Trail streetscene occurs along the perimeter streets of Cypress Avenue and Duncan Canyon Road and is discussed in section 6.1.5, *Arboretum Trail Streetscene*.

The General Plan designates Sierra Avenue as a “theme corridor,” particularly in relation to its view potential towards the San Gabriel and San Bernardino Mountains to the north of the City. Sierra Avenue is also shown in the General Plan as a “designated truck route.” With these special designations, it is important that the Sierra Avenue streetscene accommodate vehicular and truck traffic while maintaining a quality landscape theme.

The following landscape standards apply:

- 8-foot-wide landscaped parkway
- 6-foot-wide sidewalk
- 8-foot-wide additional shrub-planting zone behind sidewalk
- 6-foot-high community-theme wall (noise analysis may require an 8-foot wall or higher)

- Vines on wall at 20 feet on center spacing (select from Plant Palette)
- Randomly spaced large-scale evergreen trees (select from Plant Palette)
- Large-scale deciduous accent trees intermixed with the large-scale evergreen trees (select from Plant Palette)
- Grouping of flowering accent trees intermixed with the large scale trees. Locate groupings between 120 feet and 200 feet apart continuous in the parkway and median island (adds seasonal interest) (select from Plant Palette)
- Median island tree concept consistent with overall landscaping theme
- Layered shrubs between sidewalk and community-theme wall as permitted by the Fire Protection Master Plan for The Arboretum (select from Plant Palette)
- Shrubs in median island 30-inch-high maximum (select from Plant Palette)
- All parkway and median island trees a combination of 24-inch box and 36-inch box trees
- Install linear root barrier when trees are closer than 5 feet to a hardscape element
- Vines to be 1-gallon minimum
- Shrubs to be 1-gallon minimum (parkway and median island)
- Spreading shrubs and ground cover to be 1-gallon minimum



6.1.2 Duncan Canyon Road and Citrus Avenue at Easement

When Duncan Canyon Road and Citrus Avenue pass under the Southern California Edison (Edison) lines the streetscene character changes due to limitations on landscaping heights that are required by Edison. All streetscene design elements are the same as the perimeter street elements with the exception of the street and median island tree changes that are replaced with a small-scale tree approved by Edison. Typical street cross-sections and plan views are illustrated in Figure 6.5, *Duncan Canyon Road and Citrus Avenue at Easement*.

The following additional landscape features apply (all other landscape features remain):

- All parkway trees, parkway back-up trees, and median island trees are replaced with a small-scale tree; maximum of 20 feet in height
 - *Lagerstroemia indica* (Crape Myrtle)
 - 24-inch box minimum
 - 40 feet on center spacing

6.1.3 Collector Streets

Collector streets serve to move vehicles within villages and connect residents to perimeter streets. While Grapeland Avenue is designated as a collector street in Figure 6.1, its streetscape will follow that of perimeter streets as detailed in section 6.1.1. The collector streetscene features a 12-foot-wide parkway on both sides of the street which includes a 6-foot landscape area and a 6-foot sidewalk. When there is a residential rear or side yard condition and/or a community theme wall an additional 10-foot landscape easement, as measured to back of sidewalk, shall be provided. Typical street cross-sections and plan views are illustrated in Figure 6.6, *Collector Streets*.

The following landscape standards apply:

- 6-foot-wide landscaped parkway
- 6-foot-wide sidewalk
- 10-foot-wide shrub and tree planting easement between the sidewalk and a residential rear or side yard condition and/or a community theme wall
- Large-scale street trees with triangular spacing at 80 feet on center
 - *Rhus lancea* (African Sumac)
 - 24-inch box minimum
- Layered Shrubs between sidewalk and community wall or maintenance curb as permitted by the Fire Protection Master Plan for The Arboretum
 - 1-gallon minimum
 - Select from Overall Arboretum Plant Palette in accordance with the Fire Protection Plan for The Arboretum
- Vines on wall (where applicable)
 - 1-gallon minimum
 - Select from Overall Arboretum Plant Palette in accordance with the Fire Protection Master Plan for The Arboretum
- Spreading shrubs and ground cover 1-gallon minimum
- Install linear root barrier at all trees closer than 5 feet to a hardscape element



6.1.4 Local Streets

Local Streets can have a street width of 36 feet (curb-to-curb) with a 56-foot total right-of-way or have a street width of 40 feet (curb-to-curb) with a 60-foot total right-of-way. To determine the appropriate streetscene, the following street performance standards shall apply:

- The Short Local Street classification (36 feet curb-to-curb) may be restricted to cul-de-sac and short local streets (public or private) no longer than 650 feet.
- Short Local Streets may exceed the 650-foot length where a “bend” exists (“U” shaped or “L” shaped streets), provided that each roadway segment does not exceed 650 feet in length.
- If the Short Local Street has parking and garage door loading from only one side of the street, then the requirements above may be exceeded to double.
- The Local Street classification of 40 feet wide curb-to-curb shall be used for local collector streets or backbone streets which exceed the above standards.

In both cases, both sides of the street feature a 5-foot-wide street-adjacent landscape area and a 5-foot-wide sidewalk. When there is a residential rear yard condition an additional 10-foot landscape easement, as measured to back of sidewalk, shall be provided. When a residential unit fronts onto a collector street no landscape easement is required. Typical street cross-sections and plan views are illustrated in Figure 6.7, *Local Streets*.

The following landscape standards apply:

- 5-foot-wide landscaped parkway
- 5-foot-wide sidewalk
- 10-foot-wide shrub and tree planting easement between the sidewalk and a residential rear yard condition
- 6-foot-high rear and side block wall at residential rear or side yards
- Medium side yard shrubs (between walk and property line wall)
 - 1-gallon minimum
 - Select from Overall Arboretum Plant Palette in accordance with the Fire Protection Master Plan for The Arboretum
- Vines on side yard wall at 10 feet on center spacing
 - 1-gallon minimum
 - Select from Overall Arboretum Plant Palette in accordance with the Fire Protection Master Plan for The Arboretum
- Install linear root barrier at all trees planted closer than 5 feet to a hardscape element

LOCAL STREET TREES

- Each street shall have a singular tree species that serves as the predominant visual feature of the streetscape. Additional tree species may be integrated into the streetscape as specimen landmark trees or as smaller scale accent trees.
- Three trees per lot – side yards on corner condition
- Two tree per lot – front yards
- All trees centered in parkway
- 24-inch box minimum
- Select from the Local Street tree plant palette in accordance with the Fire Protection Master Plan for The Arboretum



6.1.5 Arboretum Trail Streetscene

As shown on Figure 6.1, *Circulation Plan*, The Arboretum Trail streetscene occurs at perimeter and collector streets and connects community amenities and focal points. In many instances, The Arboretum Trail streetscene is unloaded.

Deciduous and evergreen trees are planted in groupings along this streetscene to create a varying streetscene character, unique for this street. Amenities such as seating areas, shrub and tree identification plaques, special paving and thematic gardens at key areas, all work together to create this special streetscene character, emulating an overall arboretum theme.

ARBORETUM TRAIL STREETSCENE AT PERIMETER STREETS

The Arboretum Trail streetscene occurs along portions of Cypress Avenue and Duncan Canyon Road bordering the Resort and Garden Villages. At these locations, the 8-foot-wide street-adjacent landscape area remains consistent with the standard perimeter street section, the sidewalk increases to 10 feet (from 6 feet), and the 8-foot-wide additional shrub-planting area behind the sidewalk remains. Overall, the parkway measures 12 feet, 8 feet of street-adjacent landscape area and 4 feet of the 10-foot wide sidewalk. A 14-foot easement provides the additional sidewalk width (6 feet) and the additional 8-foot wide shrub-planting area.

The streetscene features tall vertical windrow trees planted as a formal evergreen background, layered shrub massing between the sidewalk and community theme wall, low massing of shrubs and groundcover within the parkway, and large scale canyon trees in the medians. A typical cross-section of the Arboretum Trail at perimeter streets, including cross-sections with Option A (Specimen Tree) and Option B (Vineyards) are provided in Figure 6.8A, *Arboretum Trail at Perimeter Streets - With Options*.

ARBORETUM TRAIL STREETSCENE AT COLLECTOR STREETS

The Arboretum Trail occurs along Collector Streets at the Meadows and Arboretum Villages and serves to connect residents from all villages to the Arboretum Park. At these locations, the 6-foot-wide street-adjacent landscape area remains consistent with the standard collector street section and the sidewalk on one side of the street increases to 10 feet (from 6 feet). When there is a rear or side yard condition, an additional 10-foot landscape easement, as measured to back of sidewalk, shall be provided. Overall, the right-of-way measures 12 feet, 6 feet of street-adjacent landscape area and 6 feet of sidewalk. A 14-foot easement provides the additional sidewalk width (4 feet) and the additional 10-foot wide landscape area when necessary.

The side of the street with the increased sidewalk features a double row of street trees spaced approximately 40 feet on center, random informal groups of flowering deciduous trees as accents, and layered shrub massing in the additional landscape area beyond the sidewalk. A typical cross-section of the Arboretum Trail at collector streets is provided in Figure 6.8B, *Arboretum Trail at Collector Streets*.

In all cases the following landscape standards apply:

- Randomly spaced trees centered in the parkway and, where applicable, in the additional planting area behind the sidewalk. (Select trees from plant palette).
 - 24-inch box trees
 - Thematic gardens at key locations
 - Seating areas
 - Shrub and tree identification plaques
 - Special paving at key areas



- 6-foot-high community-theme wall (where applicable) or a maintenance curb.
- Layered shrubs between sidewalk and community wall or maintenance curb as permitted by the Fire Protection Master Plan for Arboretum.
 - 1-gallon minimum.
 - Select from Overall Arboretum Plant Palette
- Vines on wall (where applicable)
 - 1-gallon minimum.
 - Select from Overall Arboretum Plant Palette in accordance with the Fire Protection Master Plan for Arboretum (see Chapter 7)
- Install linear root barrier at all trees closer than 5 feet to a hardscape element.
- Spreading shrubs and ground cover 1-gallon minimum.



The Purple Orchid Tree is appropriate for flowering accent trees



The Saw Leaf Zelkova and Ornamental Pear are appropriate for the Arboretum Trail streetscene



STREET SECTIONS KEY MAP

FIGURE 6.2

LEGEND

-  Perimeter Streets
-  Duncan Canyon and Citrus Avenue at Easement
-  Collector Streets
-  Arboretum Trail at Perimeter Street
-  Arboretum Trail at Collector Street

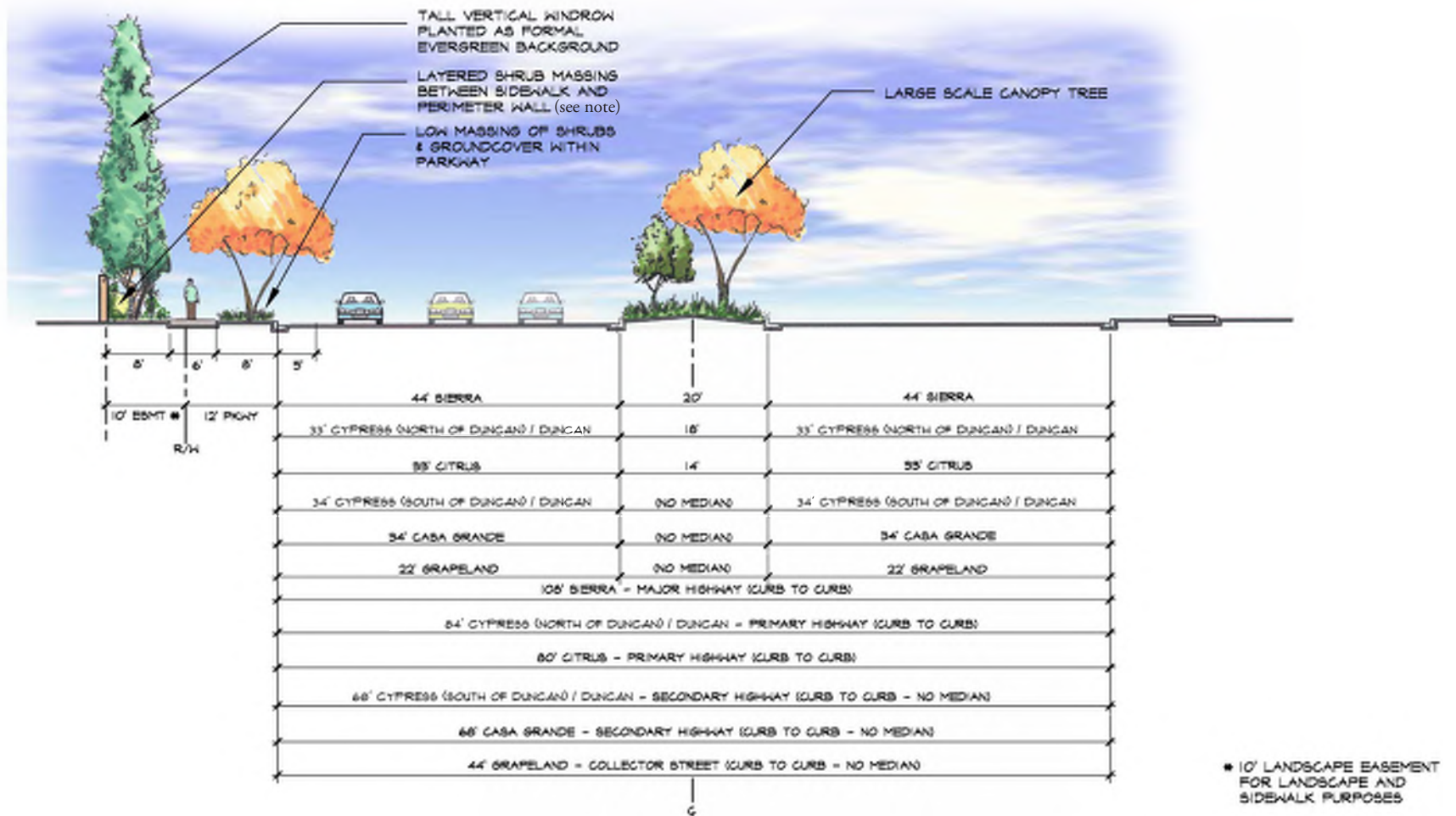


 The Arboretum Specific Plant



PERIMETER STREETS

FIGURE 6.3-B



Note: Layered shrub massing per the Fire Protection Plan for The Arboretum



FIGURE 6.4-A

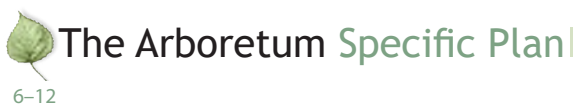


FIGURE 6.4-B



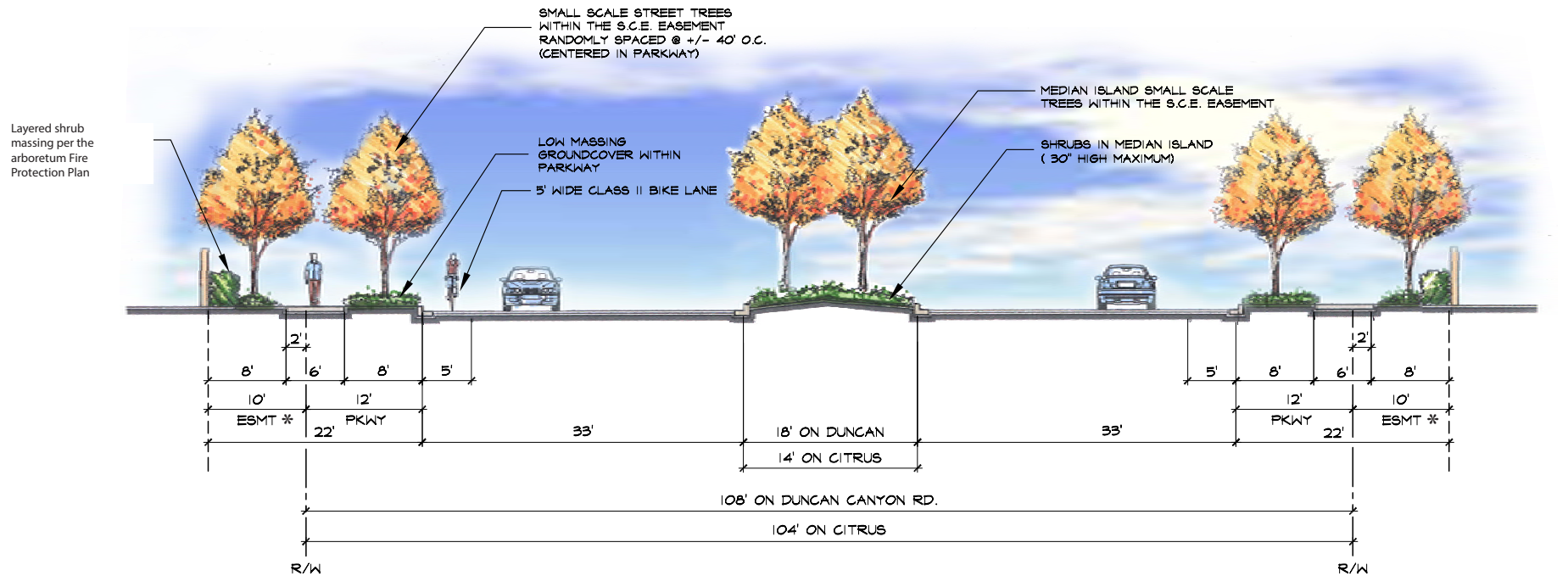
EASEMENT

FIGURE 6.5-A



DUNCAN CANYON AND CITRUS AVENUE AT EASEMENT

FIGURE 6.5-B

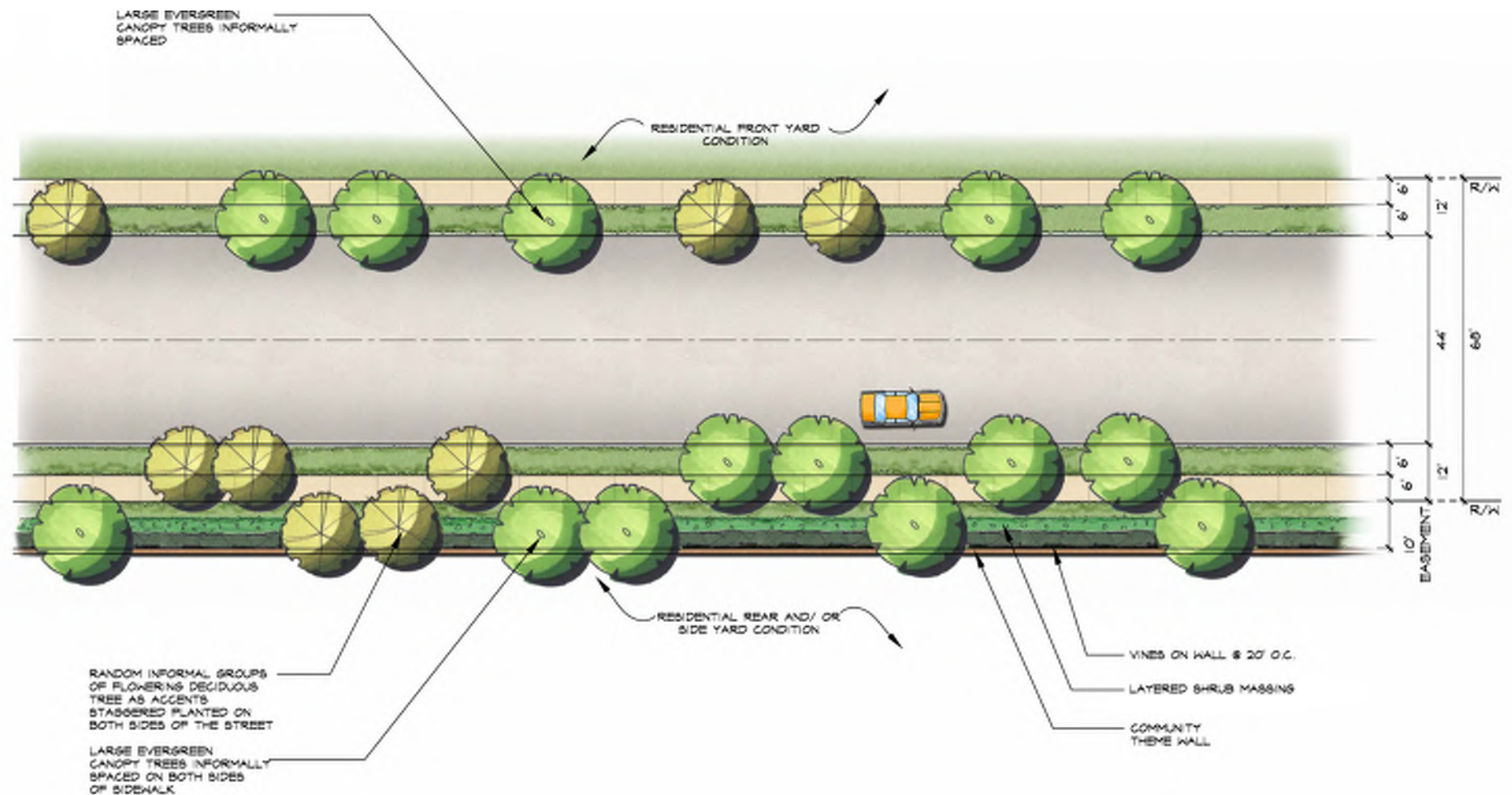


* 10' LANDSCAPE EASEMENT FOR LANDSCAPE AND SIDEWALK PURPOSES



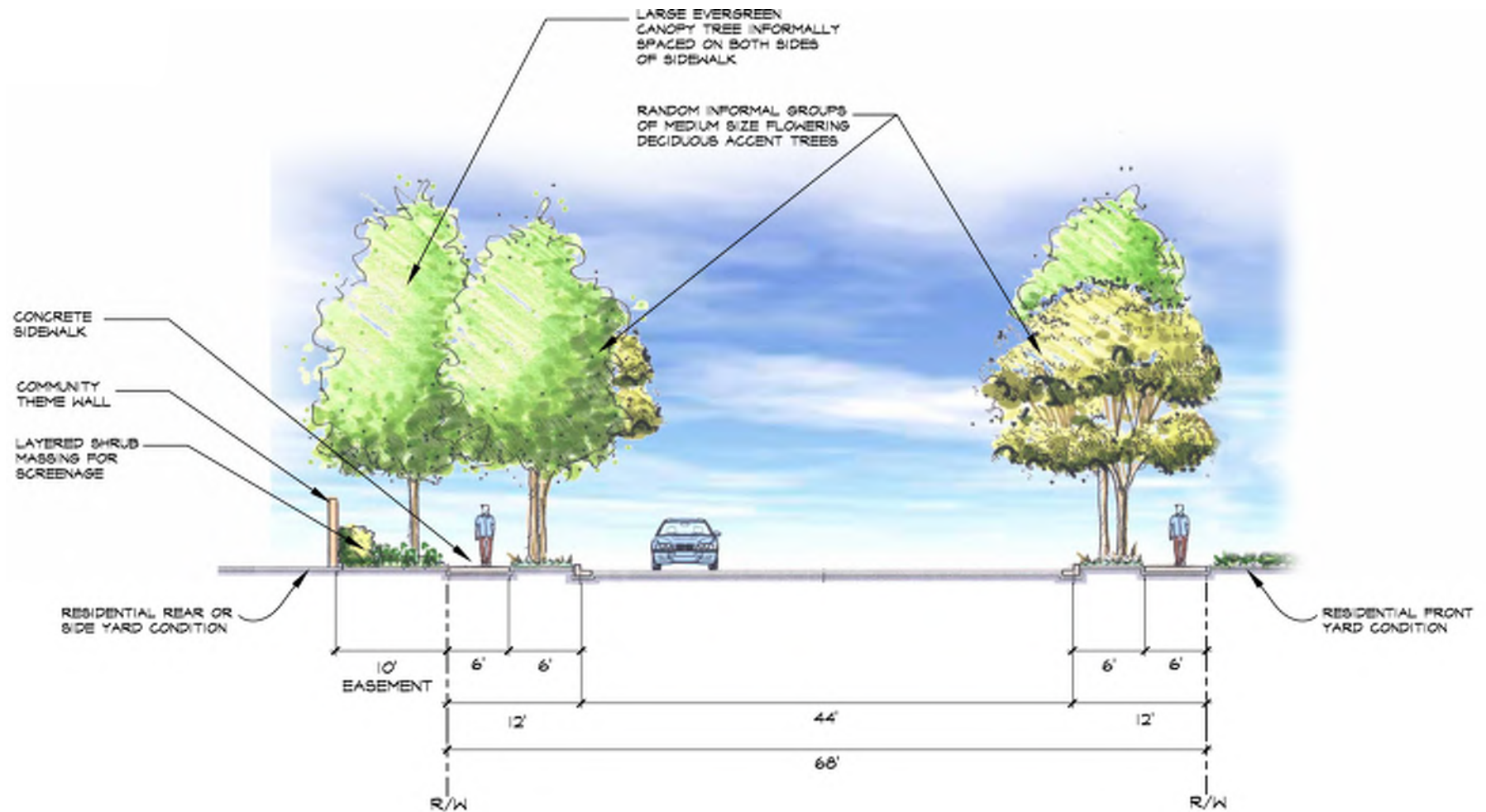
COLLECTOR STREETS

FIGURE 6.6-A



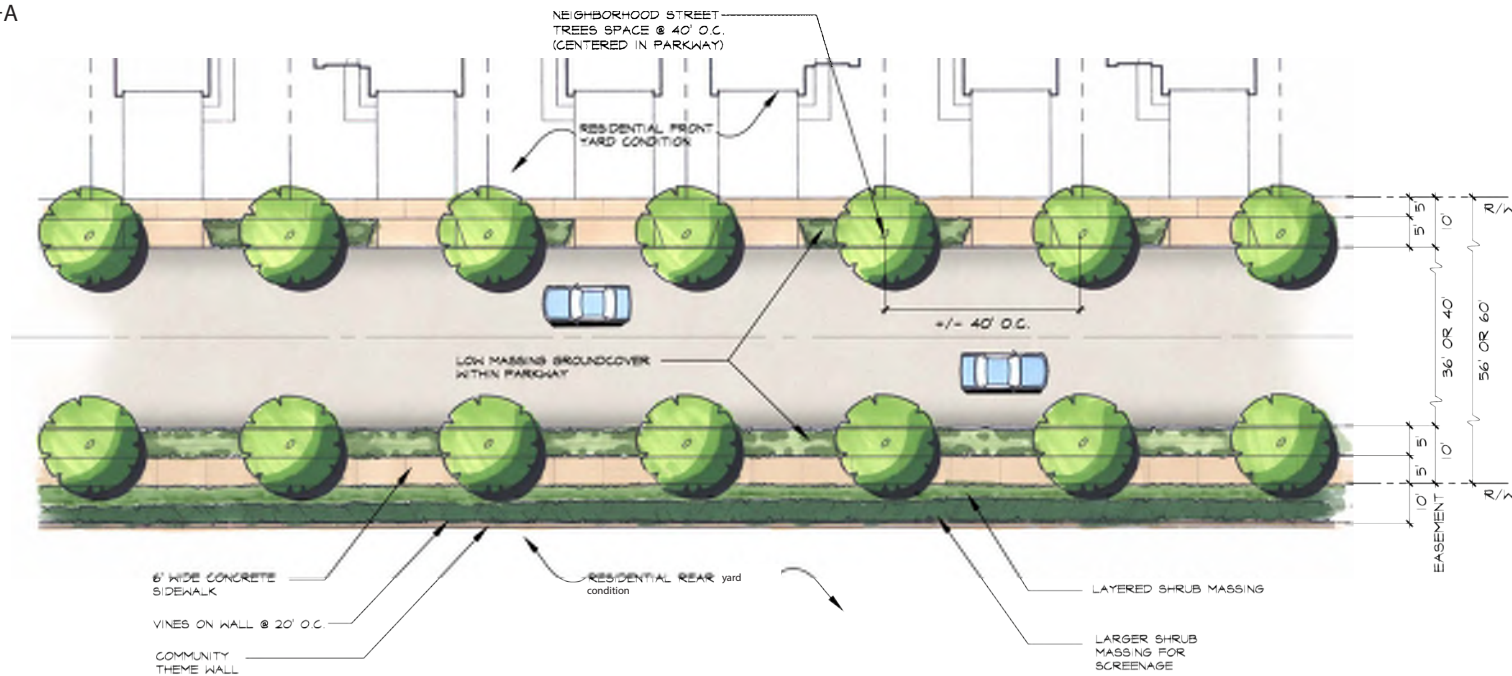
COLLECTOR STREETS

FIGURE 6.6-B

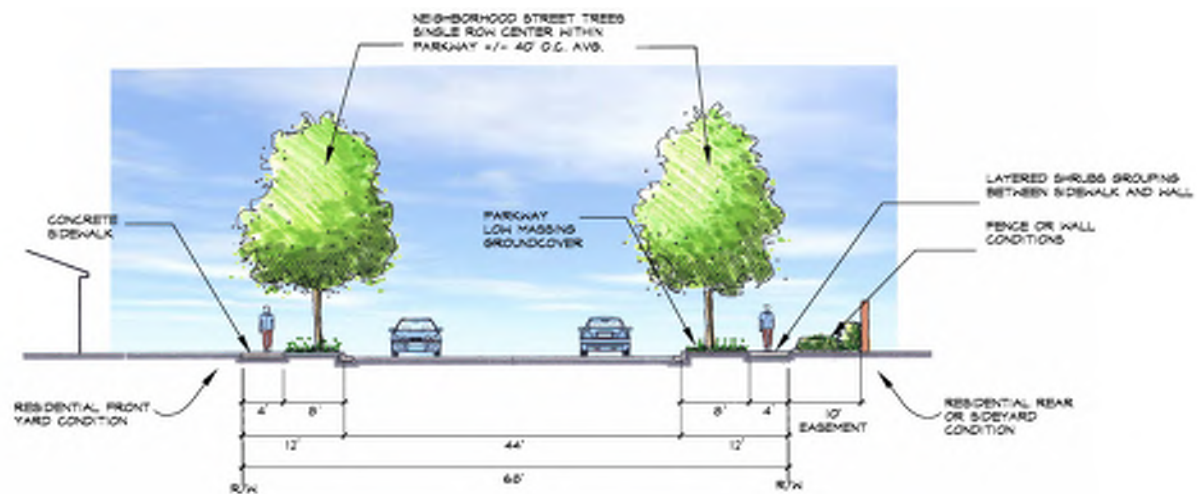


LOCAL STREETS

FIGURE 6.7-A



Local Entry Street Section

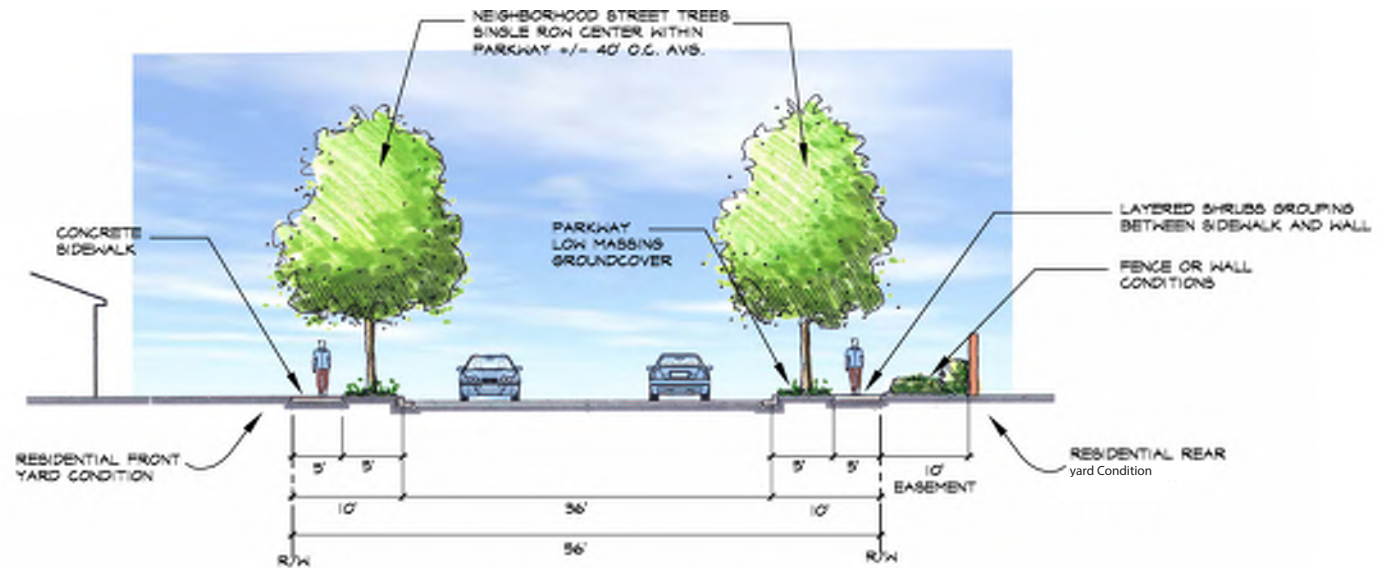


* For residential side yard condition, see page 8-7, 8-9, and 8-11.

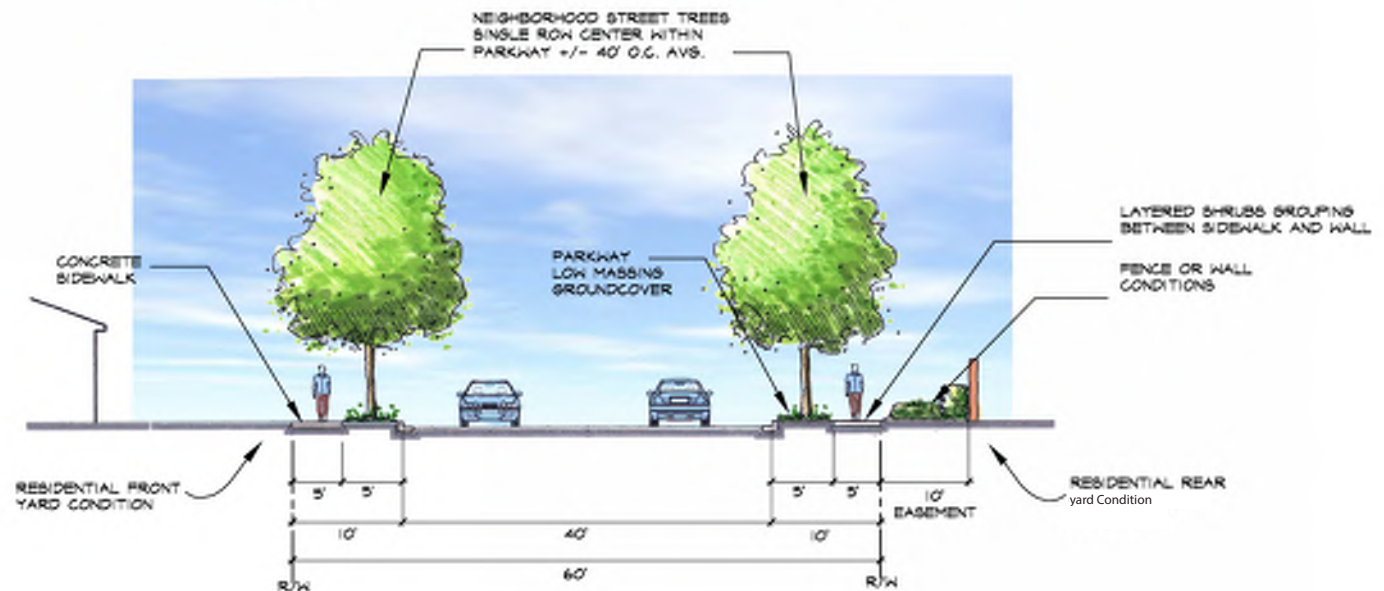
LOCAL STREETS

FIGURE 6.7-B

36' Wide Street Section



40' Wide Street Section



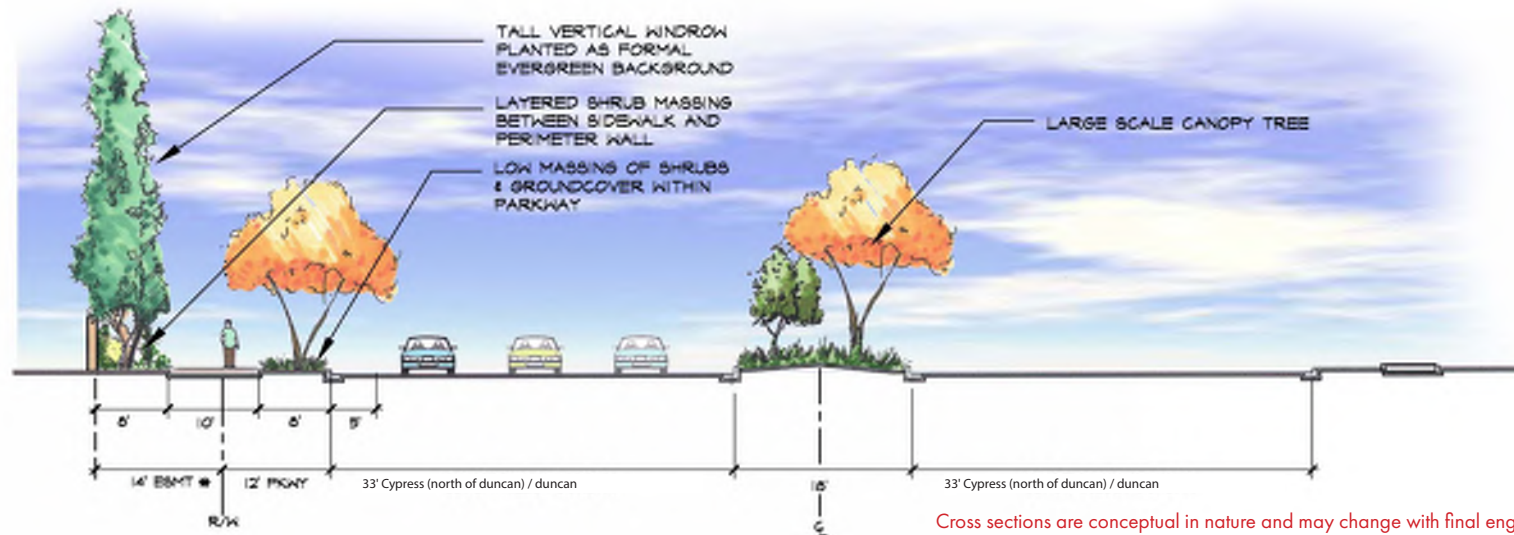
* For residential side yard condition, see page 8-7, 8-9, and 8-11.



ARBORETUM TRAIL AT PERIMETER STREETS - WITH OPTIONS

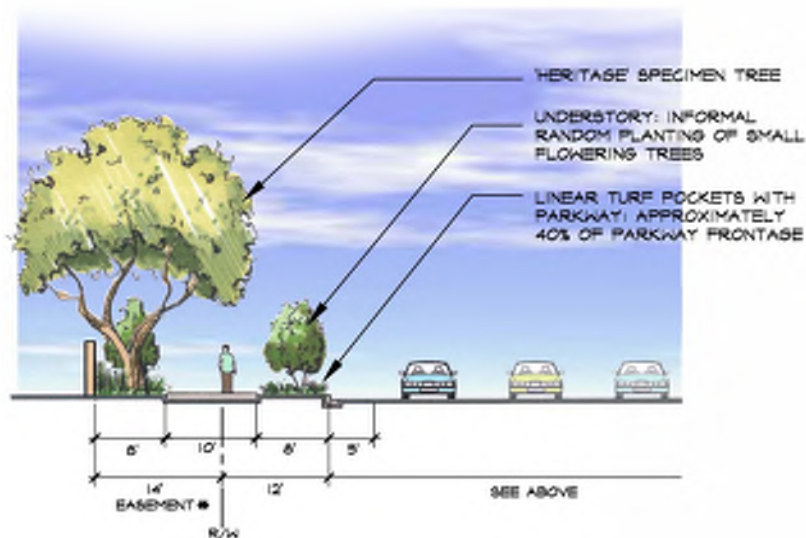


FIGURE 6.8-A

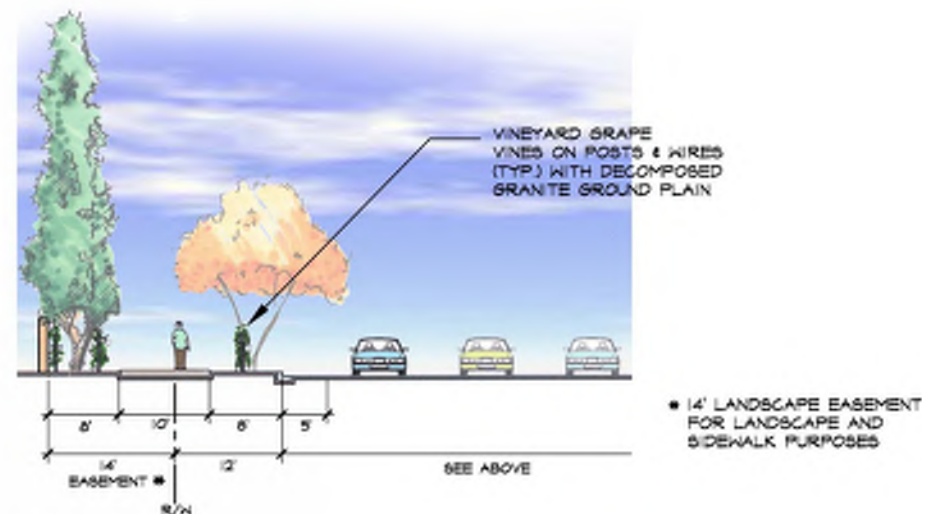


Cross sections are conceptual in nature and may change with final engineering.
Arboretum Trail location may be placed on either side of the street.

Option A (Specimen Trees)



Option B (Vineyards)



6.1.6 Street Maintenance

Collector streets within the Meadows Village and Arboretum Village shall be publicly maintained. Collector streets within the Gardens Village shall be publicly maintained. Collector streets within the gated Resort Village shall be privately maintained by the homeowners' association. Figure 6.9, *Public Versus Private Streets*, shows the classification of streets within the community.

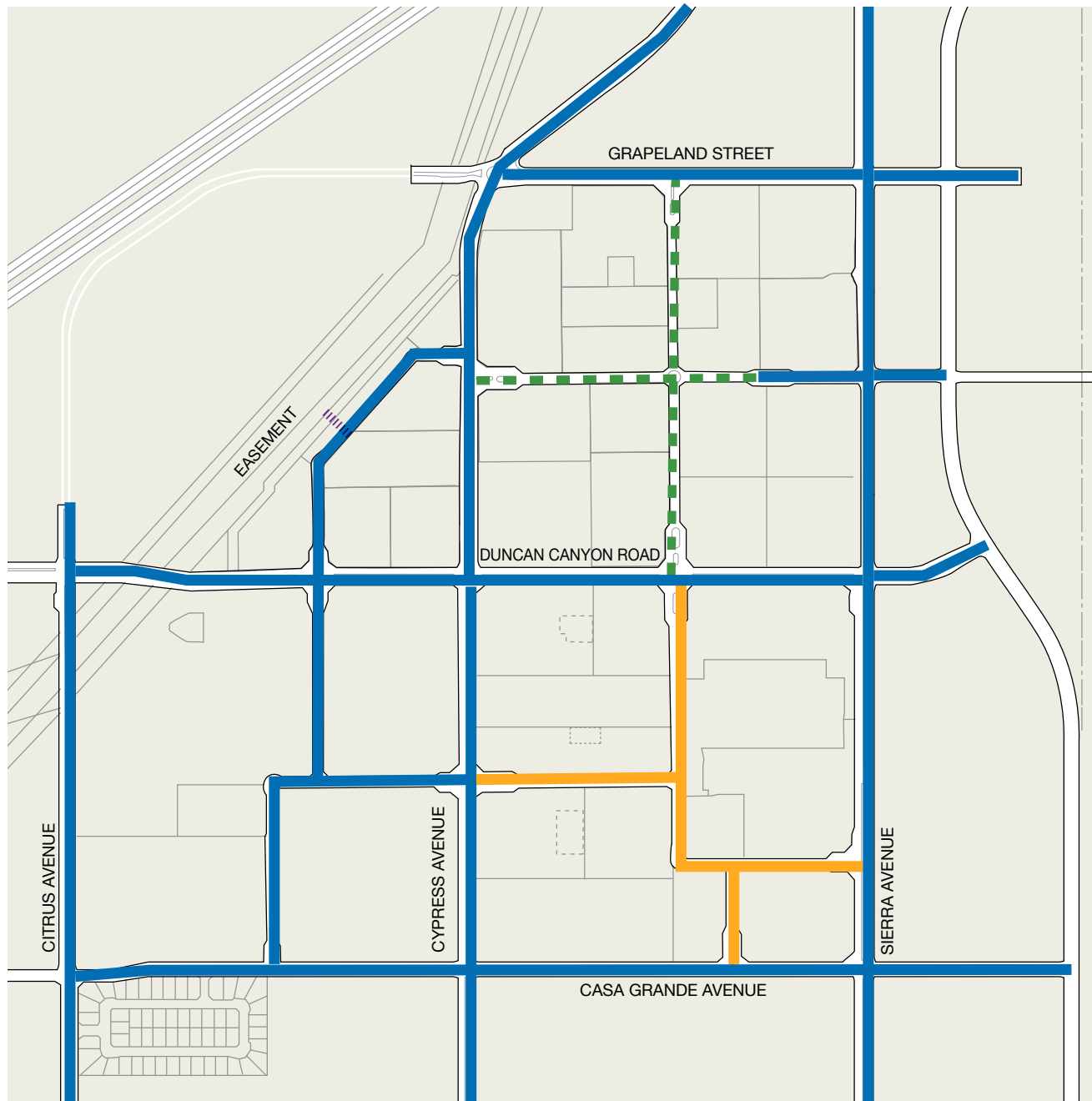


PUBLIC VERSUS PRIVATE STREETS

FIGURE 6.9

LEGEND

- Public Streets
- Private Streets
- Public Streets. Landscaped areas along collector street within the Gardens will be privately maintained.



6.2 Entries and Monumentation

Landscape design elements, including major planting and thematic landscape features occurring at the community and neighborhood level, establish and reinforce the design theme for the community. The use of thematic elements such as heavy stucco-finished monumentation walls at project entries, planter walls, theme structures, special paving, lighting, thematic landscaping, specimen trees, and specifically themed garden spaces are the major unifying elements for The Arboretum. All of the above thematic design elements enforce the uniqueness of the community, gain intensity through the synergy of repetition and set this community apart from other communities. See Figure 6.10, *Entries and Monumentation*, for the locations of major community entry features and monumentation.

6.2.1 Primary Gated Entry

The primary gated entries are found at two locations in The Resort and the Gardens. The theme elements are brought to these locations, adding another layer to the overall project identity. The final design of each gated entry stacking depth shall be determined by the City Engineer after review of a submitted professional engineer report analyzing the stacking requirement for each proposed gated development. A plan view is illustrated in Figure 6.11, *Primary Gated Entry*.

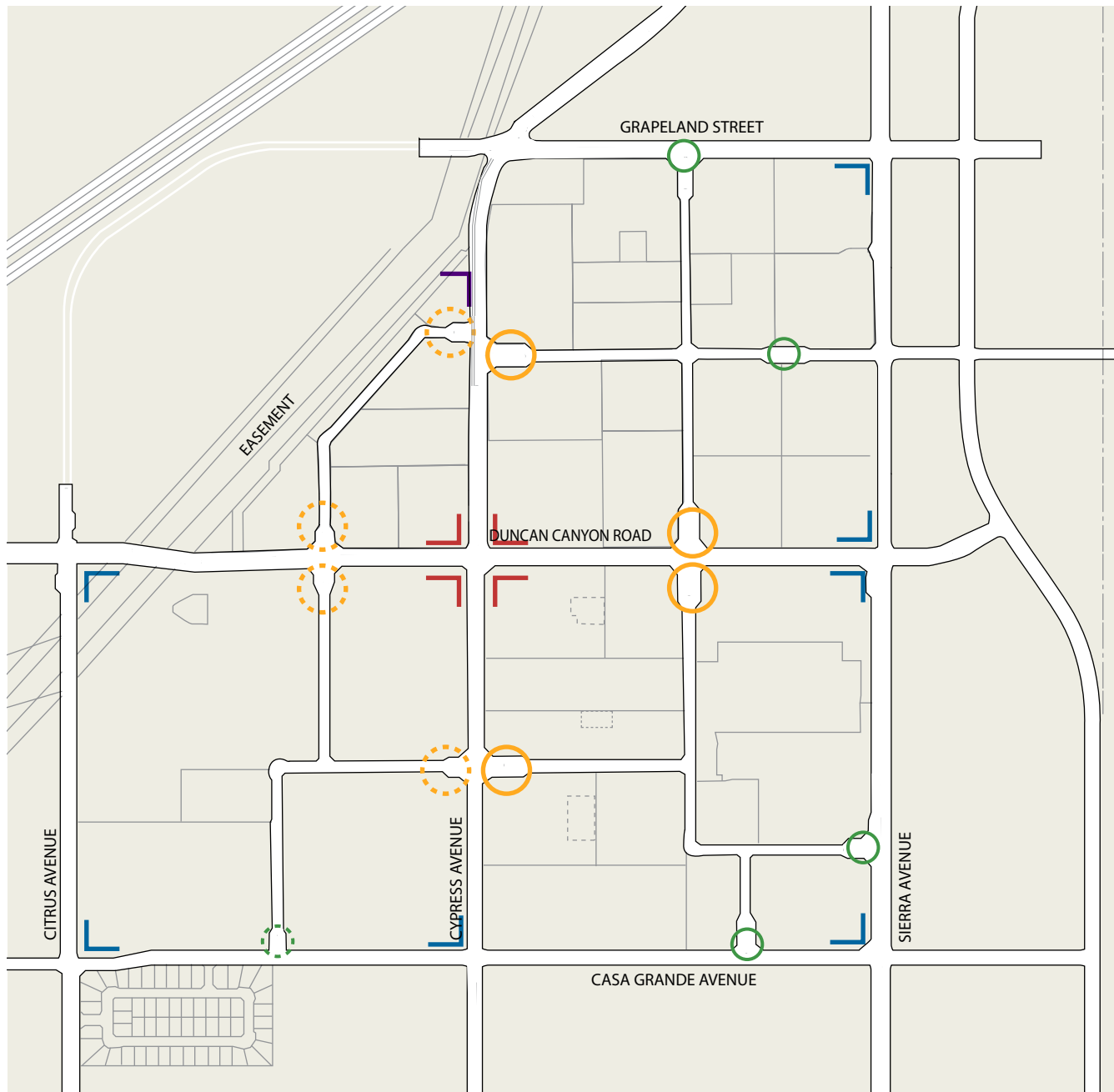
This monumentation features the following elements:

- Corner cut-off
- Vehicular accent paving
- Upgraded community-theme wall
- Water feature with accent lighting
- Pedestrian gatehouse including:
 - Stucco finish structure
 - Tile accents and tile roof
 - Iron entry gate
 - Thematic pots
- Unmanned gate house with resident kiosk
- Iron and wood vehicular gates

- Themed entry monumentation at corners including:
 - Project signage with lighting
 - Thematic landscaping with specimen accent trees
- Hedgerow framing motor court
- Specimen heritage canopy trees
 - *Quercus agrifolia* (Coast Live Oak)
 - Tree uplighting
- Specimen accent trees located within island
 - Species unique per entry for individuality
- Informally spaced large vertical backdrop trees:
 - *Platanus acerifolia* (London Plane Tree)
 - Tree uplighting
- Thematic pots with vertical accent plantings
- Thematic landscaping



Example of pedestrian accessibility at gated entry



ENTRIES AND MONUMENTATION

FIGURE 6.10

LEGEND

-  Primary Gated Entry
-  Primary Non-Gated Entry
-  Secondary Gated Entry
-  Secondary Non-Gated Entry
-  Icon Monumentation
-  Community Monumentation
-  Community Monumentation at Arboretum Park



6.2.2 Primary Nongated Entry

The primary nongated entries are located at two locations in The Meadows, and two locations in The Arboretum. Most of the design elements used at the primary gated entry are repeated at these entries. A plan view is illustrated in Figure 6.12, *Primary Nongated Entry*.

This monumentation contains the following:

- Corner cut-off
- Vehicular accent paving
- Upgraded community-theme wall
- Themed entry monumentation at corners:
 - Project signage with lighting
 - Thematic landscaping
- Entry monumentation accent trees:
 - *Rhus lancea* (African Sumac)
 - *Quercus agrifolia* (Coast Live Oak)
 - Tree uplighting
- Thematic pots with vertical accent plantings
- Thematic landscaping



Example of primary nongated entry

6.2.3 Secondary Gated Entry

The secondary gated entries are found at two locations in The Resort. The project theme used at other community monumentation locations are repeated at these locations. The final design of each gated entry stacking depth shall be determined by the City Engineer after review of a submitted professional engineer report analyzing the stacking requirement for each proposed gated development. A plan view is illustrated in Figure 6.13, *Secondary Gated Entry*, and Figure 6.13-A *Secondary Gated Entry - Terra Vista Entry*.

The following features are contained at the secondary gated entries:

- ~~Corner cut-off~~
- Vehicular accent paving
- Pedestrian gatehouse including:
 - Stucco finish structure
 - Tile accent and tile roof
 - Iron entry gate
 - Thematic pots
- Iron and wood vehicular gates
- Upgraded community theme wall
- Hedgerow framing motor court
- Entry monumentation accent tree:
 - Rhus lancea (African Sumac)
 - Quercus agrifolia (Coast Live Oak)
 - Tree uplighting
- Thematic pots with small blooming trees
- Thematic landscaping

6.2.4 Secondary Nongated Entry

The secondary nongated entries are located at one location in The Meadows and are similar to the Secondary Gated Entries. A plan view is illustrated in Figure 6.14, *Secondary Nongated Entry*.

These monuments contain the following:

- Corner cut-off
- Vehicular accent paving
- Upgraded community theme wall
- Entry monumentation accent tree:
 - Rhus lancea (African Sumac)
 - Quercus agrifolia (Coast Live Oak)
 - Tree uplighting
- Flowering accent trees – Palm Court backdrop
 - Lagerstroemia indica (Crape Myrtle Tree)
 - Thematic pots with small blooming trees
 - Thematic landscaping

There will be two Secondary Entries in The Gardens.



6.2.5 Community Entry Monumentation

Community monumentation elements are located at community entry points, at key intersections, and at primary and secondary neighborhood entries. These community monumentation elements are the first impression of the community and provide a sense of arrival that establishes the identity of The Arboretum as an icon and a very special place to live in the City of Fontana. The monumentation elements are developed at a hierarchy of scales consistent with their location and relationship to community and neighborhood features. Thematic materials such as heavy stucco-finished walls with tile accents, heavy dark wood timbers, and thematic lighting emulate the project's theme and are repeated at all monument locations to reinforce the identity of The Arboretum as a distinct community. Section and plan views are illustrated in Figure 6.15, *Typical Community Entry Monumentation*. The final design for community entry monuments must be approved by the City of Fontana's Public Works Department.



Example of community entry monumentation

Community entry monumentation elements occur at seven locations along the project perimeter at the intersections of:

- Citrus Avenue and Casa Grande Avenue
- Citrus Avenue and Duncan Canyon Road
- Casa Grande Avenue and Sierra Avenue
- Casa Grande Avenue and Cypress Avenue
- Sierra Avenue and Duncan Canyon Road
- Sierra Avenue and Grapeland Street
- Grapeland Street and Cypress Avenue

The community entry monumentation features are the first impression of The Arboretum and contain the following elements:

- 50-foot corner cut-off
- Walk connection to adjacent parcels (where parcel Site Plan allows)
- Themed Entry Monumentation Wall including:
 - Project signage
 - Tile cap on wall
 - Glazed tile accents on wall
 - Thematic Stucco finish
 - Lighting
- Eyebrow Backdrop Structure including:
 - Thematic Stucco finish columns
 - Tile accents
 - Heavy wood beams with dark stain
- Thematic landscaping
- Upgraded community-theme wall backdrop
- Entry monument accent tree:
 - *Rhus lancea* (African Sumac)
 - or *Quercus agrifolia* (Coast Live Oak)
 - Tree uplighting
- Layered shrub massing behind sidewalk
- Turf Parkway

6.2.6 Icon Monumentation

The icon monumentation occurs at one location at the junction of Cypress Avenue and Duncan Canyon Road. This heavily themed monumentation expands all the projects design elements established at the community monumentation, creating the showplace of the community. Section and plan views are illustrated in Figure 6.16, *Icon Monumentation*. The final design for icon monuments must be approved by the City of Fontana's Public Works Department.

The features contained at this monumentation are as follows:

- Themed vehicular accent paving
- Low thematic stucco-finished planter wall
- Thematic pots with small blooming trees at various locations around the low wall
- Thematic landscaping (repeats thematic landscaping used at the community entry)
- Roundabout large-scale accent tree:
 - *Quercus agrifolia* (Coast Live Oak)

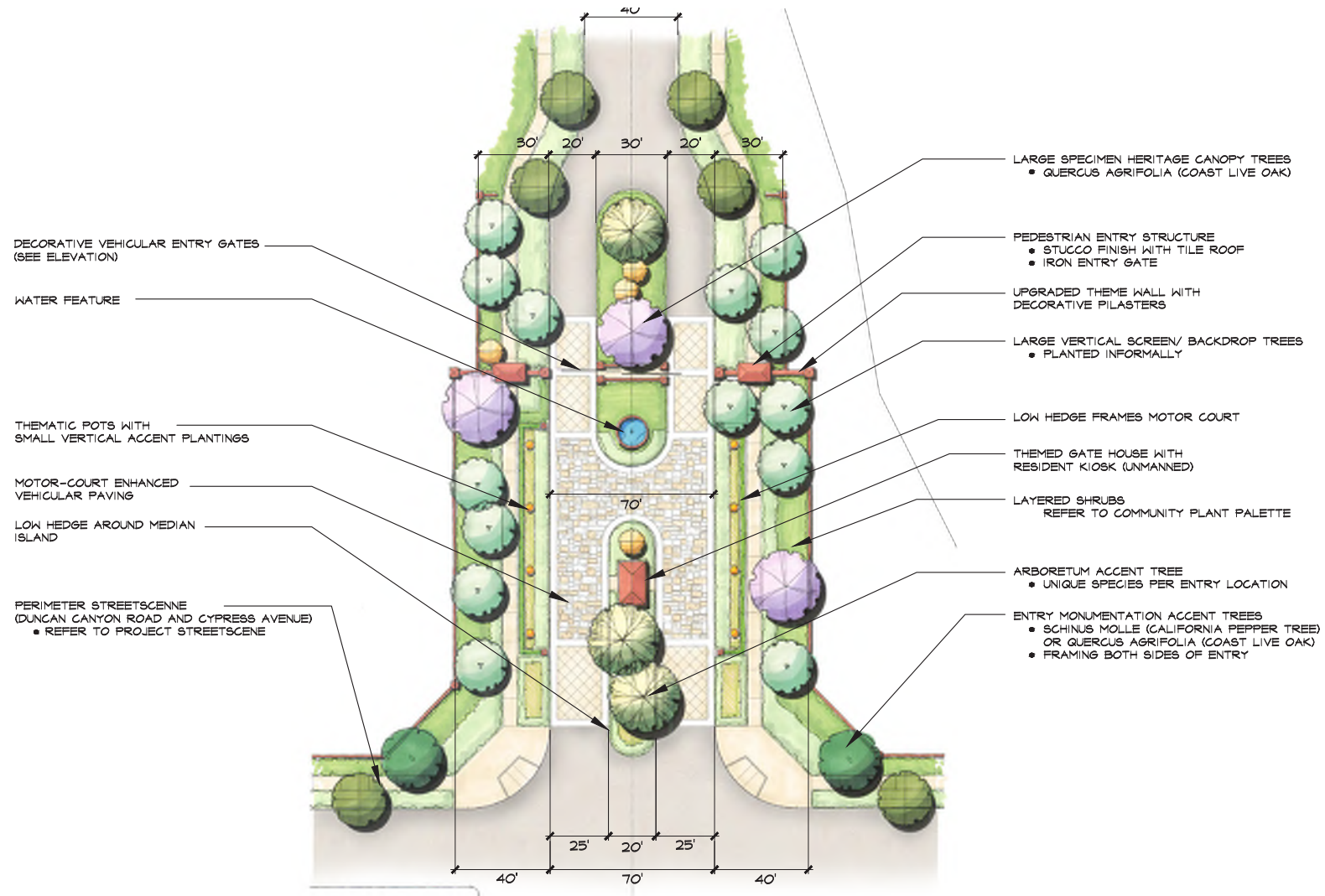


Examples of icon monumentation and decorative entry pavement



PRIMARY GATED ENTRY

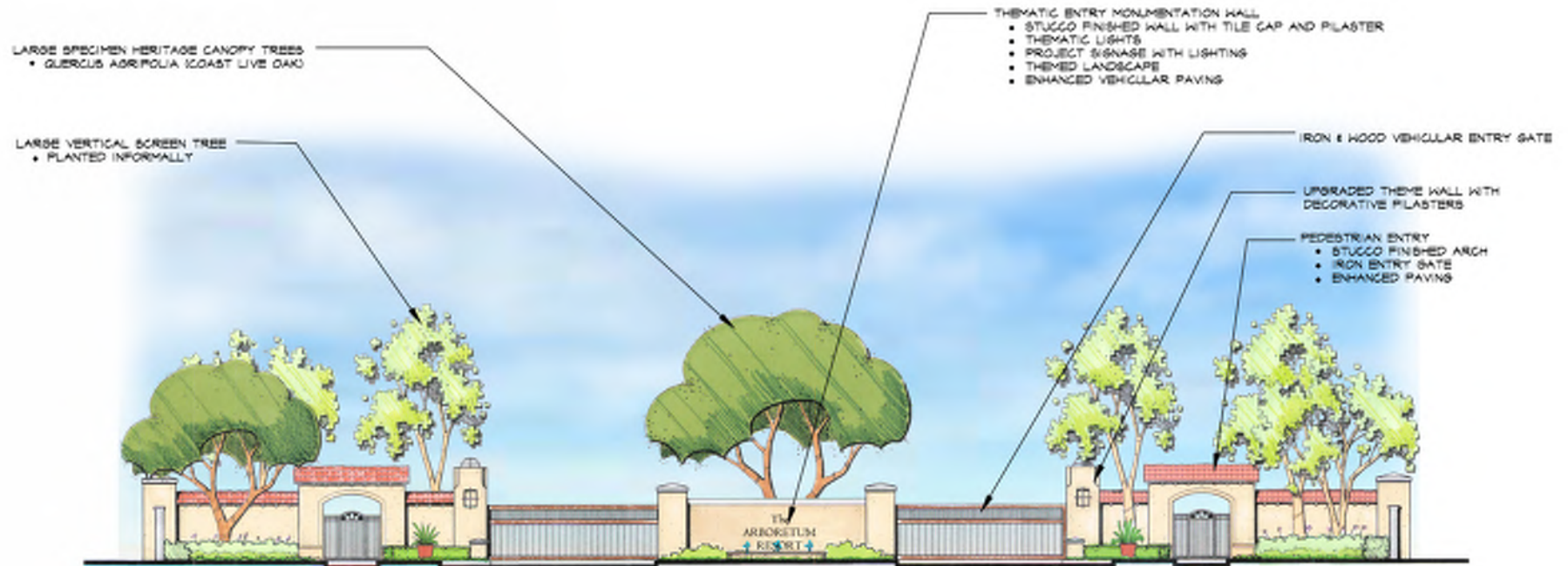
FIGURE 6.11-A



Stacking distance depicted is conceptual, the final design of each gated entry stacking depth shall be determined by the City Engineer after review of a submitted professional engineer report analyzing the stacking requirement for each proposed gated development.

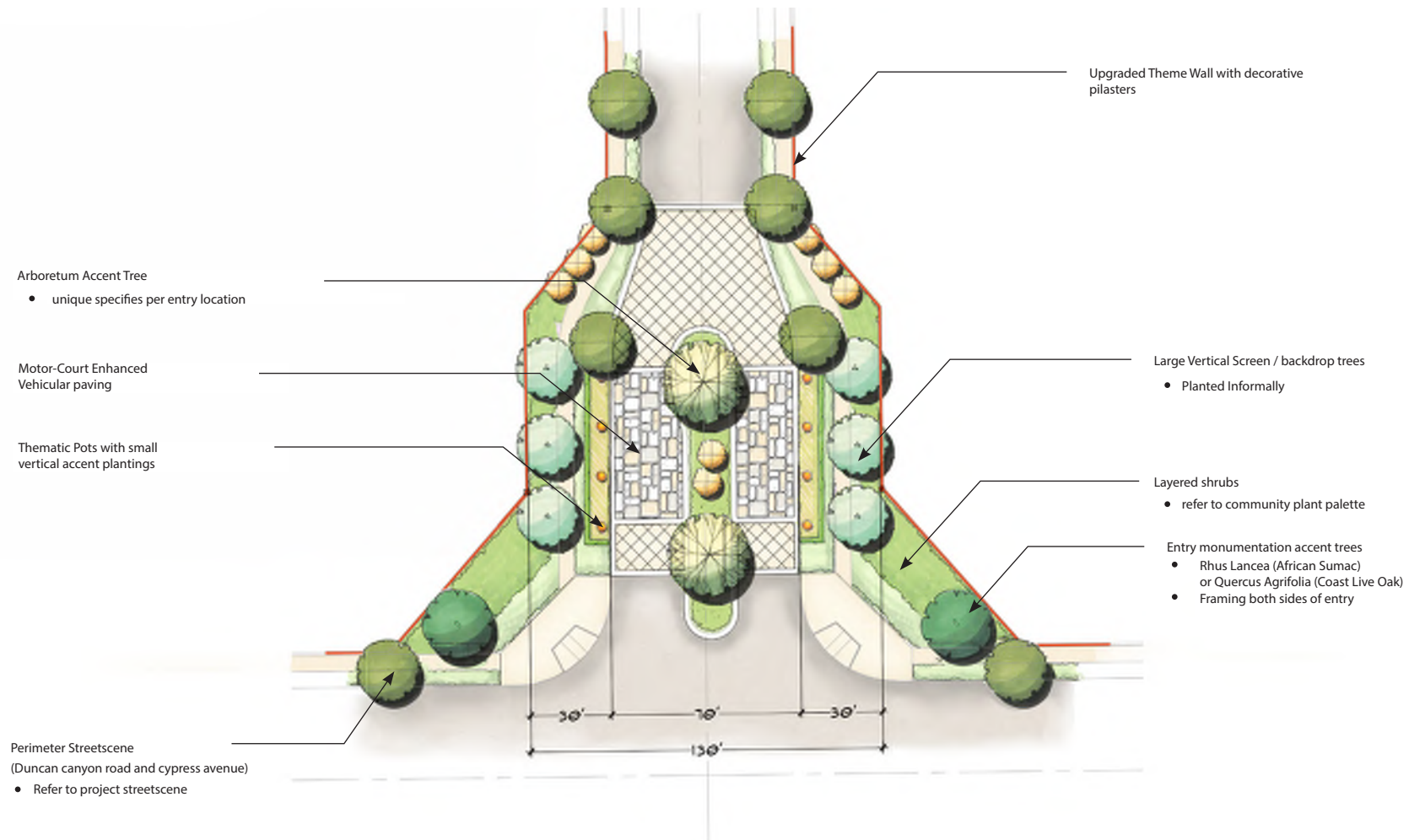
PRIMARY GATED ENTRY

FIGURE 6.11-B



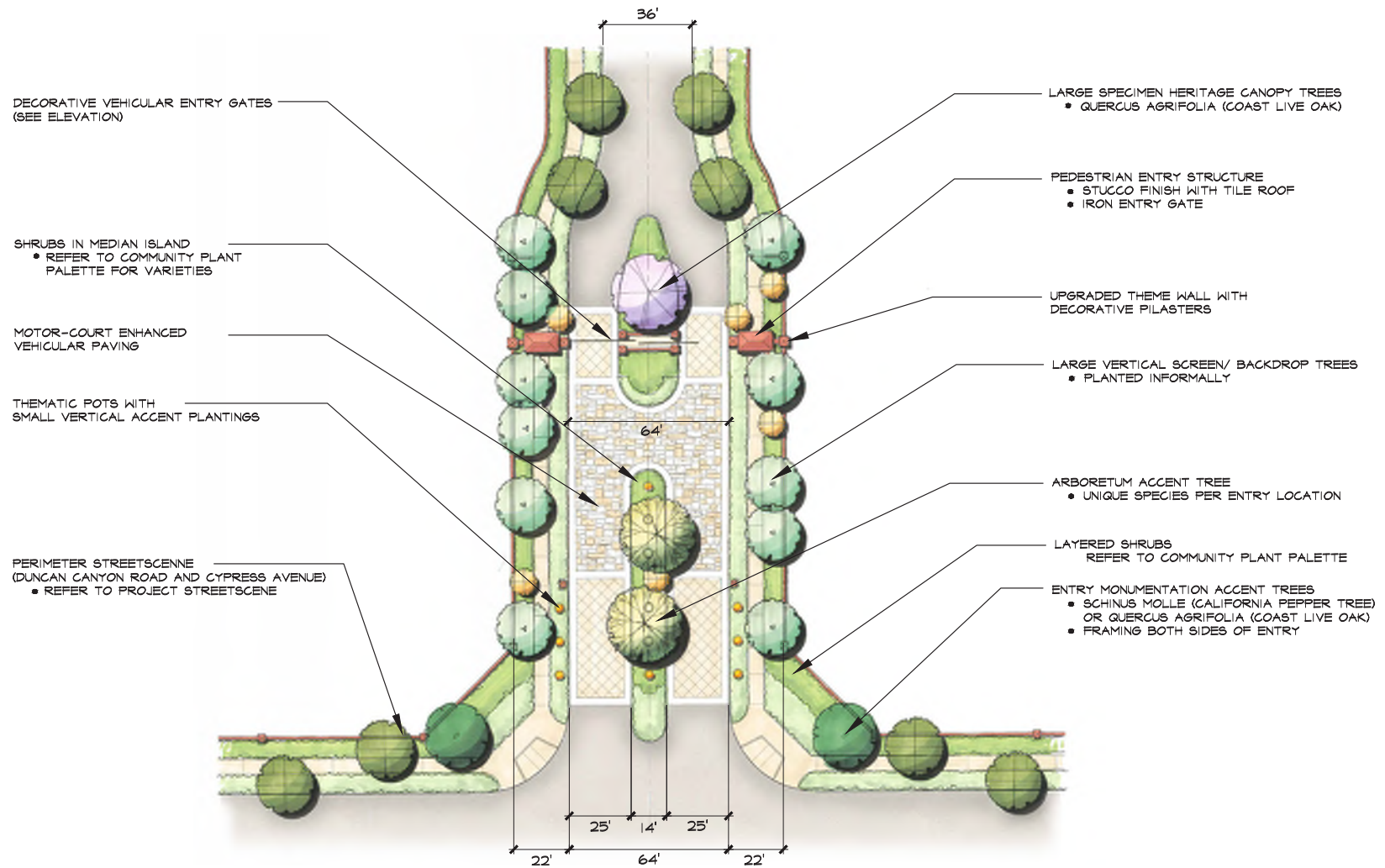
PRIMARY NONGATED ENTRY

FIGURE 6.12



SECONDARY GATED ENTRY

FIGURE 6.13

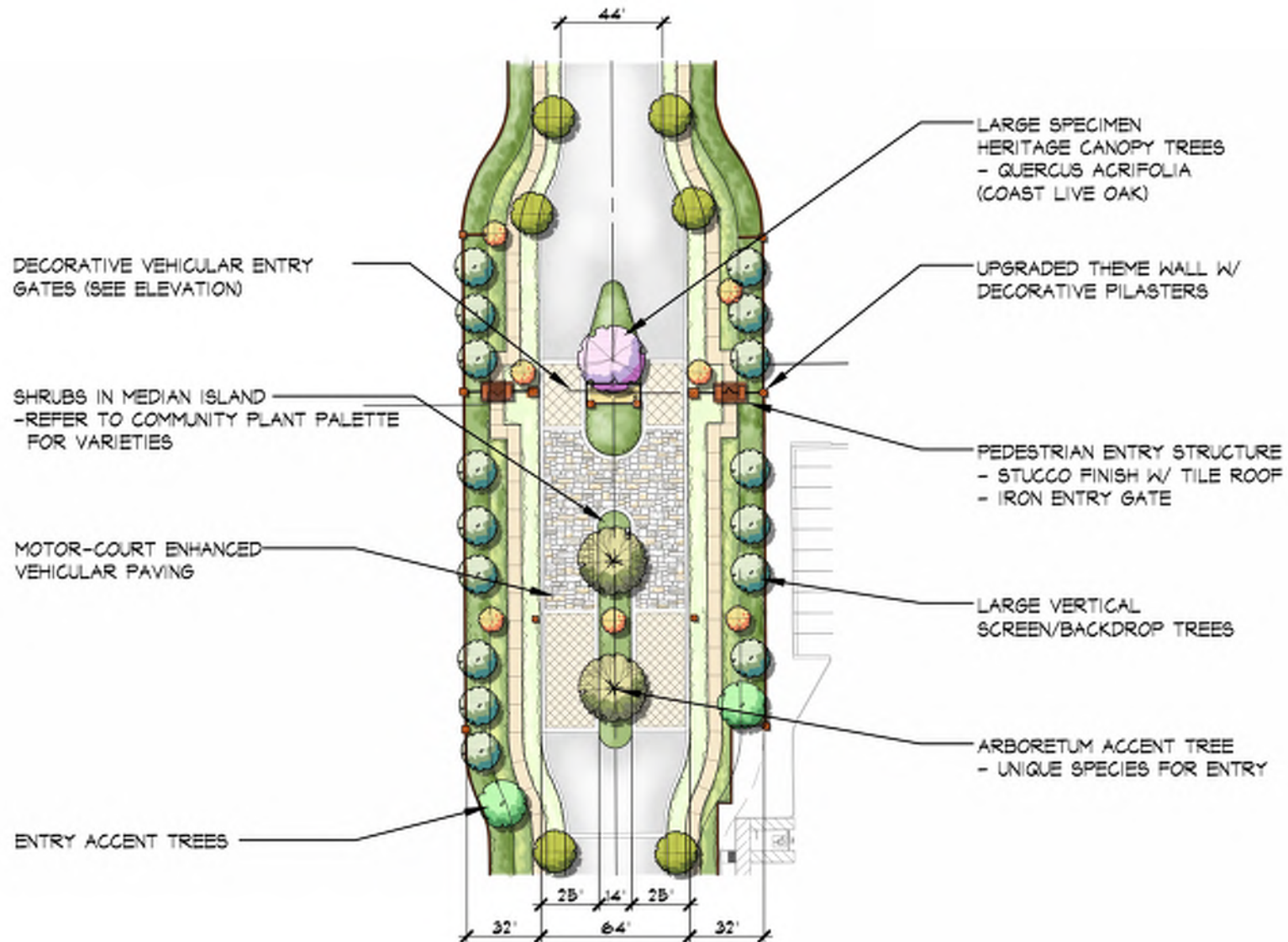


Stacking distance depicted is conceptual, the final design of each gated entry stacking depth shall be determined by the City Engineer after review of a submitted professional engineer report analyzing the stacking requirement for each proposed gated development.



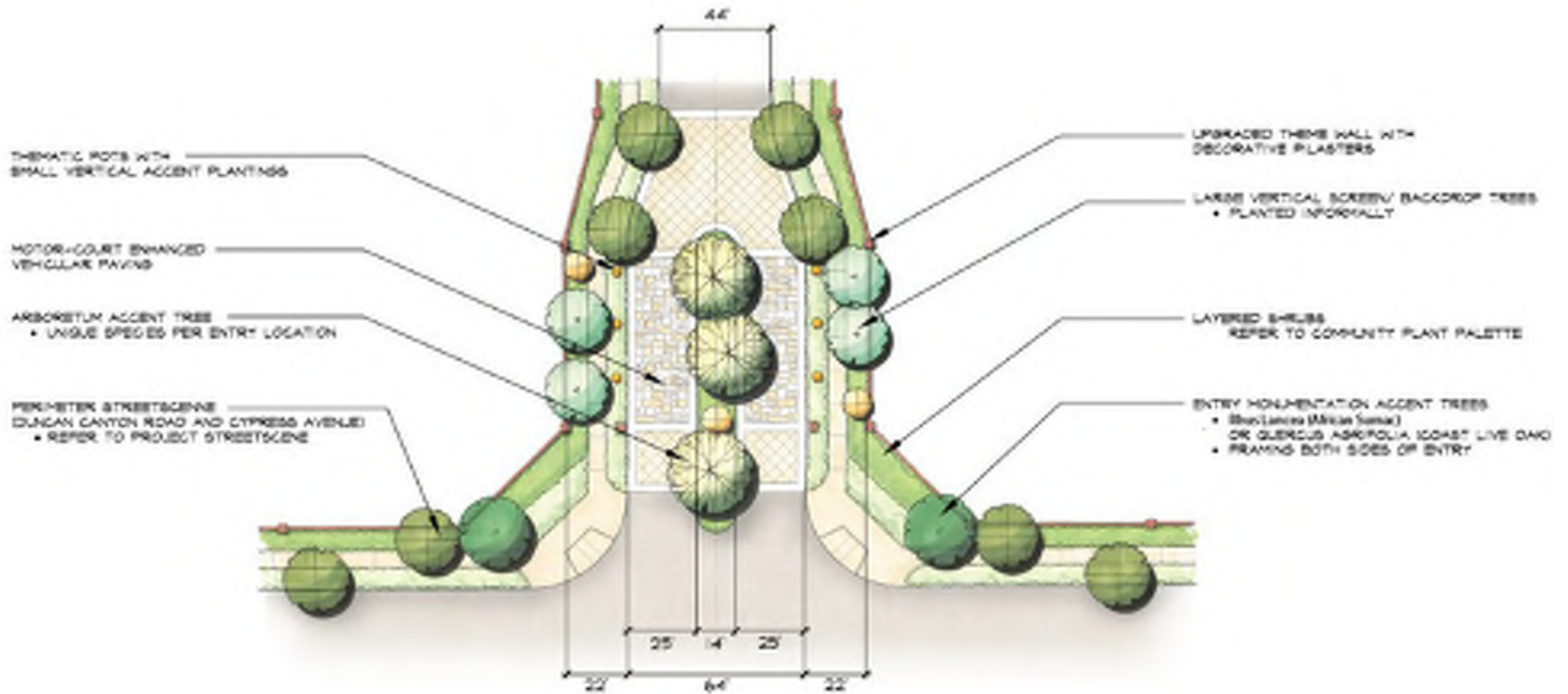
SECONDARY GATED ENTRY - TERRA VISTA ENTRY

FIGURE 6.13-A



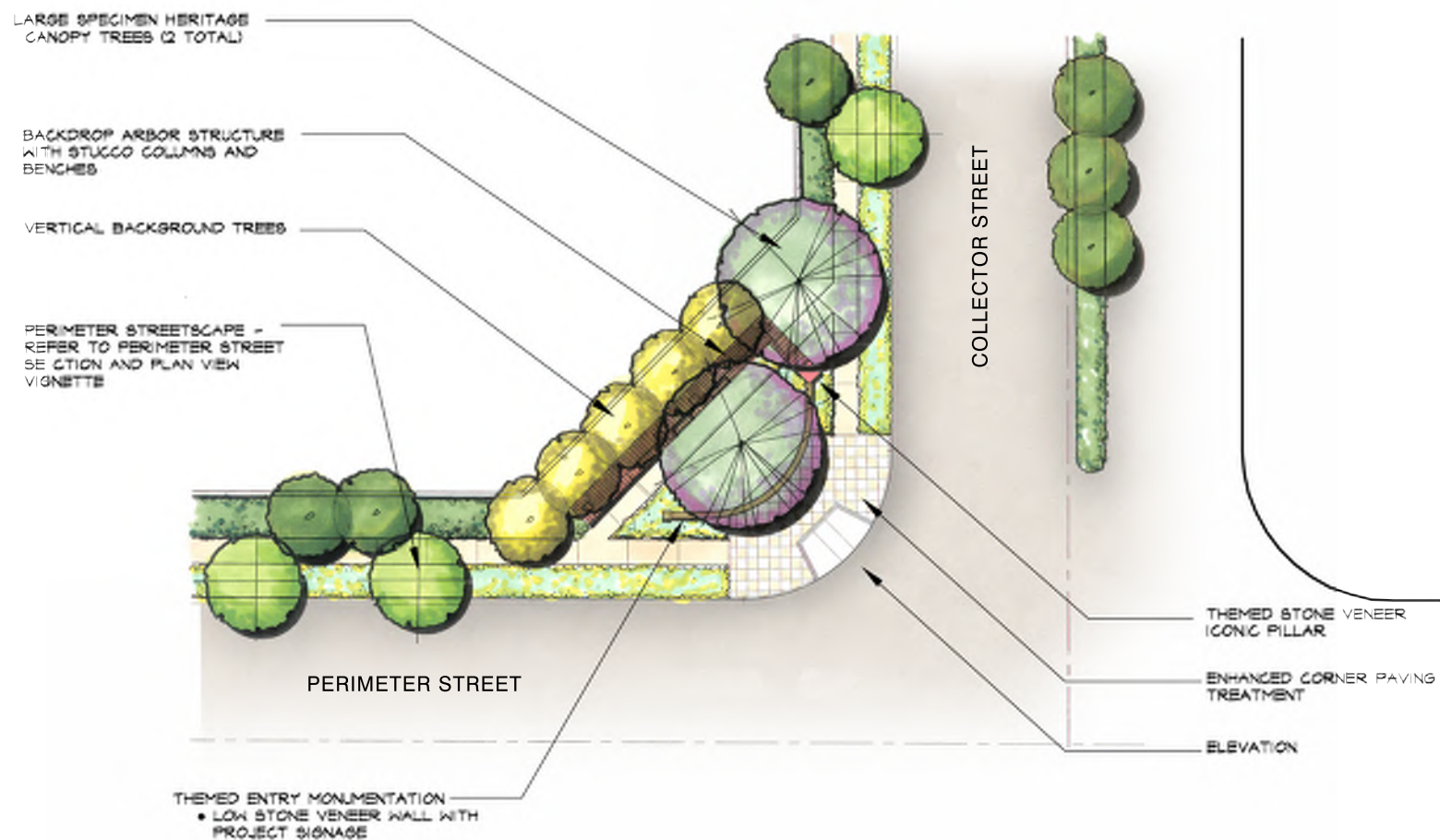
SECONDARY NONGATED ENTRY - CORNER

FIGURE 6.14



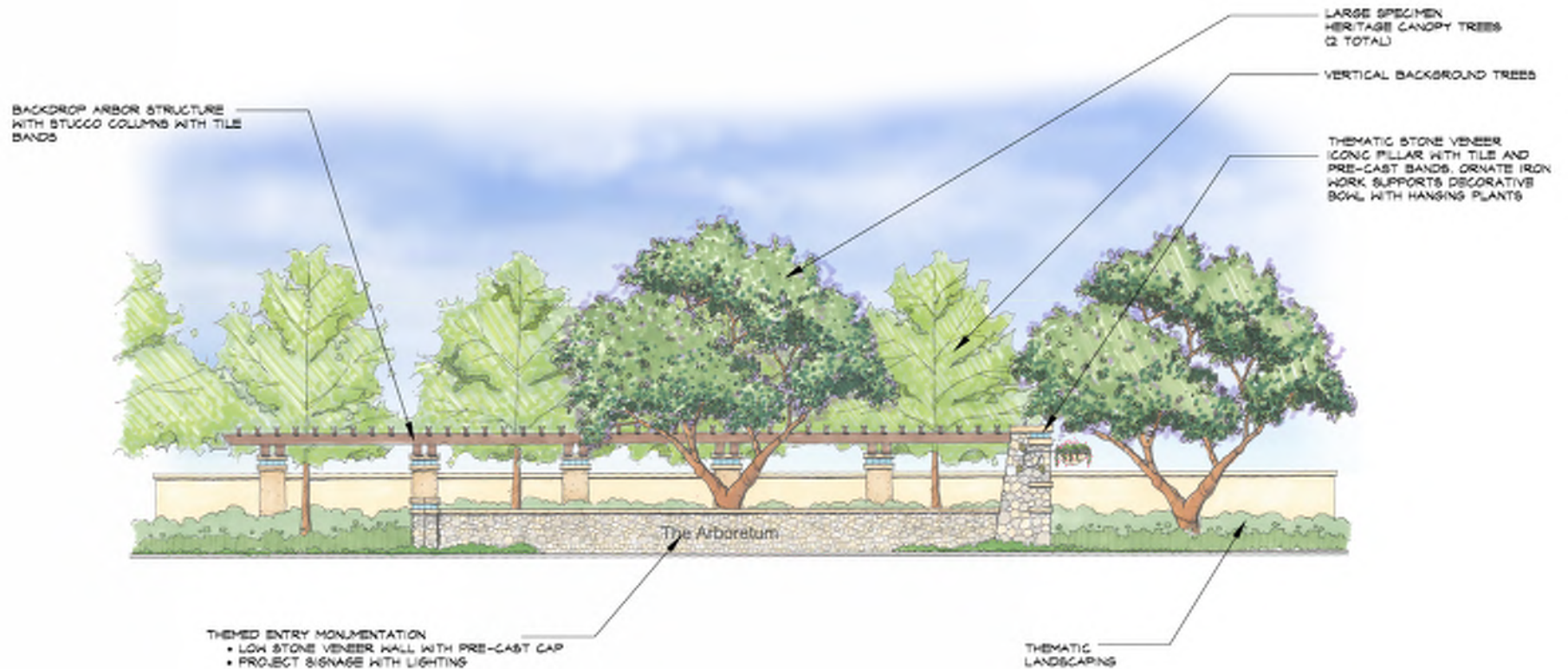
TYPICAL COMMUNITY ENTRY MONUMENTATION

FIGURE 6.15-A



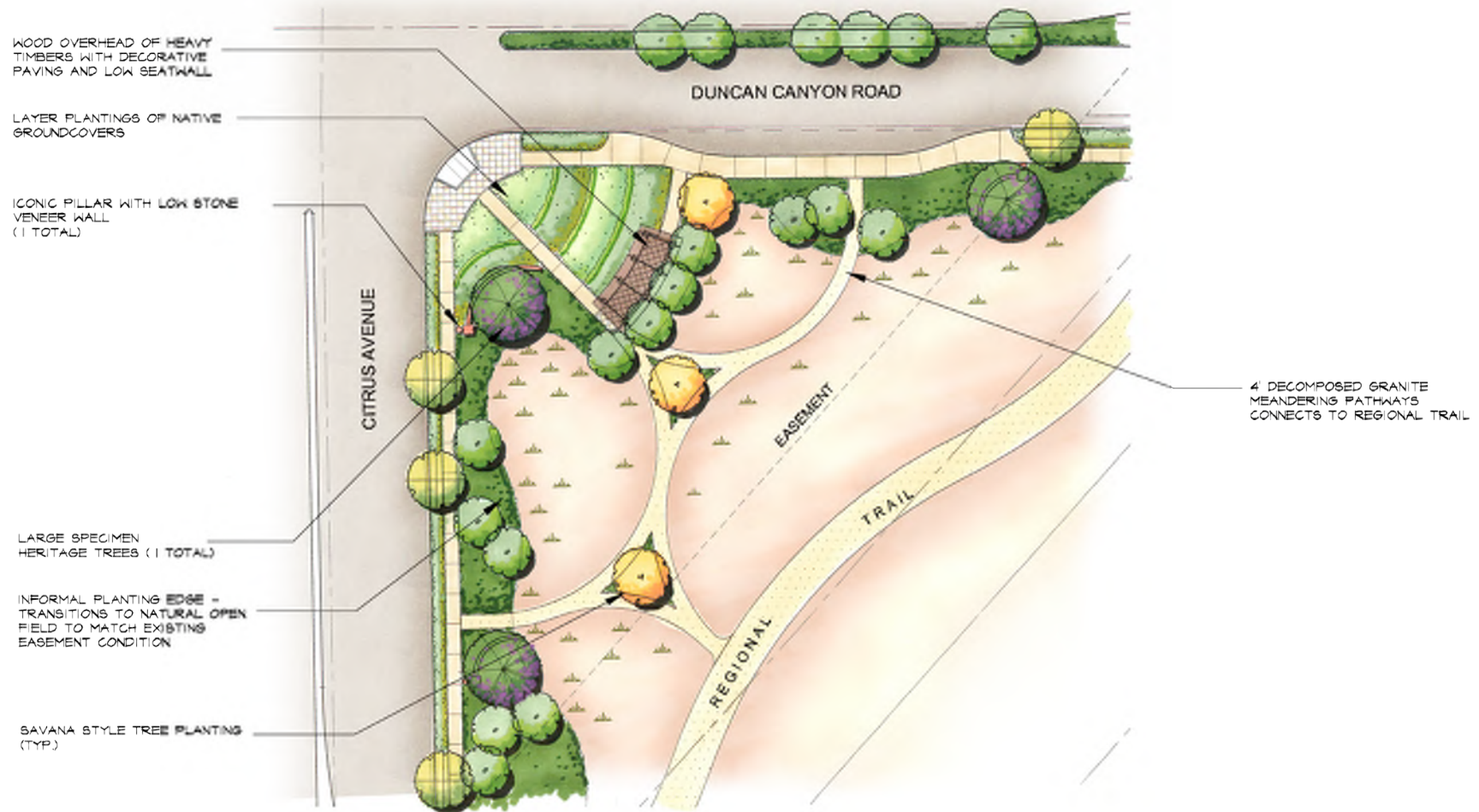
TYPICAL COMMUNITY ENTRY MONUMENTATION

FIGURE 6.15-B



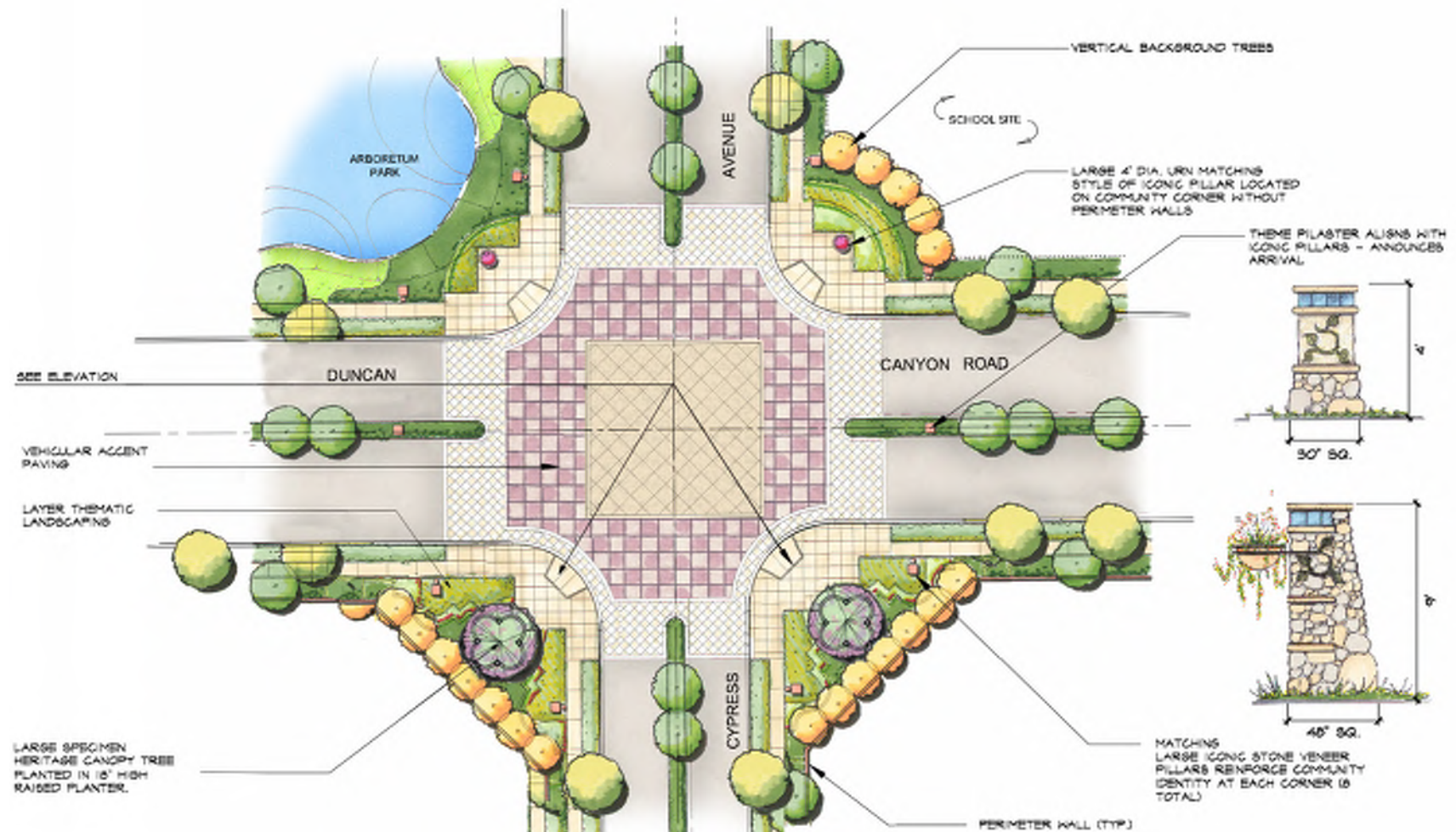
COMMUNITY ENTRY MONUMENTATION - CITRUS AVENUE AND DUNCAN CANYON ROAD

FIGURE 6.15-C



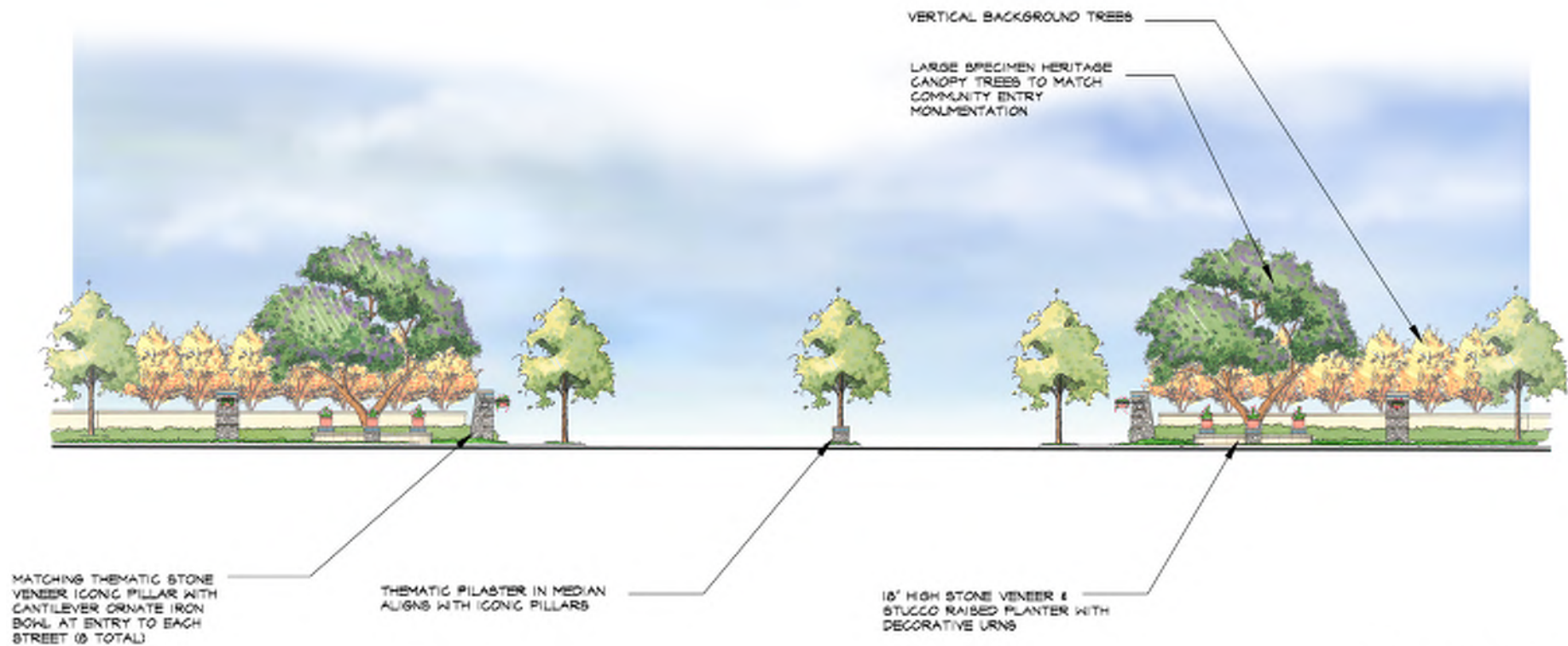
ICON MONUMENTATION

FIGURE 6.16-A



ICON MONUMENTATION

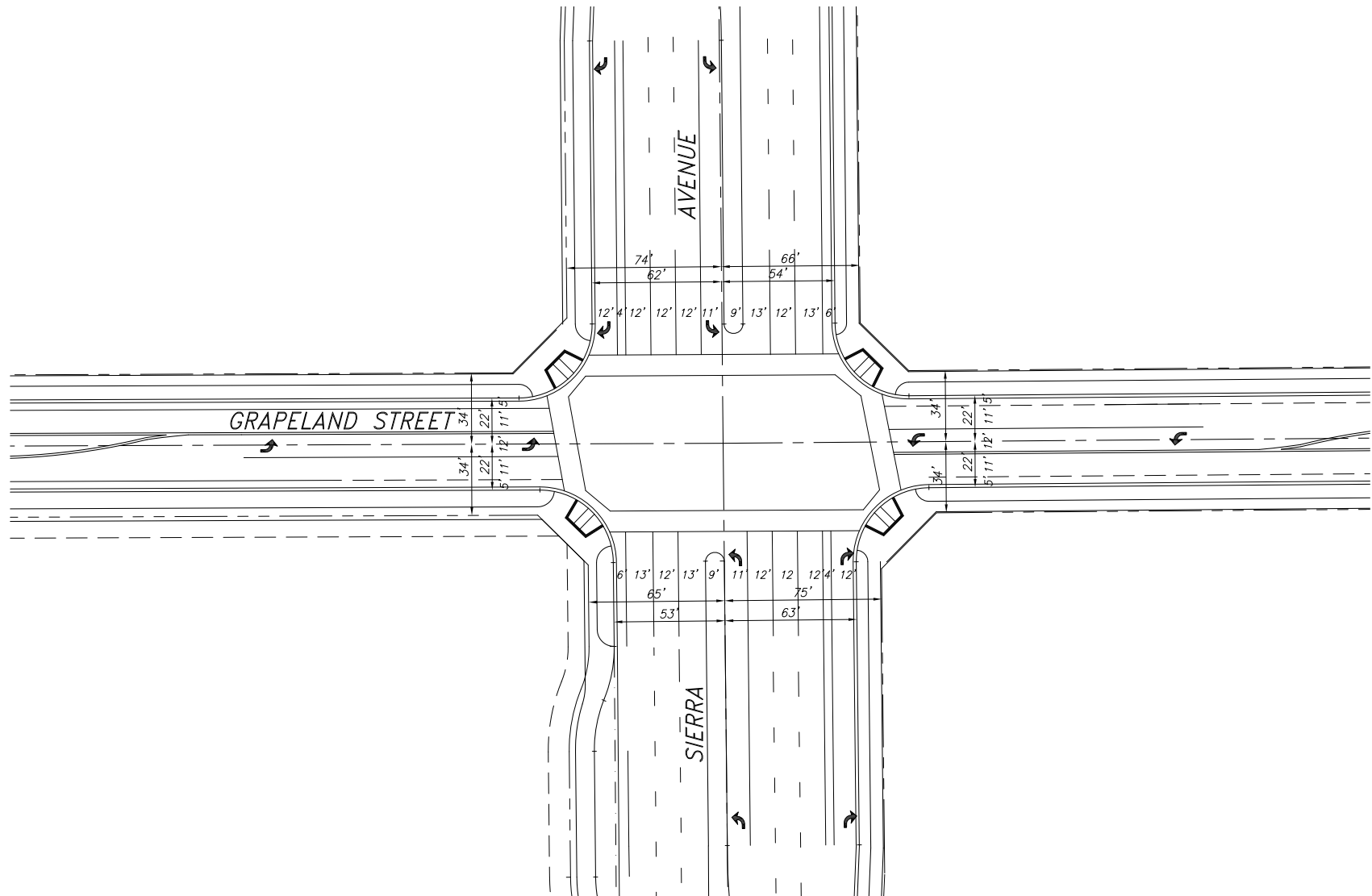
FIGURE 6.16-B



Note: There is no median on Cypress Avenue south of Duncan Canyon Road.

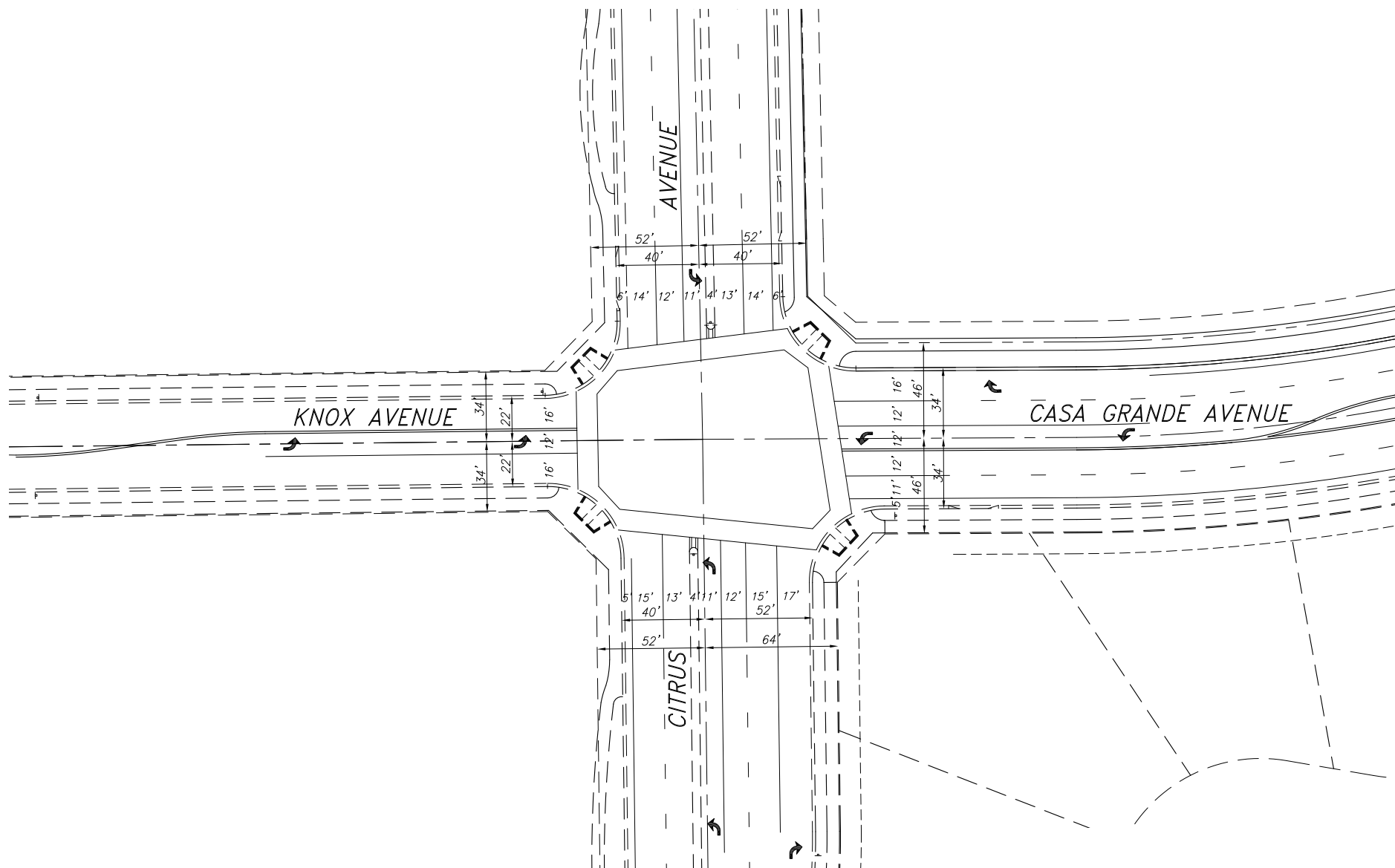
ROAD ALIGNMENT - SIERRA AVENUE AND GRAPELAND STREET

FIGURE 6.17-A



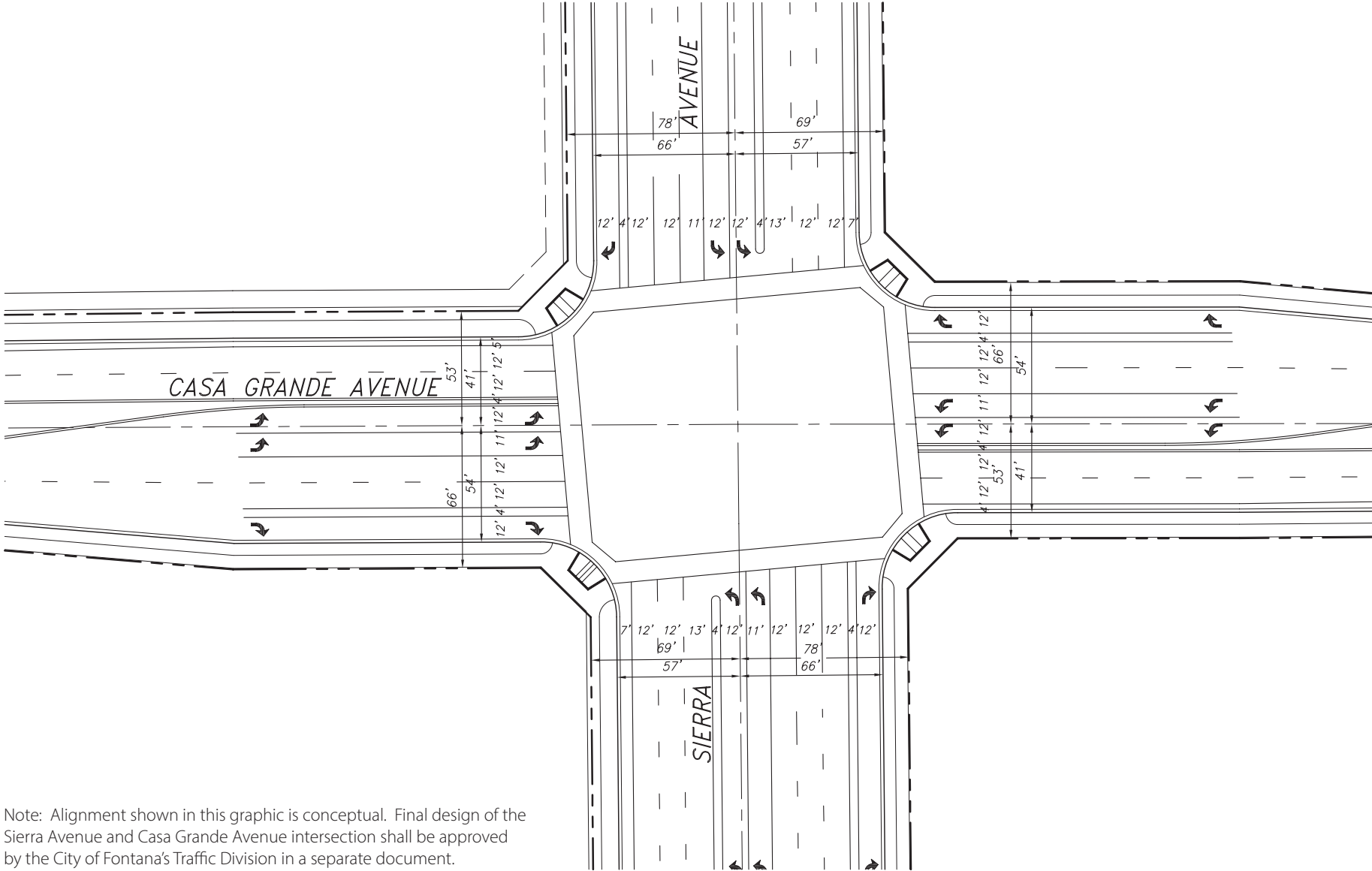
ROAD ALIGNMENT - CITRUS AVENUE AND CASA GRANDE AVENUE

FIGURE 6.17-B



ROAD ALIGNMENT - SIERRA AVENUE AND CASA GRANDE AVENUE

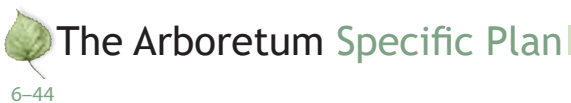
FIGURE 6.17-C



Note: Alignment shown in this graphic is conceptual. Final design of the Sierra Avenue and Casa Grande Avenue intersection shall be approved by the City of Fontana's Traffic Division in a separate document.

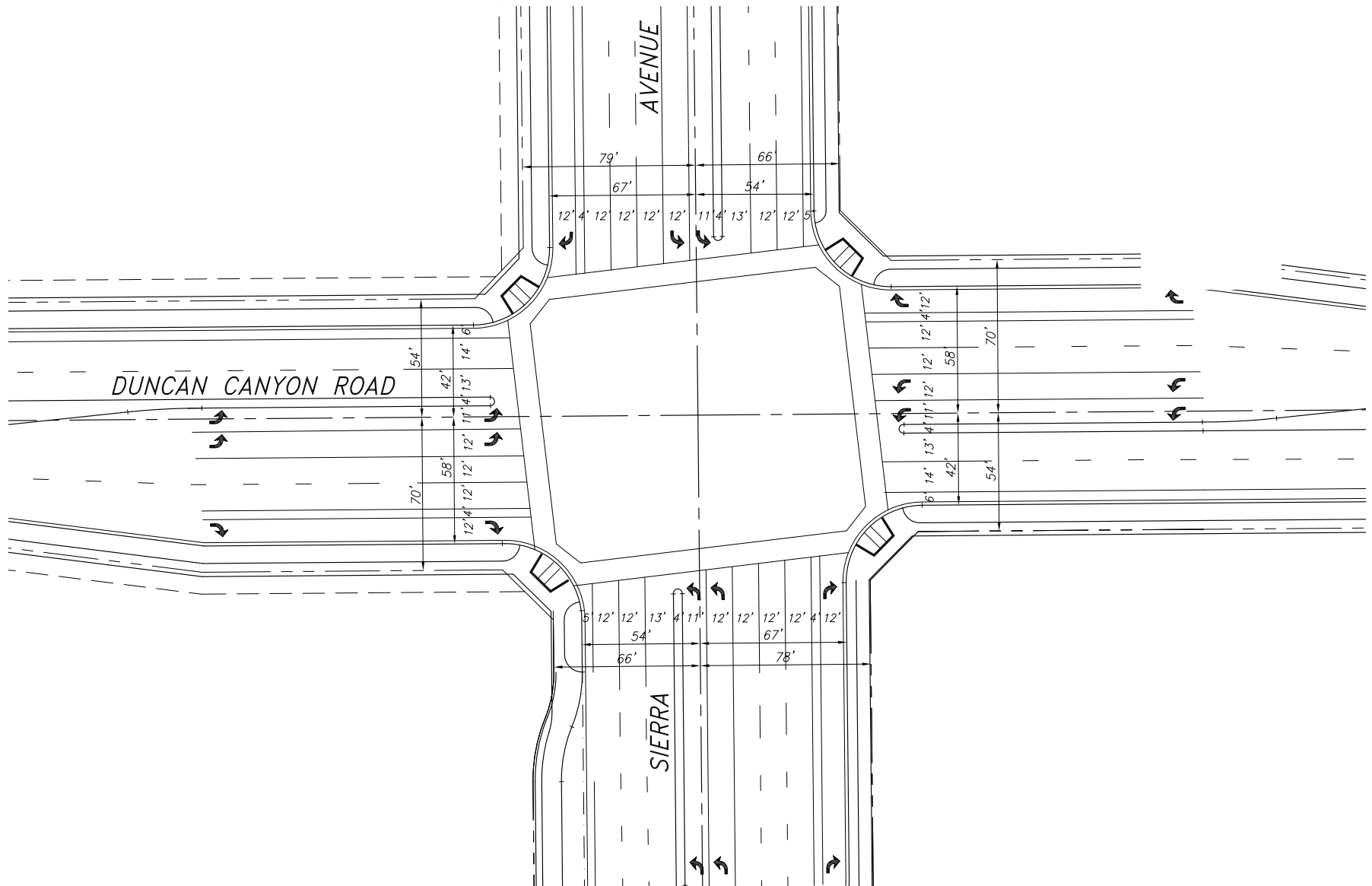


FIGURE 6.17-D



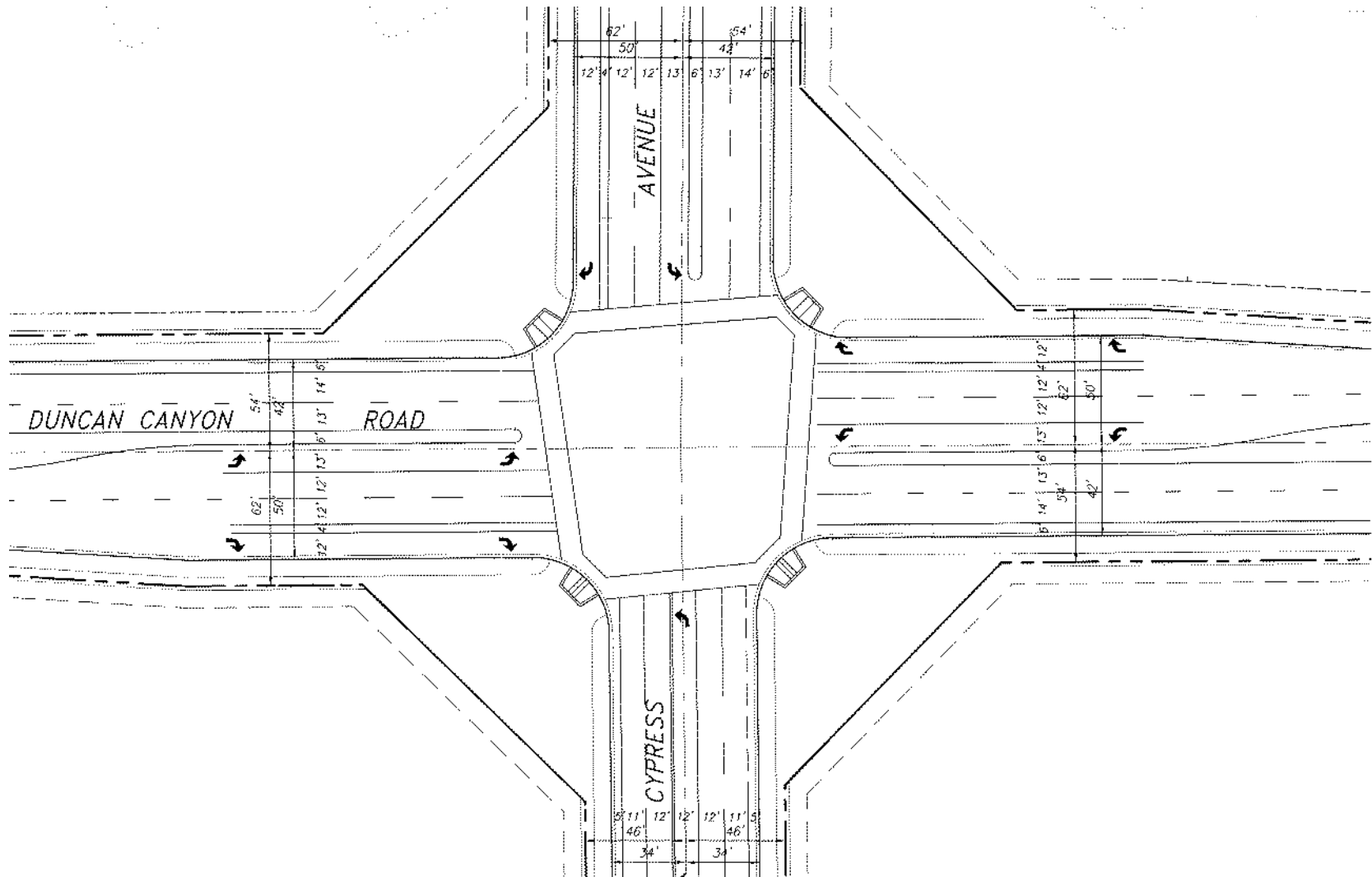
ROAD ALIGNMENT - SIERRA AVENUE AND DUNCAN CANYON ROAD

FIGURE 6.17-E



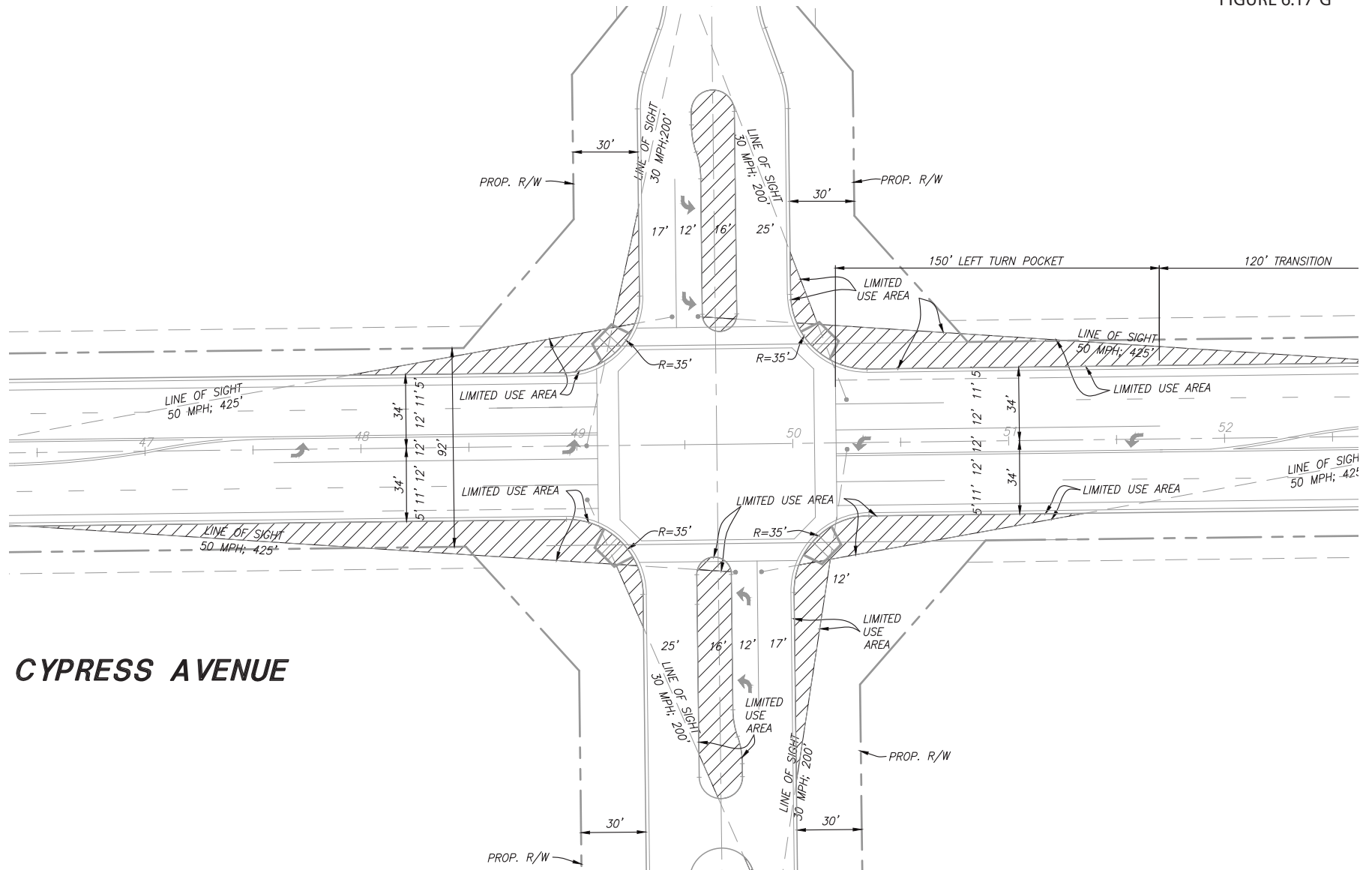
ROAD ALIGNMENT - CYPRESS AVENUE AND DUNCAN CANYON ROAD

FIGURE 6.17-F



ROAD ALIGNMENT - CYPRESS AVENUE (SOUTH OF DUNCAN CANYON) AND FUTURE NEIGHBORHOOD STREET

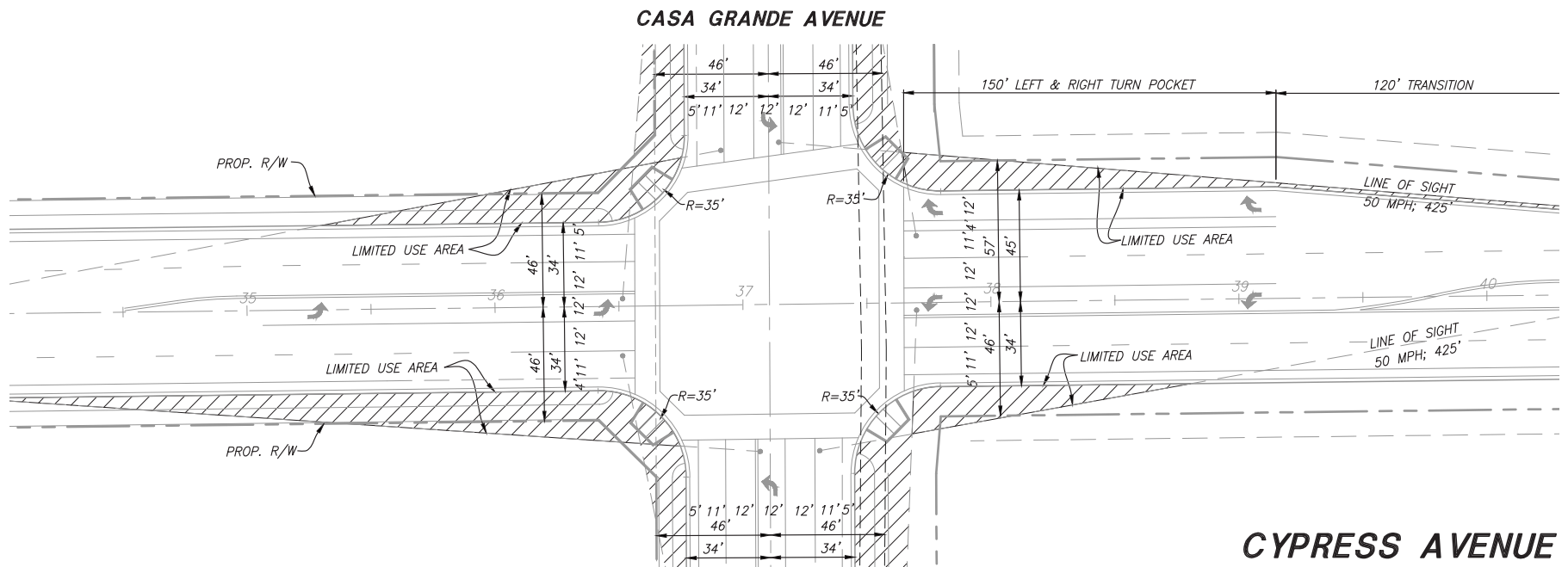
FIGURE 6.17-G



CYPRESS AVENUE

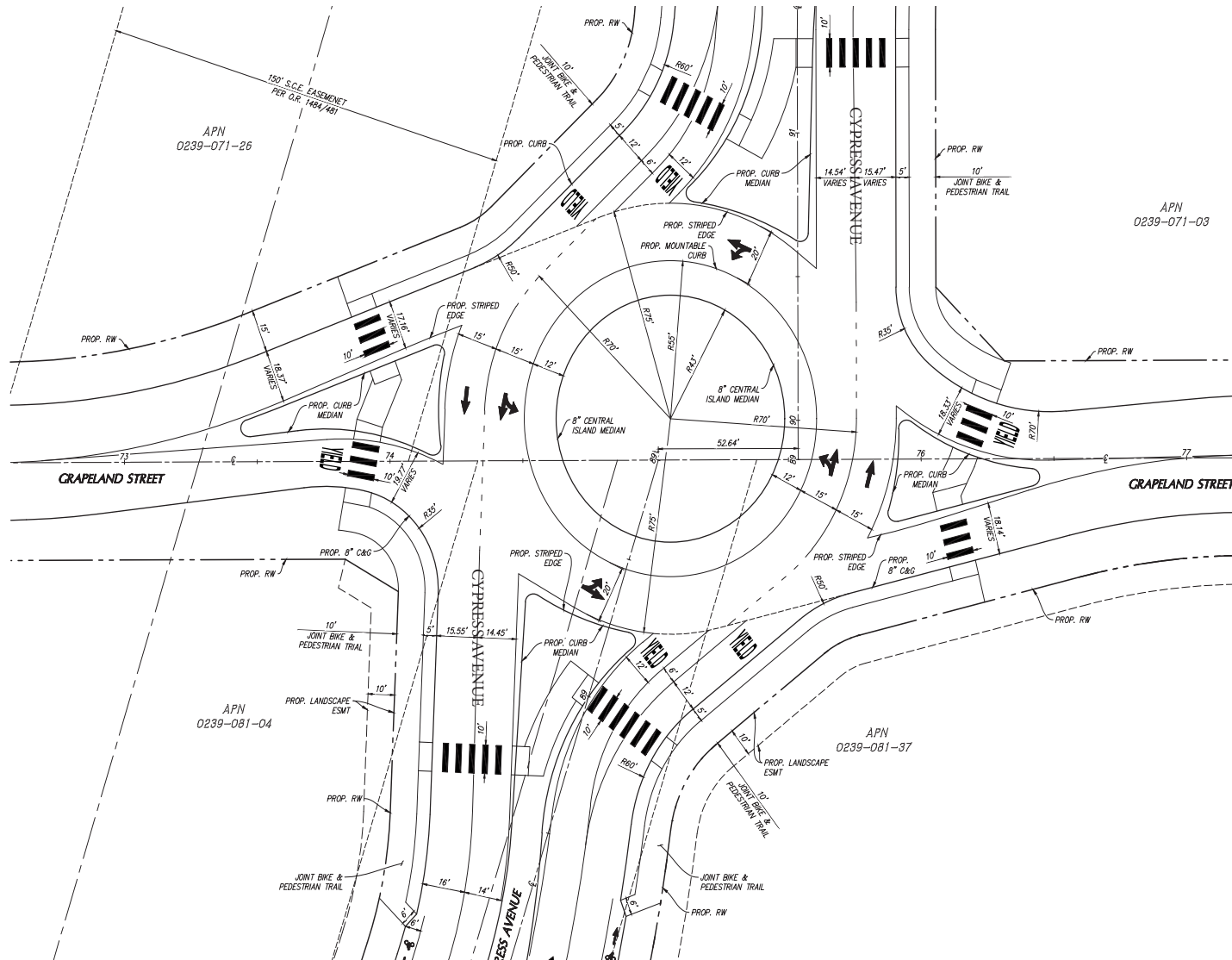
ROAD ALIGNMENT - CYPRESS AVENUE AND CASA GRANDE AVENUE

FIGURE 6.17-H



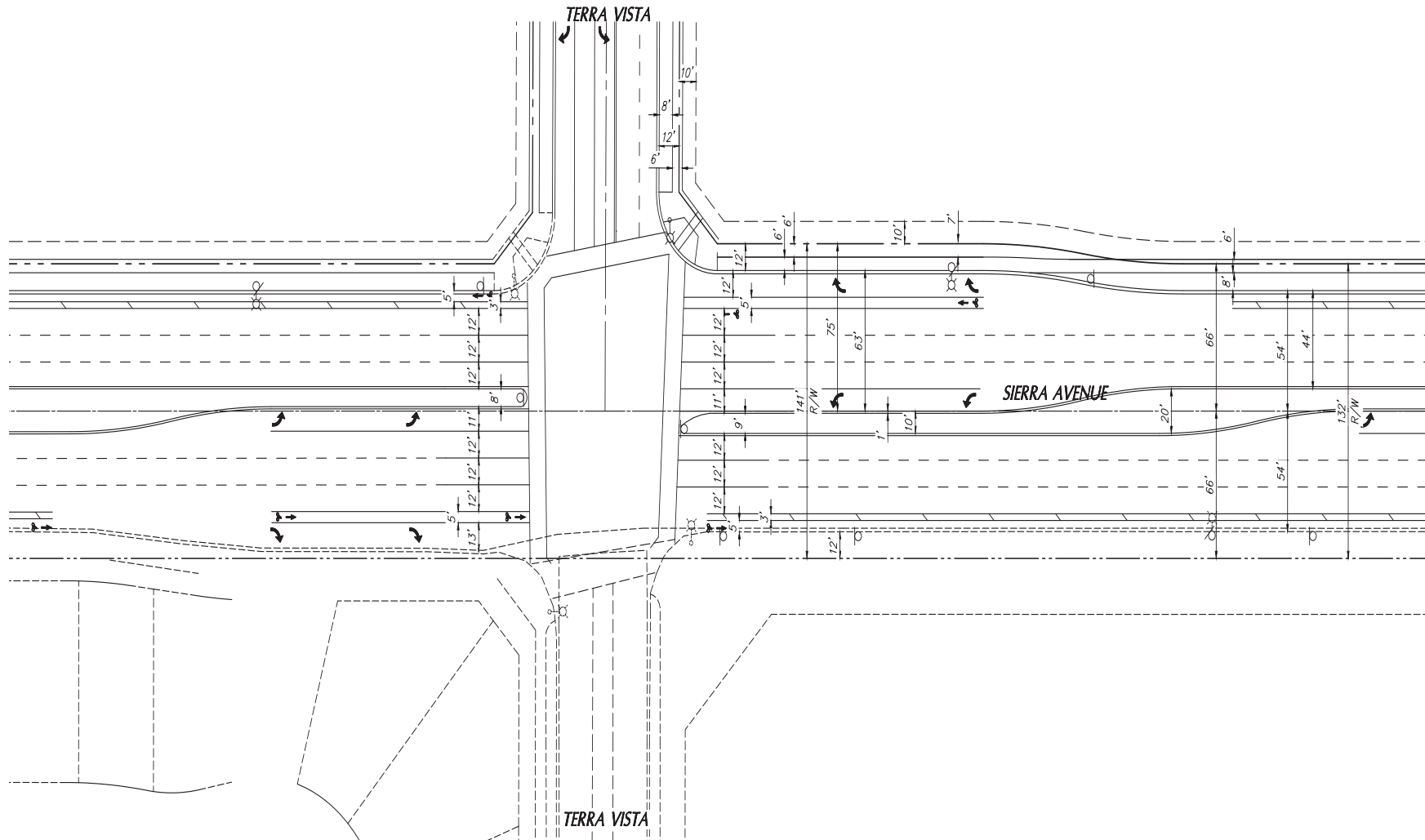
ROAD ALIGNMENT - GRAPELAND STREET AND CYPRESS AVENUE

FIGURE 6.17-1



ROAD ALIGNMENT - SIERRA AVENUE AND TERRA VISTA DRIVE

FIGURE 6.17-J





Pedestrian and bicycle connectivity

6.4 Pedestrian Circulation, Bikeways and Trails Plan

6.4.1 Pedestrian Environment

Pedestrian-friendly environments within The Arboretum are created by providing usable pedestrian connections through a combination of The Arboretum trail system and paseos and safe, pleasant streetscenes. These pedestrian connections provide strong linkages between neighborhoods, schools, parks, and recreational amenities that encourage walking and bicycling as an alternative to auto travel. The Resort Village contains a variable-width pedestrian **walkway paseo** linking two major recreation complexes. The Arboretum Trail is a unique pedestrian circulation corridor that connects all four villages. The 10-foot-wide Arboretum Trail also acts as a “wayfinding” element, providing pedestrian linkages to all neighborhoods, eventually ending at the The Arboretum Park. See Figure 6.18, *Pedestrian Circulation, Bikeways and Trails Plan*, for locations of pedestrian connections.

6.4.2 Bikeways

There is an extensive system of Class II bicycle trails, all of which are 5 feet in width, proposed for The Arboretum. Class II bike trails along Sierra Avenue and Citrus Avenue provide a **main major** north–south connection and the bike trails along Grapeland Street and Casa Grande Avenue provide a **main major** east–west connection. On perimeter arterial collector streets, including Sierra Avenue, Grapeland Street, Citrus Avenue, and Casa Grande Avenue, a striped bike lane is adjacent to the streetscene curb. Project interior collector streets, including Duncan Canyon Road and Cypress Avenue, also contain this striped bike lane. Bike routes will be designated along local residential streets.

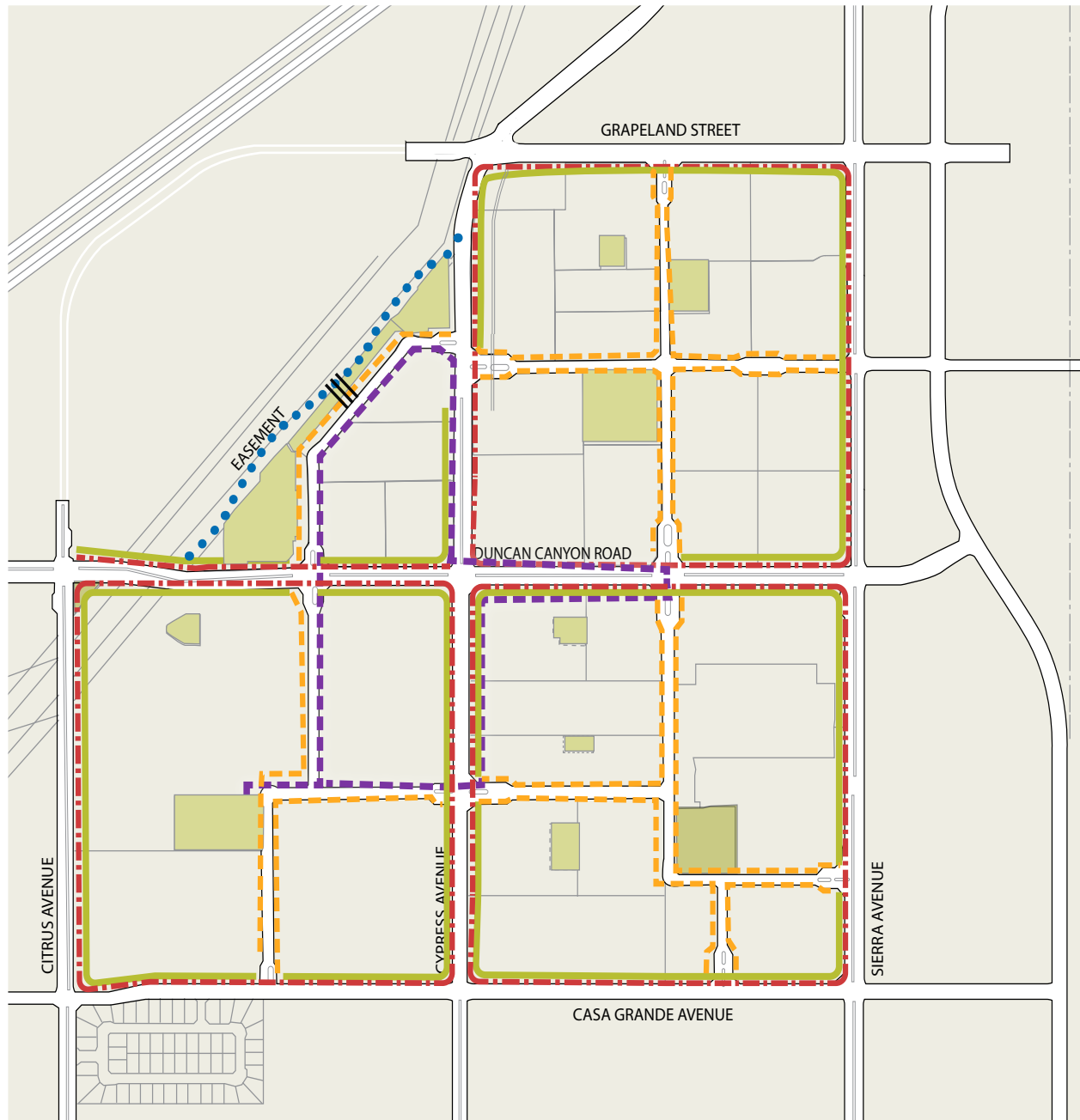
A Class II bike lane is also located along Duncan Canyon Road and Cypress Avenue within the community. See Figure 6.18, *Pedestrian Circulation, Bikeways and Trails Plan*, for locations of bikeways.





PEDESTRIAN CIRCULATION, BIKEWAYS AND TRAILS PLAN

FIGURE 6.18



LEGEND

- 5' Wide Pedestrian Walk
- 6' Wide Pedestrian Walk
- The Arboretum Trail
- Community Trail
- Class II Bike Lane
- Arboretum Trail - Community Trail Pedestrian Connection¹
- Parks

Note 1: Exact location of connection between the Arboretum Trail and the Community Trail will vary depending on final park design.



6.4.3 Paseos and Recreational Trails

The community structure plan for The Arboretum is based on the principle that all neighborhoods will provide for pedestrian connectivity. This goal is achieved in numerous ways. First, Sierra Avenue, Grapeland Street, Citrus Avenue, Duncan Canyon Road, Cypress Avenue, and Casa Grande Avenue all contain a 6-foot-wide sidewalk separated from the street by an 8-foot-wide landscape area. The Arboretum Trail contain a 10-foot-wide sidewalk. ~~on one side of the street and a 6-foot-wide sidewalk on the other side.~~ Both are separated from the street by a turf or shrub parkway. Local streets contain a 5-foot-wide curb-separated sidewalk on both sides of the street. In addition to the pedestrian sidewalks, Class II bicycle lanes are adjacent to Sierra Avenue, Grapeland Street, Citrus Avenue, Casa Grande Avenue, Duncan Canyon Road, and Cypress Avenue. ~~A greenbelt with a pedestrian paseo is located in The Resort linking the two community recreation centers to adjoining neighborhoods.~~ The community trail, a portion of the regional trail system which fronts the Arboretum Specific Plan, maintains regional access to open space areas by connecting the Southern California Edison utility easement to The Arboretum. See Figure 6.18, *Pedestrian Circulation, Bikeways and Trails Plan* for locations ~~of paseos and~~ recreational trails.

All pedestrian ~~paseos and~~ trails will be visible from adjacent residential dwelling units, public or private streets for enhanced pedestrian security. ~~All paseos shall have pedestrian lighting; refer to lighting section for additional lighting requirements.~~ Light spacing shall be per the City of Fontana codes and regulations, and light fixtures shall be approved by the City.



Pedestrian paseos and recreational trails



6.5 Walls and Fencing

Walls and fences are used at The Arboretum to provide safety and privacy along perimeter streets. Fencing also delineates homeowner property boundaries. Community theme walls adjacent to Citrus Avenue, Casa Grande Avenue, Sierra Avenue, and Grapeland Street shall consist of a solid 6-foot-high block “Proto II” wall system (or equivalent). These perimeter block walls shall be grouted to match block color, and have a contrasting masonry cap. Single-family residential rear and side yards when adjacent to a collector street shall also be constructed of the above mentioned block wall.

Community-theme walls located at project monumentation areas and at primary and secondary project entries are an upgraded wall. These upgraded walls shall be a 6-foot-high “Proto II” wall with a stucco finish and stucco cap.

Residential walls along rear and side property lines shall be constructed of a Precision block wall (if not visible from public right-of-way) and shall be 6 feet in height. Wall height may increase due to noise mitigation requirements.

Figure 6.19, *Community Fencing Plan*, shows the placement of community theme walls, view fencing, and decorative fencing throughout The Arboretum Specific Plan area. Figure 6.20, *Community Fencing Elevations*, provides illustrations of the four fencing types for The Arboretum Specific Plan.

General guidelines for use of walls and fences are provided below:

- Solid block community walls shall be located at the back of the 10-foot easement on Citrus Avenue, Casa Grande, Sierra Avenue and Grapeland Street.
- Community walls may not be used where multifamily, public buildings, parks, and open space are adjacent to streets.
- Block walls shall be constructed using a “Proto II” wall system (or equivalent), as approved by the City of Fontana.
- Block walls shall be constructed using 8-inch by 16-inch block, (grout color to match block).

- Community walls shall be no higher than 6 feet above grade except when noise mitigation efforts require an increased perimeter wall height.
- 6.5 foot-high block pilasters are located approximately 100 feet apart.
- Split face block is required for the Community Theme Wall.
- A 6-foot-high precision block wall shall also be used at residential side and rear yards if not visible from right-of-way.
- No chain-link fence, wire fence, or wood fencing is allowed.
- Upgraded walls are located at project monumentation areas and primary/secondary entries
- Upgraded walls shall be a 6-foot-high “Proto II” wall with a stucco finish and stucco cap.
- Residential units and open space areas (i.e. private or public streets, parking lots, and private or public parks) shall maintain secure space and circulation through any one of the following elements: walls, gates, slopes, or hostile planting with vegetation.



COMMUNITY FENCING PLAN

FIGURE 6.19

LEGEND

- 6'0" Community Theme Wall
- 6'0" Theme Wall at Entries

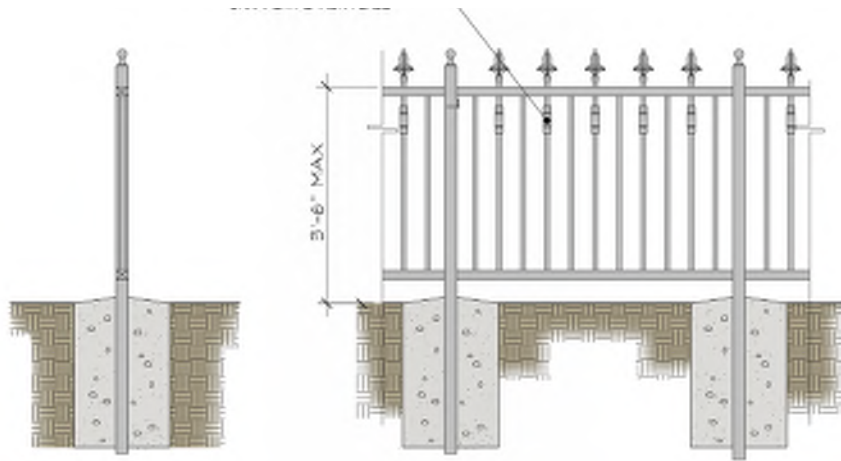
Note: Existing Walls at PA 1 of Gabion Ranch are installed and will not match the Arboretum specifications.

This graphic is conceptual in nature and fencing locations will align with final engineering.

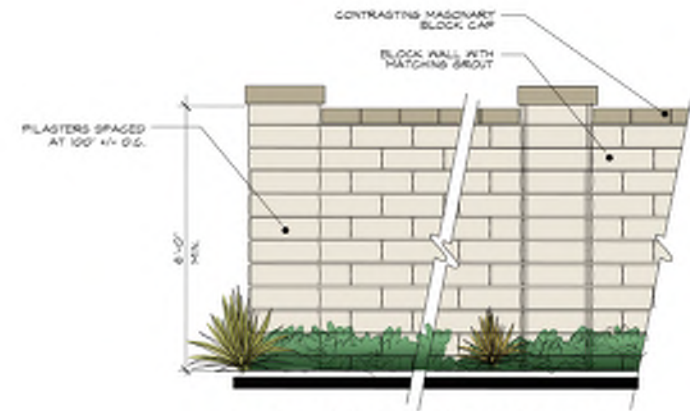


COMMUNITY FENCING ELEVATIONS

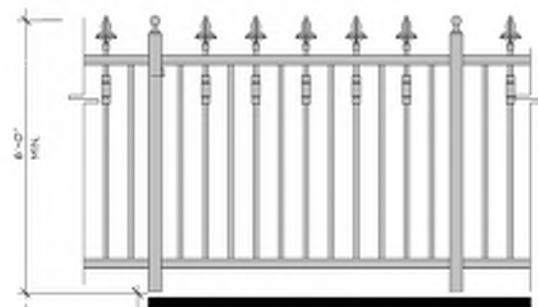
FIGURE 6.20



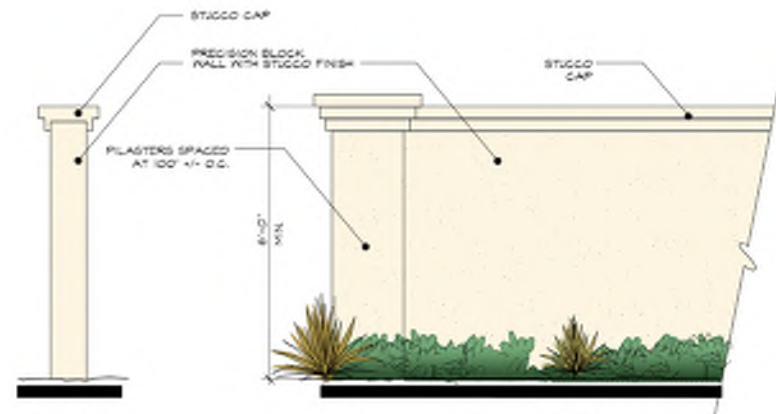
PARK CHILD BARRIER RAIL



COMMUNITY THEME SOLID WALL



WROUGHT IRON VIEW-FENCING



SECTION

COMMUNITY THEME STUCCO WALL

Note: Split face block is required for the Community Theme Wall.

This page intentionally left blank.





Chapter 7.0

Design Guidelines and Landscape

These Design Guidelines are intended to provide detailed direction for the physical design of The Arboretum and provide an overview of the physical framework desired to visually unify The Arboretum Villages. They also encourage the application of subtle architectural distinctions that will define each unique village and ensure that design components have a high level of quality. In essence, these guidelines promote the creation of architecture and amenities designed with timeless elements that will be appreciated as much in the future as when built. While directing a high level of design quality, the Design Guidelines provide a wide degree of flexibility to encourage creativity on the part of property owners and designers to implement the spirit of The Arboretum concept throughout the development.

The Design Guidelines are intended to be general and illustrative in nature. They are not rigid requirements; however, every development within The Arboretum must incorporate the particular attention to detail reflected in these guidelines. These Design Guidelines establish the design framework that will be used to evaluate proposed developments. The intent of these guidelines must be met in order for a project to be approved during the development review process.

Due to the breadth and depth of the guidelines and requirements presented in this chapter, there will inevitably be overlap in the topics and situations addressed in the different subsections. This overlap is indicative of the interrelated nature of the overall community design, the relationship of buildings to their surroundings and the specific architectural character of structures within The Arboretum. It is important to consider these interrelationships at every stage of the design of elements of The Arboretum community.



7.1 Community-Wide Design Guidelines

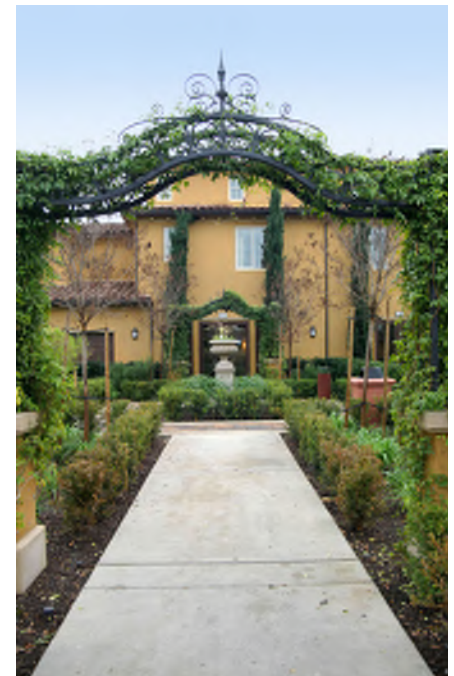
The community character of The Arboretum is inextricably linked to its community design. Elements of community design, such as architectural character, landscaping, lighting, and entry monumentation, combine to contribute to the community's image and identity. As discussed in Chapter 1, *Vision*, the foundation of The Arboretum is the creation of community that maintains a harmonious balance between the natural and built environment. This chapter focuses on the overall community design, and so a discussion of the relation of community design to the Vision for The Arboretum is warranted.

The guidelines in this section apply to the entire Arboretum Specific Plan and provide design guidance relating to general architectural character and design, landscape, entries and monumentation, streetscapes, intersections, pedestrian and bicycle connectivity, walls and fences, signage, lighting, and parking. They are intended to create a strong, cohesive community identity through the use of consistent design detail throughout the project area. Thus, the villages of The Arboretum should be developed as distinct areas within the project while retaining the necessary characteristics for overall community identity.

7.1.1 Sustainable Design

Development within The Arboretum is encouraged to integrate, where feasible, principles and practices of sustainability and green design. Incorporating sustainable design from the earliest stages has benefits for both the builder and future occupants. Many sustainable design principles have minimal or no cost impacts if incorporated early in the design phase, and initial costs can frequently be offset by reduced construction time and long-term operations and maintenance savings. In addition, sustainable neighborhood design and green homes are a desirable amenity for many potential home buyers, who are often willing to pay a premium to live in a resource-efficient house and community.

For residential areas within The Arboretum, the application of sustainable best management practices is strongly encouraged. The comprehensiveness of these certification programs guarantees, for their respective types of development, the achievement of a high minimum standard. For maximum flexibility, however, the



Pedestrian paseos, courtyards and walkways tie the community together visually.

master developer and builders may implement sustainable building and development practices most appropriate to the specific context within The Arboretum.

It is encouraged that all nonresidential buildings constructed as part of The Arboretum Specific Plan be energy efficient. Programs through Southern California Edison and the Southern California Gas Company, such as the Sustainable Communities Program and the Savings By Design Program, offer design assistance, education, training and financial incentives.

Guidelines contained within this chapter that incorporate sustainable principles and practices are marked with The Arboretum leaf symbol .



Gardens, paseos and parks give the feeling of residential units within an arboretum setting



7.1.2 General Site and Infrastructure Design

1. Where possible, orient buildings to face onto streets, parks, and open spaces/paseos. This orientation will create more attractive, safe, and pedestrian-friendly streetscapes and public spaces.
-  2. Where applicable, create curb cuts to allow stormwater flows to drain to permeable or landscaped areas.
-  3. Where practical, use pervious or open grid paving for driveways, walkways, plazas, and parking areas. Implement small-scale design features throughout the development, such as dual-track driveways for single-family homes.
-  4. Incorporate recycled-content aggregate (reused and crushed concrete and asphalt) wherever aggregate is specified, such as drainage backfill and under driveways, sidewalks, and building slabs.
-  5. Use pervious paving materials where practical to reduce the negative effects of stormwater runoff and to facilitate groundwater recharge.
-  6. Utilize grass swales, particularly with native or drought-tolerant grasses, to collect and filter water runoff.

7.1.3 General Architectural Character and Design

1. Vary rooflines and building heights to create visual interest.
2. Incorporate significant architectural features, such as towers or balconies, into the design of key community buildings, such as the recreation centers. Doing so will strengthen the identity of the project.
3. Varied massing and vertical step-back in building design prevents a monotonous streetscape and is encouraged.
4. Front elevation design and materials are to wrap around the side elevation to an appropriate transition point, as determined by the Planning Division. If the rear elevation is visible from a public street, rear elevation design and materials shall also wrap around the side elevation to provide for architectural relief.
5. Quality materials shall be used in the construction of buildings.
6. Variations in style, architectural features, and colors create visual interest and are encouraged.

7.1.4 Entries and Monumentation

Community entries are critical opportunities to distinguish The Arboretum from surrounding developments and announce arrival into the project itself. In addition, entries are an opportunity to reinforce the overall design theme and character of The Arboretum which relies heavily on landscaping to define its unique identity.

There are four types of community entries in The Arboretum: Primary Gated; Primary Nongated; Secondary Gated; and Secondary Nongated. See Chapter 6, *Circulation and Streetscape Design*, for more detailed information and for the locations of entries throughout the Arboretum community. In addition to the primary and secondary entries, community entry monumentation and icon monumentation will be strategically located throughout the community to reinforce the design theme of The Arboretum and create a sense of identity and character at the village level.

The treatments described below provide the desired quality of entries and entry monumentation. The exact design, configuration, and content of each gateway will be determined in detailed site plans at the tract map level.

1. Primary community entries shall incorporate distinctive signage, attractive landscaping, special intersection treatments, and distinguishing elements such as monument style walls. Formal groupings of signature trees and landscaping can be incorporated into the design to create distinctive entries to the community.
2. Secondary community entries shall be marked by attractive and consistent signage or landscaping and include elements similar to those found in the primary community entries, but smaller in scale.



Examples of Water Features

Icon Monumentation



7.1.5 Project Signage

1. Project signage shall have a consistent design theme and color palette throughout the development to achieve a coordinated sense of identity.
2. Signage shall be of a scale and style appropriate to the area and surrounding uses.
3. Freestanding monument-style signage shall be used. Pole signs are prohibited.
4. Signs shall utilize materials and colors that are compatible with the architecture and designs of the surrounding areas.



Example of a themed monument sign

7.1.6 Commercial Parking

1. Parking areas shall be designed to minimize the conflict between pedestrian and vehicular traffic.
2. Parking areas shall provide clearly marked and well-lit pedestrian walkways to ensure pedestrian safety.
3. Provide tree cover and shade structures in parking lots, such as around schools and recreation centers, for shading and to reduce the amount of heat absorbed by paved parking areas. Evergreen trees that provide year-round shade are particularly useful for minimizing absorption of heat.
4. All required off-street parking (City's Municipal Code, Chapter 30, Article XI) shall be located outside of the public right-of-way and on-site. Required off-street parking will not be accommodated on any public streets.
5. Required off street parking (except for visitors parking) may be satisfied in a private gated community on privately maintained streets on one side of the street as long as a minimum drive aisle, as required by the Fire Department, is maintained.



Minimized conflict between cars and pedestrians in parking areas



Shade trees in parking area



7.1.7 Parks, Recreation and Open Space

1. Recreation and open space areas shall be designed to accommodate the needs of different ages and abilities.
2. Canopy trees shall be used to provide shade. Informal groupings create visual interest and are encouraged.
3. Ample outdoor furniture shall be provided. This furniture shall match the surrounding architectural styles, materials, and colors. Benches shall be placed to take advantage of views of the San Gabriel and San Bernardino Mountains.
4. A combination of hard and soft paving may be used depending upon the function of the recreational amenity.
5. Active areas may utilize turf, grasses, and ornamental plantings. Passive areas shall primarily be composed of nonirrigated or drought-tolerant species.



Integrate mature tree specimens in courtyard and open space areas



Where feasible, provide access to technology infrastructure in common recreation areas



Outdoor furniture and appropriate fencing of play area

7.2 Residential Design Guidelines

7.2.1 General Residential Design Guidelines

SITE DESIGN

1. The creation of pocket parks and pedestrian trails and paths within neighborhoods is encouraged.
2. On-street parking (to satisfy required off-street parking) may be provided on one side of private residential streets as long as a minimum drive aisle, as required by the San Bernardino County Fire Department, is maintained. On-street parking tends to slow traffic and serves as a barrier between vehicular traffic and pedestrians, creating a safer pedestrian environment.
3. Roadways shall be oriented to create views of neighborhood parks and other amenities. Housing shall front amenities and paseos whenever possible. All alley-loaded product (rear-loaded product), court cluster product, paseo cluster product, stacked flats or row townhomes, which require a private alley, drive, or court, shall meet the City standard for usable balconies and enhanced natural surveillance over the drive or court areas.
4. All residential site plans will incorporate Crime Prevention Through Environmental Design standards for a natural enrichment of quality of life.
5. Guest parking spaces shall be allowed on a street.
3.  Whenever possible, building articulation and form shall be expressive of and driven by environmental and site conditions such as solar orientation, views, noise, prevailing winds, and local climate. Plan forms that employ features such as courtyards, plazas, and patios are encouraged.
4. Use architectural elements that form an integral part of the building and avoid ornamentation and features that appear to be of poor quality and tacked on.
5. Architectural styles and detailing are extremely important to the identity and appeal of residential neighborhoods as well as individual homes. A mix of well-defined architectural styles in each neighborhood will add to the character of the project and is encouraged.
6. Box-like home designs are discouraged. Varied architectural detailing and projections shall be used to accentuate specific features and ensure a visually pleasing and varied experience within a neighborhood.
7. Builders are encouraged to incorporate sustainable design features, such as solar panels, light shelves, eyebrows and overhangs, reflective rooftop materials, cisterns and greywater systems, and other features to reduce resource consumption.

ARCHITECTURAL STYLE

1. The massing, character, and detailing of the architectural styles shall be authentic to the selected styles. However, contemporary adaptation of traditional vernaculars is appropriate.
2. The choice of architectural expression must be derived primarily from the respective building typology (row towns, courtyard buildings, single-family homes, etc.). Architectural styles shall be accurate and appropriate for the building typology.
8. Incorporate shading devices and techniques, such as roof overhangs and strategically placed deciduous trees, to minimize unnecessary solar heat gain.
9. Install architectural features that increase daylighting, such as light shelves that bounce light further into interior spaces, to reduce the need for additional electrical light.



BUILDING ORIENTATION

1. Use residential entrances to activate the street, and utilize elements such as canopies, porches, stoops, trellises, and courtyards as transitional spaces between the private and public realms.
2. Orient buildings to face onto streets, parks, and open spaces/paseos. This orientation will create more attractive, safe, and pedestrian-friendly streetscapes and public spaces.
3. Alley-loaded cluster products help to create a pedestrian-friendly streetscape and are encouraged.



Alley-loaded design allows for homes to orient around common spaces

VARIETY AND AESTHETIC QUALITY

1. Create identity and interest by varying floor plans and unit types. Two identical units may not be placed adjacent to each other.
2. Adjacent homes of the same architectural style shall not have identical elevations or colors. Rather, a variety of elevations, colors, and detailing is encouraged.
3. Porches, detailed entries, and stoops add to the character of a neighborhood and shall be incorporated. These features shall be varied along the street to create visual interest. If possible, these features shall project forward of a front entry garage door.
4. Entry features such as gates, trellises, arches, and arbors shall be employed to add visual interest and variety within the neighborhood.
5. Encourage the provision of “outdoor living room” spaces through architectural design that connects interior spaces to well-delineated exterior features such as patios, porches, and entries.
6. Variation in floor plans, unit types, roof form, colors, and materials add character and visual interest to a neighborhood. Two identical elevation styles may not be placed adjacent to each other.



Indoor-outdoor living



Pedestrian-scale design features that reflect the materials and colors of associated structures create variety and aesthetic quality



7. Exercise creativity and individual expression in conceiving and interpreting architectural form.
8. Apply massing breaks such as entry court and stepped-back corners to promote visibility and allow block transparency. Create variety in building mass by providing adequate vertical and horizontal offsets.
9. Avoid monotony through the utilization of varied setbacks, garage orientation and location, and building massing.
10. Designs with the garage as a dominant feature along the street are discouraged. The placement, orientation, and size of the garage shall be varied and include a mixture of front, side, rear, and alley-loaded garages as feasible.
11. Varied front and side setbacks create a more interesting street scene and are strongly encouraged.
12. Utilize a variety of architectural features and detailing methods to differentiate adjacent units. Features such as articulated entry features (porches and stoops), bay windows, and chimneys are encouraged.
13. Front-entry garage doors shall not be the dominant feature of a facade. They shall be recessed into the garage wall and shall include patterns or indentations to create visual interest. Decorative panels, windows, arched doorways, and ornamental trim are strongly encouraged.
14. Alleys shall be landscaped to improve their aesthetic quality.



Landscaped private drives for rear-loaded product enhances the quality of these semipublic areas



Porch feature



Varied massing

7.2.2 Building-Level Residential Architectural Guidelines

ENHANCED ARCHITECTURAL TREATMENT

1. Enhanced architecture is encouraged for planning parcel edges along perimeter streets and major parks. Special landscape or architectural treatments such as enhanced entries or window details shall be used at main street corners and other areas with high visibility, such as at the end of paseos, main icon streets, and view corridors.

ROOFS

1. Roof forms of each home shall be appropriate to the architectural style. Roof forms are encouraged to provide visual interest to the neighborhood. Avoid a common roofline along streets. Overly complex and distracting roofs are not encouraged.
2. Roofs shall be constructed of noncombustible materials. Acceptable materials include clay and concrete tile. Unacceptable materials include pressed wood, corrugated fiberglass, asphalt roll roofing, and corrugated metal.

GARAGES

1. The front elevation shall focus on the home, not the garage.
2. Garage wall planes on the front elevations shall be furred out a minimum of 6 inches.
3. Garage door surrounds shall be articulating with trellises, trim, enhanced materials, or other methods to help minimize the architectural impact of the garage door.
4. A mix of garage door patterns (including garage doors with light) shall be used to add variety.
5. Garages shall have windows and lights per City plotting and design criteria standards.

COLORS AND MATERIALS

1. Color schemes shall be appropriate to the architectural style.
2. Color shall be used to add variety and richness to the architecture. Color changes shall occur at the inside corners only.
3. Each elevation shall have a minimum of three colors.
4. Each neighborhood shall have a minimum of three different roof colors and profiles.
5. Use materials, color, and details to enrich building character and emphasize human scale by employing rich, durable, and high quality finishes at street level.
6. Individual single-family homes shall not have identical color schemes adjacent to one another.



The materials and colors chosen for this entry feature compliment the architectural features of the home and enhance the streetscape



ARTICULATION AND DETAILING

1. Articulate elements such as roof overhangs, canopies, and parapets to establish hierarchy and add interest to building silhouettes.
2. Varied architectural detailing and projections shall be used to accentuate specific features and ensure a visually pleasing and varied experience.
3. Establish a clear pattern and provide articulation and rhythm of windows, doors, and balcony openings, utilizing a variety of devices such as canopies, awnings, or railings.
4. Building interaction with the street level is important to a well-defined street scene. Stairways, entry stoops, balconies, arcades, colonnades, and retail storefronts will provide a strong transition from the street to each building.
5. Trash collection, service, and loading areas must be located and designed so that service vehicles have clear and convenient access and do not block adjacent vehicular or pedestrian circulation or vehicular parking. Final location of loading/service areas will be approved by the City during the Development Advisory Board (D.A.B.) process.

SCREENING

1. Storage and maintenance areas and other ancillary uses must be screened from public view.
2. Accessory structures, such as storage, refuse receptacles, mechanical equipment, backflow preventers, loading docks, security fences, and similar uses can seriously detract from the visual quality of an area. Therefore, care must be taken to minimize the visual impact of these uses through site design and visual shielding. When reasonably possible, these uses shall be located away from roadways and public views, behind buildings, or in enclosed structures. Effective shielding methods include landscaping, berms, walls and fences, and ornamental screening.

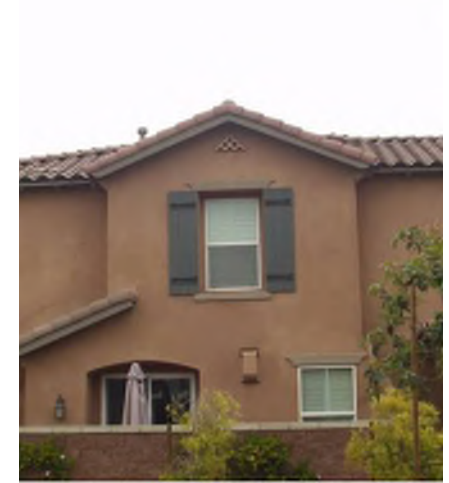
3. Accessory structures shall be designed to look like a continuation or extension of the primary structure. They shall have architectural detailing and landscaping similar to the primary structure.
4. Any equipment mounted on the roofs shall be screened so that it is not visible from the street.
5. Utilities shall be screened and/or located underground as appropriate.
6. Above ground utilities shall be screened from public view.



Balconies and overhangs add interest to the front elevation of homes

7.2.3 Multifamily Residential Treatment

1. Utilize a variety of architectural features and detailing methods to differentiate adjacent units. Features such as articulated entry features (porches and stoops), bay windows, and chimneys are encouraged.
2. Large multiple-family dwellings shall have articulated facades, including recesses and architectural detailing, to avoid a monotonous streetscape.
3. In multifamily developments, adjacent buildings shall have a variety of color and material palettes, and architectural detailing.
4. In multifamily developments, the architectural building edge shall be used in place of walls whenever feasible.



A variety of architectural features and details differentiate these multi-family units



7.2.4 Menu of Residential Architectural Styles

The Arboretum Specific Plan has a designated group of compatible architectural styles that are consistent with the buyer profile and landscape theme for the community's villages. The architectural styles have also been selected to allow for variety and individuality for each neighborhood. On the following pages are samples of recommended architectural styles for the Arboretum. Key defining elements of each style are included.

A minimum of three different architectural styles must be utilized within each village, and a minimum of six different architectural styles must be utilized throughout the entire Specific Plan area. One or more architectural styles may be utilized within each residential neighborhood. However, the utilization of more than one architectural style within an individual residential neighborhood is encouraged. Although only one style is required within each residential neighborhood, a minimum of three different elevations of the same architectural style must be utilized. In addition, no two identical elevations may be utilized adjacent to each other within detached residential neighborhoods. The reverse of an elevation, though, may be used adjacent to the original.

Each architectural style is represented on the following pages in the form of a summary description of its main components. These summaries will be used by the City of Fontana's Planning Division to determine if the submitted architecture plans substantially conform to the architecture styles identified in this document. Proposed architectural plans are not required to contain all the elements identified for each particular style. Rather, the matrix is intended to set forth a description of style elements and features generally associated with the architectural style. Additionally, the architectural styles shown within this section do not represent an exclusive list of permitted styles. Architectural styles not listed within this specific plan are permitted subject to approval of the Planning Commission.

The architectural styles for the residential uses within The Arboretum include:

- *Santa Barbara*
- *Spanish Colonial*
- *Monterey*
- *Tuscan*
- *Provence*
- *Italianate*
- *California Craftsman*
- *Prairie*
- *European Cottage*
- *Farmhouse*
- *American Traditional*

SANTA BARBARA STYLE



Front door appropriate to style



Light-sand stucco



Decorative metal



Southern California influenced Spanish styles popular from 1900–1930.



Recessed entry



Semi-tight rake



Decorative accent tile



Wood balcony

STYLE ELEMENTS	
FORM & MASSING	- Asymmetrical/symmetrical massing - Arched arcades
ENTRY	- Covered porch - Arcade - Recessed entry
ROOF	4:12-5:12 roof pitch; gable roof - Deep eaves at selected locations - Semi-tight rake at gable ends
DETAILS	- Wood or wrought iron balconies - Decorative patterned accent tile - Wrought iron window grills - Recessed windows
MATERIALS & COLORS	- Red barrel concrete tile roof - Light to medium sand stucco finish



1915–1940 Spanish-inspired with Latin American design elements. Made popular after 1915 Panama-California exposition in San Diego. Features a more precise imitation of elaborate Spanish elements than the Mission Revival style

SPANISH COLONIAL STYLE



Little or semi-tight overhang at gable ends



Vertical window proportions



Decorative shutters

STYLE ELEMENTS	
FORM & MASSING	Asymmetrical/symmetrical massing
ENTRY	- Covered porch - Arcade - Detailed door surround
ROOF	4:12–5:12 roof pitch; hip or gable roof - Little or no overhang at gable ends - Exposed rafter tails at selected areas
DETAILS	- Shutters - Wrought iron window grills - Vertical window proportions - Arched window or door openings
MATERIALS & COLORS	- Concrete S-tile or barrel tile roof - Light to medium sand stucco finish - White and light earth tone colors



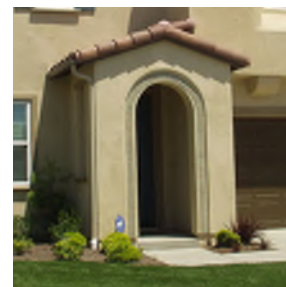
Decorative metal grills



Detailed door surround



Asymmetrical/symmetrical massing



Arched window/door openings



Covered arcade at entry

MONTEREY STYLE



Cantilevered balcony



Decorative shutters



Exposed rafter tails at selected locations



1925–1940. Blending of Spanish adobe construction with two-story colonial housing type.



Shallow roof pitch, gable roof



Second-story balcony



Paired windows



Balcony-covered entry



Accent siding at second floor



Wood corbels and balcony railing

STYLE ELEMENTS

FORM & MASSING

- Cantilevered covered balcony at the second story

ENTRY

- Entry covered by balcony above

ROOF

- Shallow (4:12-5:12) roof pitch; gable roof
- Exposed rafter tails at selected locations

DETAILS

- Wood or wrought iron balconies
- Decorative patterned accent tile
- Wrought iron window grills

MATERIALS & COLORS

- Concrete S-tile or flat roof
- Light to medium sand stucco finish
- Accent siding at second story
- Accent brick or stone wainscot at the first floor





Inspired by rustic buildings of Tuscany.

TUSCAN STYLE



Rustic stone veneer



Asymmetrical/symmetrical massing



Informal building forms

STYLE ELEMENTS	
FORM & MASSING	• Informal building forms • Asymmetrical/symmetrical massing
ENTRY	• Arched door treatments
ROOF	• Shallow (4:12-5:12) roof pitch; hip and gable roofs • Exposed rafter tails at selected locations
DETAILS	• Shutters • Wrought iron details • Wood or wrought iron balcony railings • Arched windows and window treatments
MATERIALS & COLORS	• Concrete S-tile • Light to medium sand finish stucco in rich earth tone colors • Rustic stone/brick veneer



Arched windows & window treatments



Balcony with decorative metal railings



Decorative shutters



Recessed and arched door treatments



Decorative metal detail

PROVENCE STYLE



Decorative pot shelves



Steep pitched hip & gable roofs



Rich earth color tones



1915–1945. Inspired by the French farmhouse and chateau.



Shallow porch



Rustic stone veneer



Curved / varying roofline

STYLE ELEMENTS

FORM & MASSING

- Asymmetrical/symmetrical building massing

ENTRY

- Arched door treatments
- Shallow porch
- Quoins at entry doors

ROOF

- Steep pitched secondary roofs (6:12+); hip and gable roofs
- Short overhangs (0"–12")
- Curved/varying roof line

DETAILS

- Shutters
- Wrought iron details
- Wood or wrought iron balcony railing
- Dormers
- Arched window or door treatments

MATERIALS & COLORS

- Concrete flat tile roof
- Light to medium sand finish stucco in rich earth tone colors
- Rustic Stone veneer
- Quoins at corners, windows, or entry doors
- Stone or brick accents



Arched window & door treatments



Quoins



Decorative shutters





1840–1885. Inspired by informal Italian-styled villas of the picturesque movement in Europe.

ITALIANATE STYLE



Asymmetrical building massing



Quoins



Dentils at eaves

STYLE ELEMENTS	
FORM & MASSING	Asymmetrical/symmetrical building massing
ENTRY	- Covered entry - Front porch - Pediment entry with stoop
ROOF	- Shallow pitched roofs (4:12-5:12), hip and gable roofs - Deep overhangs (12"-36") with decorative brackets below and selected locations
DETAILS	- Dentils or brackets at eaves at selected locations - Paired or triple windows - Pediment window and door treatments - Rusticated base
MATERIALS & COLORS	- Concrete flat tile roof - Light to medium sand finish stucco in rich earth tone colors - Rustic Stone veneer - Quoins at corners, window, or entry doors - Stone or brick accents



Deep overhangs with decorative brackets below



Covered entry



Pediment window



Arched door treatment



Shallow-pitched hip roofs



Light sand finish stucco in rich earth tone colors

CALIFORNIA CRAFTSMAN STYLE



Stone accents



Exposed rafter tails at selected locations



Battered columns with stone base



1905–1930. California style inspired by Greene and Greene.



Shallow pitched roofs with deep overhangs



Full-width front porch



Paired and triple windows



Varied building massing



Decorative knee braces



Stucco with siding accents

STYLE ELEMENTS

FORM & MASSING

- Asymmetrical/symmetrical plan form
- Varied building massing

ENTRY

- Full or partial width front porch

ROOF

- Shallow pitched roofs (3.5:12–5:12); front, side or cross gable roofs
- Deep overhangs (12"–24") with decorative brackets below
- Exposed rafter tails at selected locations

DETAILS

- Battered, square, or 4-post columns
- Brackets or knee braces at gabled ends
- Paired or triple windows

MATERIALS & COLORS

- Concrete flat tile roof
- Light to medium sand finish stucco with siding accents
- Stone or brick accents





1900–1920. Inspired by the Oak Park homes of Frank Lloyd Wright.

PRAIRIE STYLE



Hip roofs



Light body colors with dark, contrasting trim



Decorative glazing

STYLE ELEMENTS	
FORM & MASSING	Asymmetrical/symmetrical building massing with horizontal emphasis
ENTRY	- Single-story front porch - Decorative glazing or sidelights
ROOF	- Hip roofs (3.5:12–5:12) 18"–24' overhangs
DETAILS	- Heavy square columns - Geometric window grid patterns - Window boxes and pedestal urns - Entry door with decorative glazing or sidelights
MATERIALS & COLORS	- Concrete flat tile roof - Light to medium sand finish stucco - Light body colors with dark, contrasting trim - Stone or brick base accents



Heavy square columns



Geometric window grid patterns



Stone base accents



Front porch



Light to medium sand finish stucco



Horizontal emphasis

EUROPEAN COTTAGE STYLE



Stone accents



Decorative pot shelves



Recessed second floor



1920–1940. Inspired by medieval Tudor and Norman country homes.



Asymmetrical/symmetrical massing



Articulated door surround



Hip and gable roofs

STYLE ELEMENTS	
FORM & MASSING	- Asymmetrical/symmetrical building massing - Recessed second or third floor
ENTRY	Articulated door surround or covered porch
ROOF	- Hip and gable roofs (4:12–6:12 pitch) 6"–18" overhangs - Semi-tight rake
DETAILS	- Shutters - Dormers - Tower elements - Planter boxes and pot shelves
MATERIALS & COLORS	- Concrete flat tile roof - Light to medium sand finish stucco - Rustic stone veneer - Stone or brick wainscot



Decorative shutters



Semi-tight rake



1850s to the early 20th century evolved from early Colonial homes.

AMERICAN TRADITIONAL



White trim and concrete tile roof.



Pitched roof detail.

STYLE ELEMENTS	
FORM & MASSING	- Asymmetrical/symmetrical massing - Recessed 2nd floor or single story element at entry - Vertical and horizontal breaks in massing
ENTRY	- Recessed entry - Covered entry with porch
ROOF	4:12 to 6:12 roof pitch 6" to 16" overhangs - Front to back gable or hip roof with intersecting hip and gable roof
DETAILS	- Porches - Square wood columns with trim - Shutters
MATERIALS & COLORS	- Concrete roof tiles - flat or shake appearance - Stucco with horizontal siding accents allowed - Whites, off-white, dark or light colors for field colors, with contrasting trim



Front Porch



Proportionally sized shutters



Recessed second floor massing



Siding accents

FARMHOUSE



Front to back main gable



Roof tiles with smooth look



The American Farmhouse represents a practical and picturesque country house. Its beginnings are traced to both Colonial styles from New England and later the Midwest.



Asymmetrical massing



Covered entry with single story porch



Covered front porch



Siding accents & simple massing

STYLE ELEMENTS

FORM & MASSING

- Asymmetrical/symmetrical massing
- Simple plan form massing and simple roof design

ENTRY

- Covered entry with single story porch

ROOF

- 4:12 to 7:12 roof pitch
- Front to back main gable roof
- 0" to 16" overhangs with open eaves

DETAILS

- Porches with simple columns and railings
- Cupolas or dormers
- Vertical multi-paned window at front elevation

MATERIALS & COLORS

- Horizontal or vertical siding may be combined with stucco
- Roof tiles with smooth flat or shingled appearance
- Whites, or light shades of blue, yellow, green, beige or gray for field colors, with complementary trim



7.3 Commercial Activity Center Overlay

The following guidelines apply to the commercial uses located at the northwest corner of Sierra Avenue and Duncan Canyon Road listed as C-C and C-G land uses. In some places within this specific plan, the Activity Center Overlay is referred to as “Activity Center”.

7.3.1 Site Design

1. Structures shall be designed to relate to each other and the surrounding area.
2. The placement and design of structures shall facilitate and encourage pedestrian activity and convey a physical and visual link to the adjacent residential developments, streets, and sidewalks.
3. When possible, adjacent buildings shall be designed with shared open spaces, plazas, and courtyards that can serve as employee or customer outdoor eating and gathering places.
4. Where feasible, new structures shall be clustered to create plazas and pedestrian malls. When clustering is impractical, a visual link between separate structures shall be established through the use of an arcade, trellis, or other open structure.
5. Establish a visual link in multibuilding complexes by using architectural and site design elements to unify the project.
6. Building entries shall be oriented towards the street and clearly defined.



Provision of public space in the Activity Center



Facade articulation



Distinctive architectural detailing

7.3.2 Architectural Design

1. Projects within the Activity Center shall utilize specialized design features, such as distinctive architectural detailing, landscaping, and lighting elements, to ensure a consistent design theme for that project.
2. Buildings shall be divided in distinct massing elements. Building facades shall be articulated with architectural elements and details. Vertical and horizontal offsets shall be provided to minimize bulk.
3. Avoid long, monotonous building facades and create diversity by clustering buildings around courtyards and open areas.
4. Avoid a single, large dominant building mass. Horizontal building masses shall not exceed a height-to-width ratio of 1:3 without substantial changes in height and projecting or recessed elements.
5. Large buildings shall have articulated facades, including recesses and architectural detailing, to avoid a monotonous streetscape. Openings shall be recessed 2 to 4 inches to further articulate the façade.
6. Vary rooflines to reduce the overall mass of the building. Parapet walls and roof systems shall be designed to conceal all roof-mounted equipment from adjacent properties and public rights-of-way. Flat roofs shall be disguised through the use of parapet walls.
7. Architectural elevations of principal buildings over 20 feet tall shall have a clearly discernible base (minimum 3'), body, and cap (consisting of a cornice, parapet, awning, or eave that do not to exceed the base height). The base and cap shall be discernible from the body by changes in color, materials, texture, pattern, or profile.
8. Utilize low reflective, subtle, neutral, or earth tone colors on the building body. Building trim and accent areas may feature brighter colors, including primary colors. Applied paint over brick and stone is strongly discouraged.
9. Utilize high quality materials on building bases, bodies, and caps.



Towers and other architectural features shall be used within the Activity Center to create a distinctive sense of place



The distinctive architectural detailing of this commercial retail project creates a consistent design theme for the project



7.3.3 Activity Center Entries

1. Entries shall be clearly marked, with distinctive landscaping and attractive monument-style signage.
2. Access shall be located as far from street intersections as possible.

7.3.4 Paving

1. A variety of paving materials shall be used to clearly delineate vehicular and pedestrian areas and to create a sense of place.
2. Decorative paving shall be incorporated into parking lot design, driveway entries, pedestrian walkways, crosswalks, plazas, and pedestrian malls.

7.3.5 Storage and Accessory Structures

1. Storage, loading areas, and service entrances shall be located to the rear of the structure and oriented away from noise-sensitive uses, such as residences. Landscaping, berming, and walls shall be used to buffer adjacent uses from these areas.
2. Outdoor storage areas and loading docks shall be screened from the street and adjacent uses.
3. Accessory uses and utilities shall be located behind the primary structure out of public view whenever possible. Uses that cannot be placed out of view shall be shielded with berms, landscaping, attractive walls, or decorative screening.

7.3.6 Parking

1. Disperse parking into multiple smaller lots as opposed to one large lot, where feasible, and screen parking with berms, landscaping, or fences.



Pedestrians should be buffered from parking lots with landscaping and sidewalks



Screening of trash receptacles



Colorful and varied paving materials add interest to sidewalks and public spaces



Quality commercial project signage

7.3.7 Activity Center Signs

1. Signs shall be backlit or downlit to prevent glare and spillover onto adjacent properties.
2. “Canned” signs are prohibited. Interior illuminated channel letters shall be used instead.
3. Signs shall be compatible with the building and site design in terms of color, material, and placement.
4. All signs shall be maintained in good repair.
5. Color schemes for signage shall be related to other signs and graphics in the vicinity to achieve a coordinated sense of identity.
6. The design and style of a sign shall complement the architectural style of the building to which it is attached or adjacent.
7. The exposed backs and sides of signs shall be architecturally treated to blend with the exterior character of the buildings and site.
8. Signage shall be visually interesting and informative. It shall be distinctive and eye-catching yet simple and tasteful. Cluttered designs and excess advertising shall be avoided.
9. Multitenant signage is encouraged to minimize visual clutter.



7.4 Landscape Design Guidelines

These landscape design guidelines establish a landscape theme for the project and set forth general criteria for landscaping of the residential community for the Arboretum. The Arboretum's design guidelines are driven by the goal to create a cohesive overall community while still promoting the design of unique and interesting landscape spaces at the neighborhood level.

7.4.1 Community-Wide Landscape Design Guidelines

1. All landscaping shall utilize the approved trees, shrubs, and groundcovers listed in the Plant Palette found in this chapter (Table 7.4).
2. Landscaping along **main major** roadways and at project entries shall be consistent, formalized, and composed of signature plantings from the plant palette to create an attractive and cohesive community identity. Formal plantings of nonnative species may be used at key entries and intersections to highlight these areas.



Patterned paving at pedestrian crosswalks increases pedestrian safety and enhances entries

3. Median plantings shall reflect the use of the roadway of which they are a part. Median plantings along Sierra Avenue and Citrus Avenue shall be more formal to reflect the hierarchy and character of the roadways.
4. Landscaping within paseos shall consist of informal groupings of shade trees, shrubs, and plantings. Native and other low-water species shall comprise the majority of landscaping within paseos. However, turf areas may be provided in areas intended for active use.
5. The planting of native and drought-tolerant species coupled with water-efficient and drip irrigation systems is encouraged throughout the project, especially in public or common areas.
6. As practical, utilize medians and parkways for water treatment and to reduce runoff.
7. As practical, ample street and shade trees shall be provided to create an attractive and pedestrian-friendly environment.
8. Increase tree canopy and place trees strategically to reduce energy demand for adjacent buildings, enhance roadway safety, and provide for a more aesthetically pleasing environment.
9. As practical, utilize a variety of tree types with an emphasis on trees that provide shade cover and an urban forest within The Arboretum. Also, provide formal, linear plantings of trees as windrows, with proper orientation toward prevailing winds, to mitigate the negative effect of wind on the project.
10. Landscape Design Guidelines must comply with the approved Fire Protection Master Plan. If the Specific Plan and Fire Protection Master Plan conflict, the latter will control.

- 11. Install automated, high efficiency irrigation systems to reduce the amount of water devoted to landscaped areas, such as drip and bubbler irrigation and low-angle, low-flow sprayheads.
- 12. Encourage homeowners to select plant materials and species that are native, drought tolerant, and/or low water demand.
- 13. Minimize the use of large or inefficiently small turf areas in landscaping by incorporating water-conserving native groundcovers or perennial grasses, shrubs, and trees.
- 14. Group plants with similar water requirements together, a technique known as hydrozoning.
- 15. Increase tree cover in developed areas to reduce solar heat gain into buildings and to reduce the amount of heat absorbed by paved areas. In general, plant drought-tolerant or native tree species around and near buildings, walls, windows, and paved areas. Plant deciduous trees on the south side of buildings to allow for increased solar heat gain in winter months (reducing energy needed for heating interiors) and shading in summer months (reducing energy needed for cooling interiors).



Street trees provide shade and visual character along residential streetscapes



Groundcover and informal tree plantings



7.4.2 Tiered Landscape Program

Landscaping for The Arboretum shall follow a tiered planting plan as shown in Figure 7.1, *Tiered Planting*. Using different scales, forms, colors, and/or textures of plant materials “tiered” planting visually increases the depth of planters and promotes interest and diversity. The application of tiered planting is required to enhance the visual character of the project by softening the appearance of walls and fencing along **main major**-community roadways such as Duncan Canyon Road and Cypress Avenue. The tiered concept shall also be applied at the neighborhood level (along collector and local streets) and in front of individual residential units or multifamily housing projects as allowed by the Fire Protection Master Plan for The Arboretum. A selection of acceptable planting materials is found in Table 7.4, Plant Palette.



Example of tiered planting techniques

Table 7.1 General Tiered Landscaping Requirements

Tier	DESCRIPTION	SIZE
Tier A	Low spreading groundcover (1) (3) (<i>including turf or turf substitute</i>)	Under 12” height
Tier B	Low mounding shrub/groundcover (1) (2) (3) (<i>informal mass planting</i>)	12”-30” height
Tier C	Low hedge (<i>formal-linear</i>) (3)	12”-30” height
Tier D	Medium shrub (<i>informal mass or hedge</i>) (2) (3)	24”-48” height
Tier E	Large shrub (<i>informal mass or hedge</i>) (2) (3)(3)	42”-60” height
Tier F	Vertical accent (<i>growth habit columns rather than horizontal</i>) (3)	42”-72” height
Accent G	Strategically located specimens (3)	Varies

Notes

(1) Groundcover material shall be permeable and be able to retain moisture in the root zone, as well as reduce dust and weeds. Examples of appropriate ground place materials include decomposed granite (3/8” minus with 11% fines), fractured rock (2”-6”), river rock (4”-9”), shredded bark, and ornamental grass. Groundcover should be “California-friendly”. Only landscape areas 8’x18’ in size and greater and designed for active outdoor activity shall be permitted to use turf.

(2) Shrubs shall be a minimum of 5-gallons in size; in any “multi-tier” scheme, shrubs serving as the first (shortest) tier, a 1-gallon shrub size or rooted cutting is acceptable. When four or more tiers are used, shrubs serving as the first two tiers, may be a minimum of 1-gallon in size.

(3) All planting plans are subject to the requirements of the Fire Protection Master Plan for The Arboretum which supercedes this document.

TIERED PLANTING

FIGURE 7.1

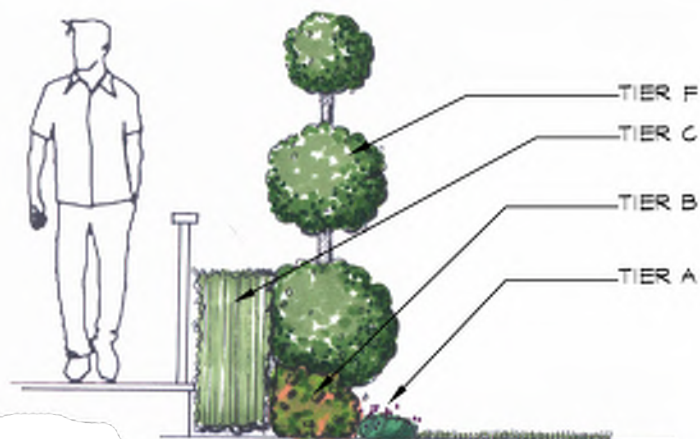
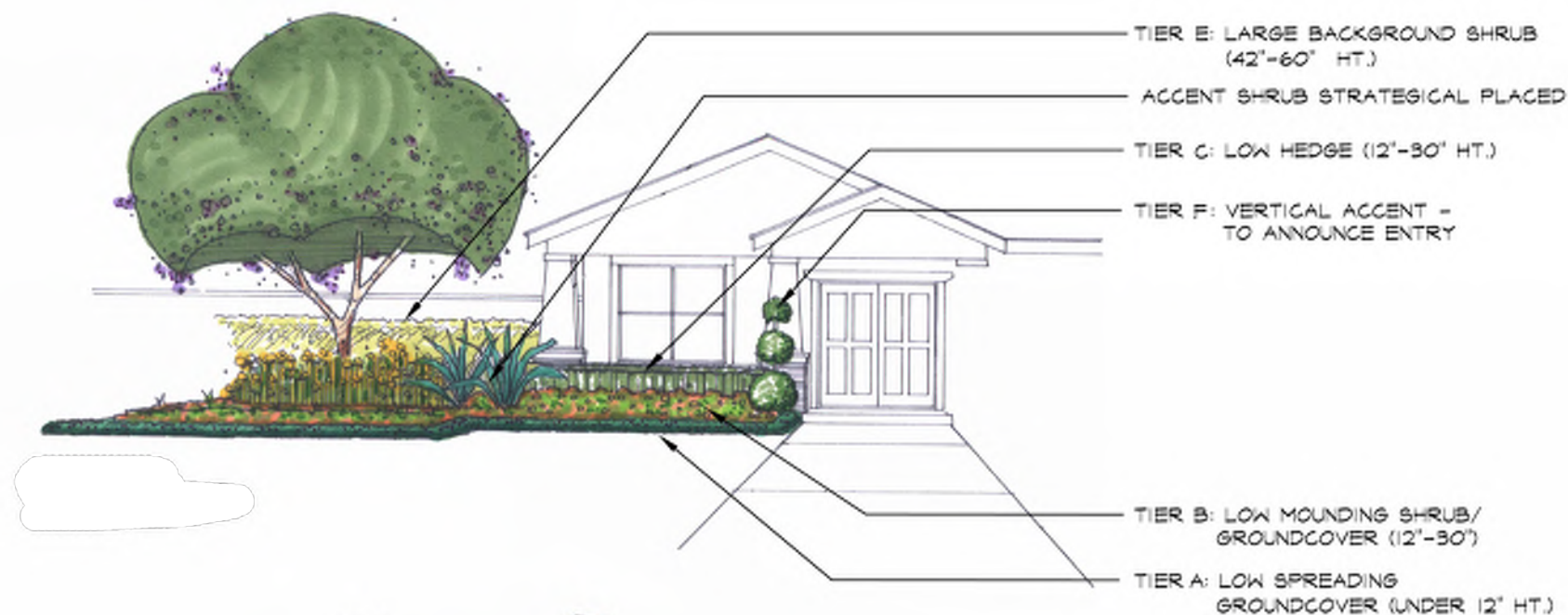


Table 7.2, Specific Tiered Landscaping Requirements, provides details on how to approach tiered landscaping in front and side yards and slopes and large open spaces. Table 7.3, Streetscape Landscaping Requirements, details sizing, spacing and other requirements for the various street typologies found within The Arboretum community. Please see Chapter 6, *Circulation and Streetscape Design*, for further information regarding the Arboretum's streetscene.

Table 7.2 Specific Tiered Landscaping Requirements

PLANTER WIDTH	NUMBER OF TIERS REQUIRED (Choose tiers A-G from Table 7.1)		
	Front yards	Side yards	Slopes and large open space
18" - 30"	1	1	1
30"-48"	2	2	1
48"-60"	2 or 3	2	1
60" and up	3	3	1
5'-12'	-	-	2: Second tier minimum "Tier C"
12' - 18'	-	-	3: Third tier minimum "Tier D"
18' and up	-	-	4

* Accent planting is encouraged depending on length of planter and could, depending on its use, count as a tier.

7.4.3 Streetscapes

1. Streetscape elements, such as landscaping, lighting, street furniture, and signage shall create an attractive, consistent, and cohesive community image and complement the surrounding architectural styles.
2. Attractively landscaped medians shall be provided along ~~main~~ **major** roadways to reduce vehicular speed, create a pedestrian-friendly environment, and ensure a pleasant community image.
3. Special patterned paving shall be provided at important intersections and pedestrian crossings within the Specific Plan area, such as the intersection of Cypress Avenue and Duncan Canyon Road.
4. Traffic-calming measures such as speed dots will be used every +/- 650 feet in and adjacent to residential and park areas to reduce the speed of traffic and create a more pedestrian-friendly environment. Sidewalk bulbs increase pedestrian safety and comfort and shall be placed at important intersections.

At the product level, product-adjacent private spaces that are part of the public realm (i.e. private front and side yards) help create the overall landscape tone for the Arboretum. Specific tiered-landscape requirements for front and side yards are provided to encourage the development of a cohesive streetscape throughout all levels of the Arboretum. Slopes and large open spaces (a minimum of 900 square feet in size and/or with 20-foot dimensions) can also serve to unite the streetscene.

Table 7.3 Streetscape Landscaping Requirements

	Trees	Vines	Shrubs	Unique Details
Perimeter Streets (Figures 6.3 and 6.4)	- Combination of 24- and 36-inch box trees - Flowering accent tree groupings between 120-200 ft spacing	1-gallon minimum 20 ft on center spacing	- Tiered landscape 1-gallon minimum 30-inch max height for shrubs in the median - Wood mulch or D.G. around shrubs	Option A (Specimen Tree) and/or Option B (Vineyard) to occur 3-4 times per 1,000 linear feet
Duncan Canyon Road and Citrus Avenue at Easement (Requirements in addition to those for Perimeter Streets) (Figure 6.5)	24-inch box minimum 40 ft on center spacing 20 ft height max			
Collector Streets (Figures 6.6)	24-inch box minimum 40 ft on center spacing	1-gallon minimum (where applicable)	- Layered between sidewalk and community wall or maintenance curb 50% 1-gallon minimum, 50% 5-gallon minimum - Wood mulch around shrubs	
Local Streets (Figures 6.7)	24-inch box minimum 40 ft on center spacing - Three trees per lot for side and corner conditions, two trees per lot for front yard conditions	1-gallon minimum (on side yards) 10 ft on center spacing	- Tiered medium scale shrubs for side-yard between wall and property line wall 50% 1-gallon minimum, 50% 5-gallon minimum - Wood mulch around shrubs	
Arboretum Trail Streetscape (Figures 6.8)	24-inch box minimum 40 ft on center spacing	1-gallon minimum (where applicable)	- Layered between sidewalk and community wall or maintenance curb 50% 1-gallon minimum, 50% 5-gallon minimum - Wood mulch around shrubs	Perimeter Street Option A and/or Option B where appropriate
Alleys	15-gallon minimum tree size	1-gallon minimum		

Note: Streetscape landscaping requirements superseded by Fire Protection Master Plan.

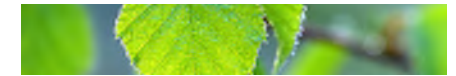
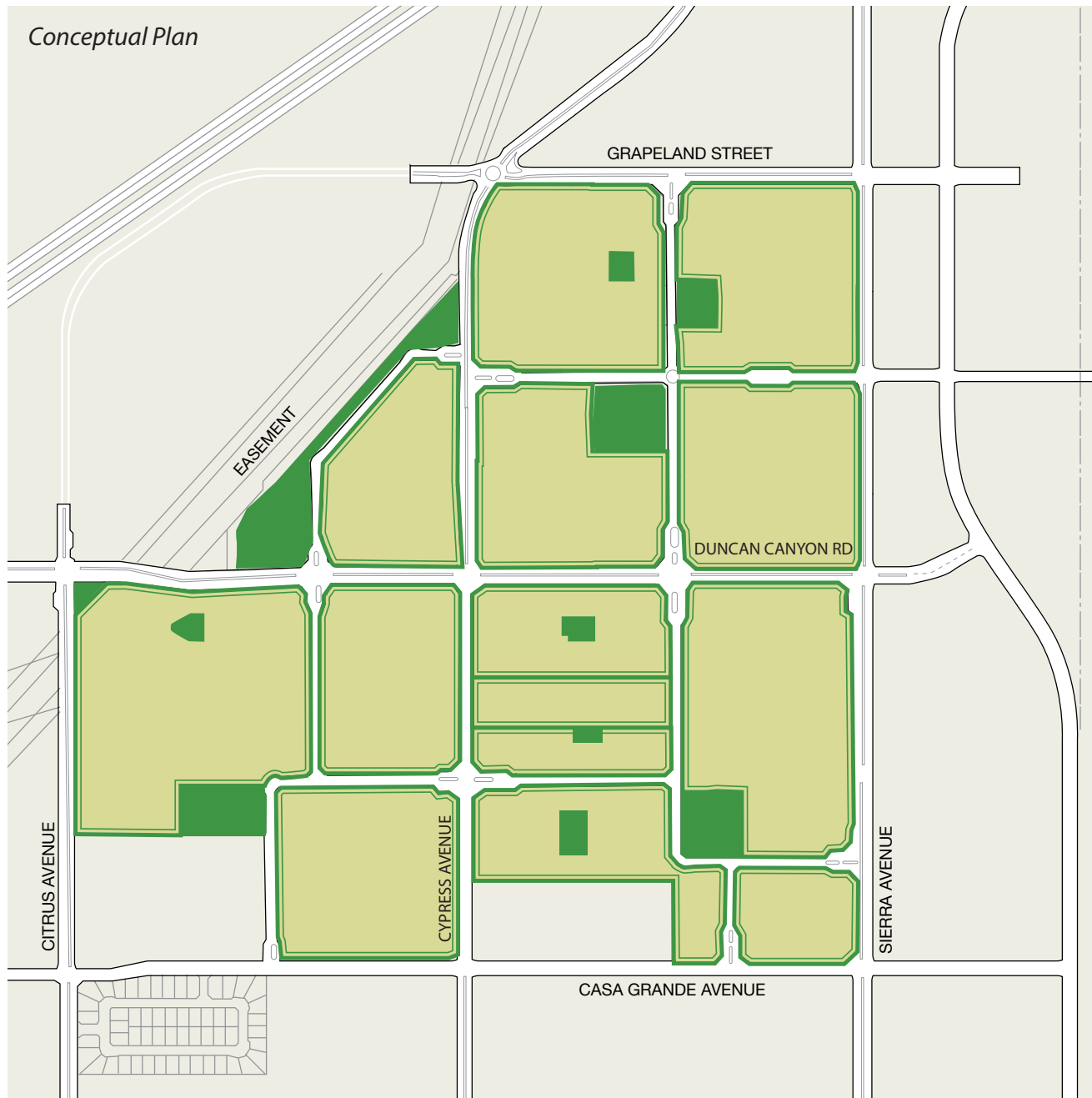


7.4.4 Landscape Districts

To ensure that the arboretum concept and theming established in the Arboretum Park extends to the residential neighborhood level (above and beyond the parks and gardens that are required), The Arboretum Specific Plan area has been divided into ~~14~~ **15** landscape districts (Figure 7.2, *Landscape Districts*) that are comprised of multiple planning areas.

While the streetscape landscaping palette provides overall visual continuity throughout the four villages, the landscape districts were established to ensure that visual variety in the Arboretum's landscaping is achieved at the individual property and/or product level. As a result, a landscape theme will be selected for each landscape district that is based upon the planting materials used in one of the community gardens that are required in each village. Variations in the landscape themes will occur between adjacent landscape districts to visually create a distinctive sense of place for each district.

The landscape district delineations shown in Figure 7.2 are provided for reference only. District boundaries, garden theme selection, and each landscape district plant palette shall be refined and finalized during the tentative tract map approval process.



LANDSCAPE DISTRICTS

FIGURE 7.2

LEGEND

-  Landscape District
-  Park



7.4.5 Product-Level Landscaping

The following general requirements for detached product front yards and attached product interior drive courts provide minimum standards necessary to create a vibrant public realm. These standards, when combined with a tiered landscaping plan and guided by the images presented in this section, will result in a cohesive landscape at the product level while maintaining a sense of originality and diversity.

To ensure that appropriate landscape treatments and materials selected at the landscape district level are carried through to the product level, examples of landscaping requirements for four conceptual products - detached single family, detached court cluster, attached paseo cluster, and attached green court cluster - are presented in this section. These four products present options on how to approach landscaping at the product level of development - a key level in setting the tone for the entire Arboretum community.

All landscaping design must conform to the Fire Protection Master Plan and the City of Fontana's Model Water Efficiency Ordinance (MWEL0).

DETACHED UNITS: FRONT YARDS

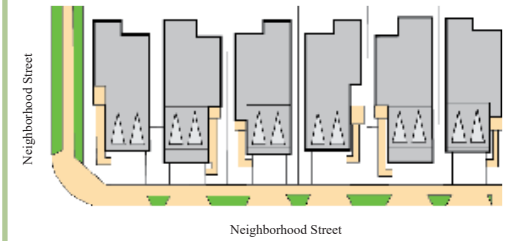
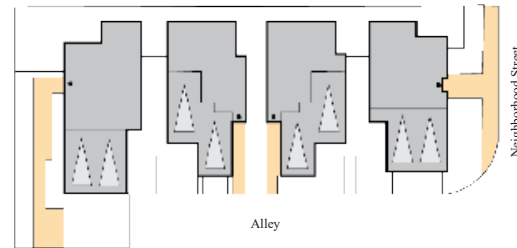
1. Plant accent shrubs to highlight home entry
2. Any wall over 42" high shall have a 5-gallon foundation or shrub material planted at a minimum 3' o.c. at its base
3. Two large plantings per lot, in addition to street trees, shall be required. One planting must be a tree (24" box minimum) while the other planting shall be a 15-gallon minimum tree or shrub.
4. Trees shall be planted in informal clusters to create dynamic rhythm and avoid monotony of evenly spaced trees.
5. Plant materials are encouraged to be "California-friendly".

ATTACHED UNITS: INTERIOR DRIVE COURTS

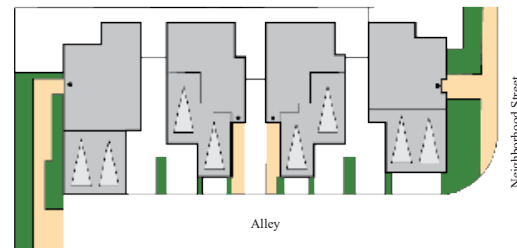
1. Provide landscape planters between garage doors to achieve softening of motor court/alley area.
 - Planter shall be a minimum of 16" wide and 24" deep.
 - Planter shall be able to support a vertical hedge or vines capable of reaching and being maintained at 5' height.
2. Provide vertical accent tree or large vertical shrub at corner of building facing alleys to soften and frame building.
3. Plant materials are encouraged to be "California-friendly".

DETACHED TRADITIONAL SINGLE FAMILY HOME

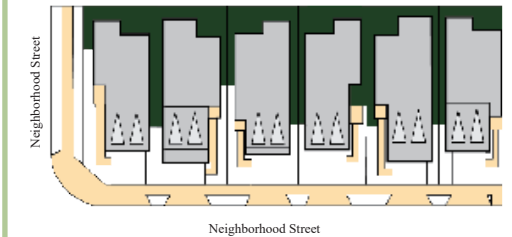
STREET-ADJACENT PUBLIC SPACE



PRODUCT-ADJACENT PUBLIC SPACE, PRIVATELY OWNED

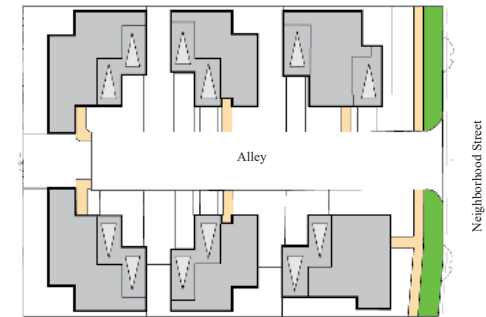
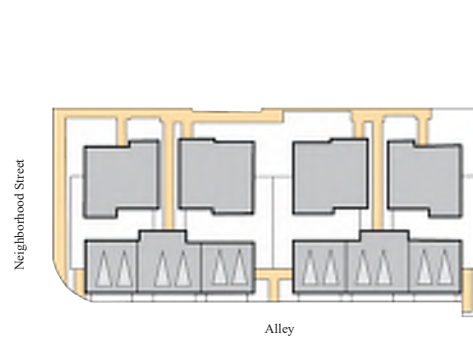
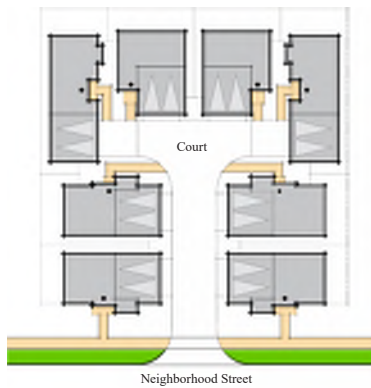


PRODUCT-ADJACENT PRIVATE SPACE

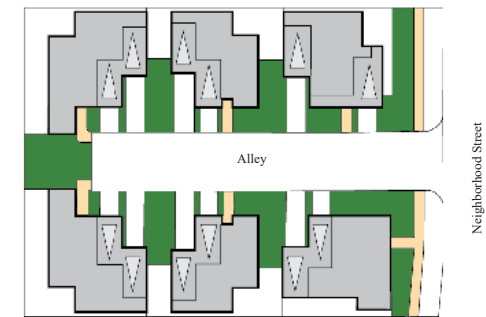
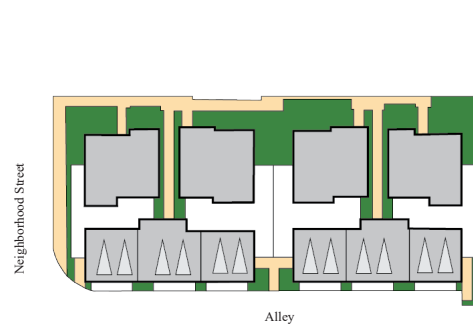
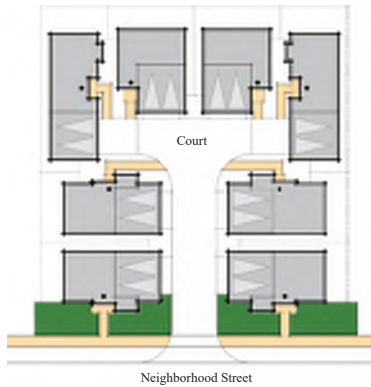


DETACHED COURT CLUSTER

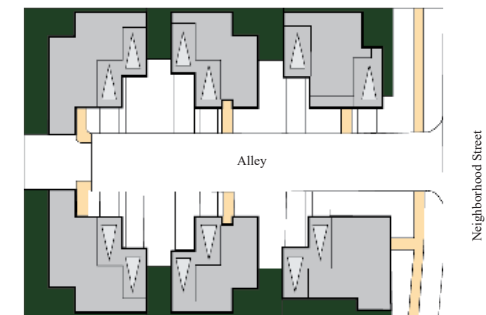
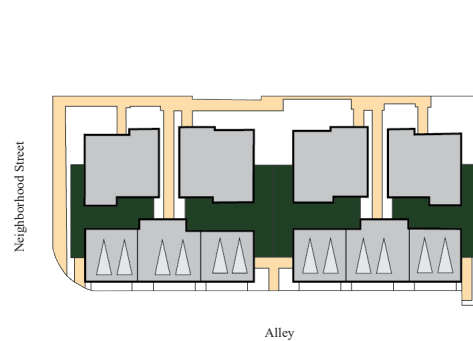
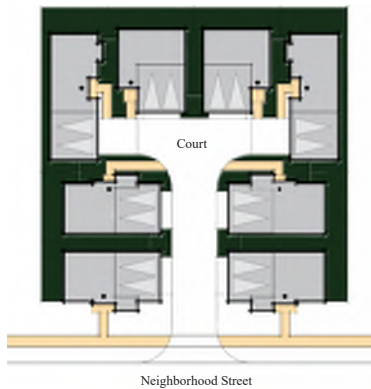
STREET-ADJACENT PUBLIC SPACE



PRODUCT-ADJACENT PUBLIC SPACE, PRIVATELY OWNED

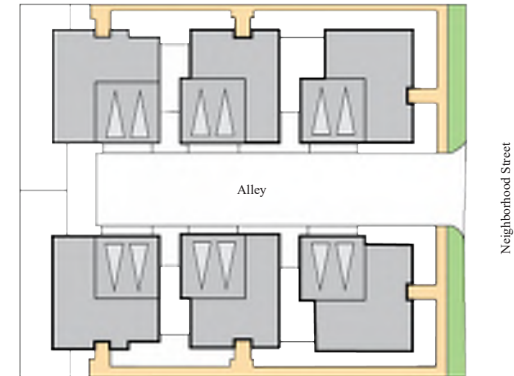
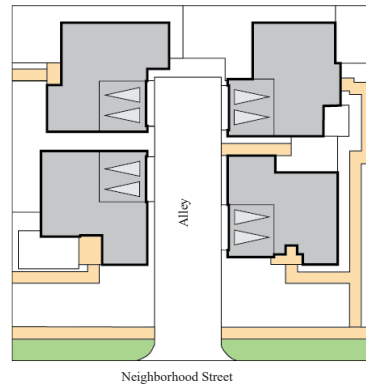


PRODUCT-ADJACENT PRIVATE SPACE

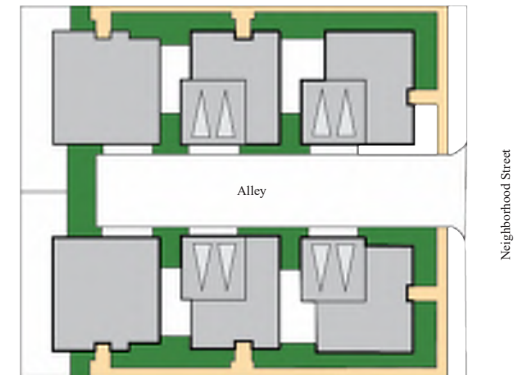
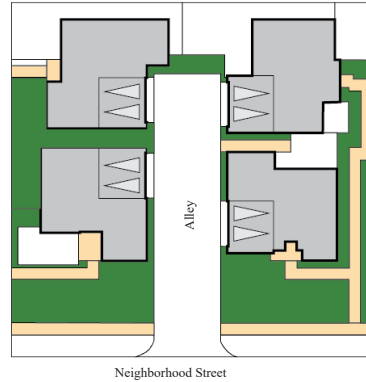


DETACHED COURT CLUSTER

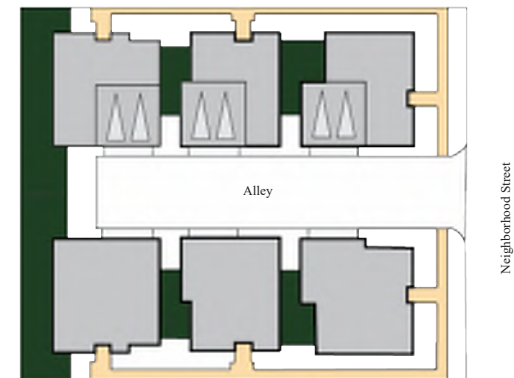
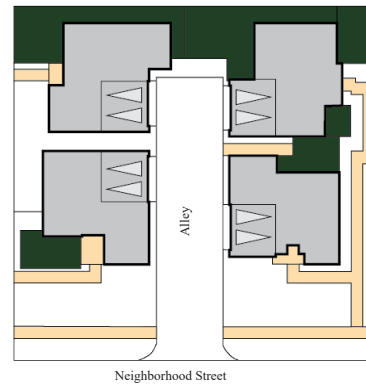
STREET-ADJACENT
PUBLIC SPACE



PRODUCT-ADJACENT
PUBLIC SPACE,
PRIVATELY OWNED



PRODUCT-ADJACENT
PRIVATE SPACE



ATTACHED PASEO CLUSTER

INTERIOR
DRIVE COURT



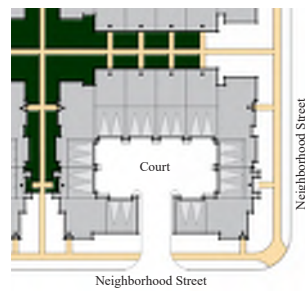
STREET-ADJACENT
PUBLIC SPACE



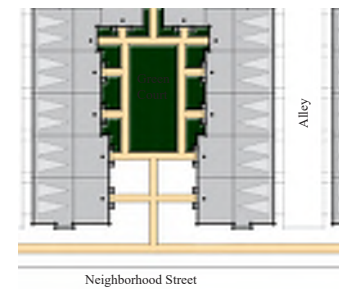
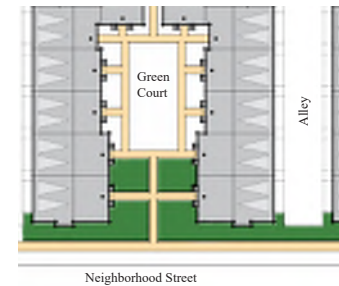
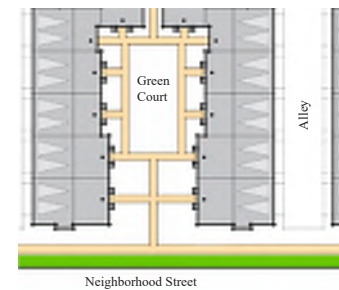
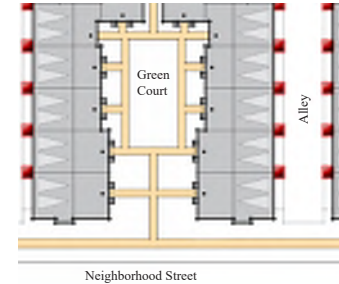
PRODUCT-ADJACENT
PUBLIC SPACE,
PRIVATELY OWNED



PRODUCT-ADJACENT
PRIVATE SPACE

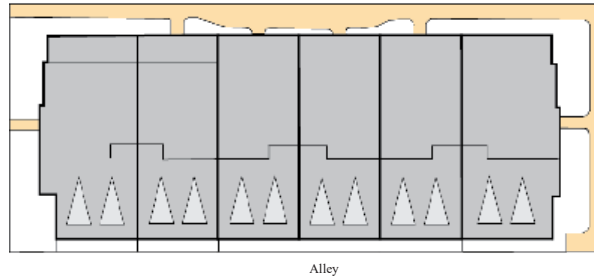


ATTACHED GREEN COURT CLUSTER

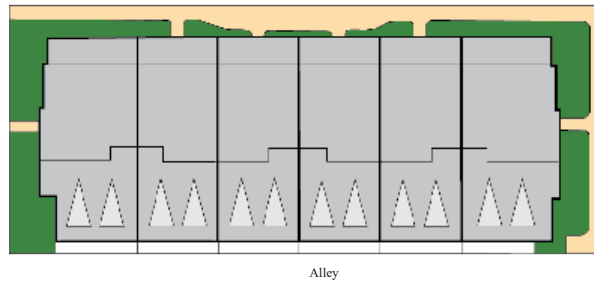


ATTACHED TOWNHOME

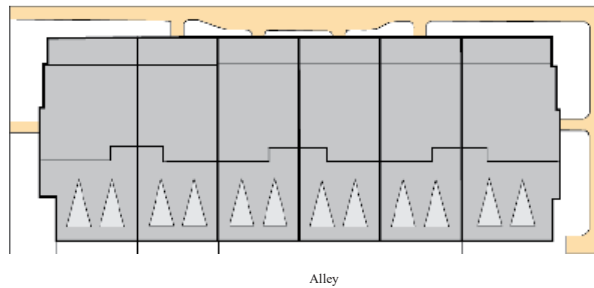
STREET-ADJACENT
PUBLIC SPACE



PRODUCT-ADJACENT
PUBLIC SPACE,
PRIVATELY OWNED



PRODUCT-ADJACENT
PRIVATE SPACE



7.4.6 Alternative Landscape Techniques

Individual residential property owners will be encouraged to utilize alternative landscaping techniques to reduce turf throughout the Arboretum. These alternative techniques include, but are not limited to:

1. **Turf Limitations:** limit the amount of turf in front yards based on yard size (i.e. 10% of total square footage with an 8' minimum dimension) or require front yards to be turf-free. Encourage use of various groundcover, inert natural materials, and/or native grasses instead.
2. **Landscape Zones:** group plants with similar water needs together to create distinct watering zones (mini oasis zone, transition zone, and natural zone). Lots may be laid out with a smaller but highly visible area where regular irrigation is provided, but with other broad areas requiring little maintenance or watering.
3. **Vertical Landscaping:** orient landscape vertically rather than horizontally. Vertical landscaping requires less ground space and concentrates required watering. Vertical plantings can include trellises or large pots with small trees.
4. **Wall Planting:** when there are retaining wall conditions, create walls where plants can root into material behind the wall façade or where the rooting medium for the plants is contained within the wall structure. These walls can be made to convey a sense of local distinctiveness.
5. **Native Grasses:** plant native grasses in place of traditional turf to reduce water use, green waste and add variety to the landscape.
6. **Creative Pavement Patterns:** utilize visually pleasing paving options to create interesting groundcover patterns, without the use of turf.
7. **Decomposing Granite (DG):** commonly used for paths and other paved surfaces. DG is much more permeable than conventional paving materials and can usually be installed at a much lower cost.

8. **Outdoor Rooms:** encourage use of outdoor spaces by creating outdoor “rooms” using pavement, walls, and planters which support drought tolerant planting materials.
9. **Solar Orientated Landscaping:** organize landscape based on sun exposure (west/south side requires direct sun and tolerates reflected heat, east side should have plants that require filtered or moderate sunlight, and north side needs shade tolerant plants).



The use of drought-tolerant and native plant species can be an attractive turf alternative in front yards and common landscaped areas.

7.4.7 Plant Material Guidelines

It is the intent of these guidelines to provide flexibility and diversity in plant material selection, while maintaining a limited palette in order to give greater unity and thematic identity to The Arboretum. The plant material lists have been selected for their appropriateness to the project theme, climatic conditions, soil conditions, conformance with The Arboretum Fire Protection Plan and concern for maintenance. Wherever possible, overall plant material selection for given project areas, shall have compatible drought-resistant characteristics. Irrigation programming can then be designed to minimize water application for the entire landscape setting.

PLANTING CONSTRAINTS

There are several planting and hardscape restrictions, constraints, and considerations which occur within The Arboretum, as follows:

- The landscape area between hardscape elements (i.e., curb, sidewalk) shall be no smaller than 4 feet in width (excluding planters in interior courts).
- Trees planted on small areas (less than 5' wide) require an 8-foot linear-type root barrier and their location must be approved by the Public Works Department.
- No trees higher than 20 feet are allowed in the SCE easement.
- Trees shall be centered in parkways, medians or planting areas, unless indicated as randomly spaced.

IRRIGATION

All irrigation systems installed in any commonly irrigated lots and which are maintained by the Homeowner Association or a Landscape Maintenance District, shall be designed to conform to the state's Water Conservation Assembly Bill 325 and any City of Fontana Guidelines currently in effect. All irrigation systems shall be installed in conformance with all City of Fontana Standards.

All landscaped areas to include neighborhood parkways shall be watered with a permanent underground irrigation system, and shall be designed with head-to-head or point-to-point 100 percent coverage. Landscape areas within the SCE easement

shall be watered using point irrigation system (drip or bubbler). No irrigation controllers or irrigation main lines are allowed within the SCE Easement.

Water-saving irrigation equipment shall be used, including flow sensors, moisture sensors, and using California Irrigation Management Information System (CIMIS).

PLANT PALETTE

The plant palette for The Arboretum Specific Plan, accompanied by images of typical species, is presented in Table 7.4, *Plant Palette*, below. The plant palette describes the types and locations of species to be used in certain areas, including streetscapes, entryways, and park areas. Trees recommended for the Arboretum Park are indicated by a green marker ● next to the tree name within the Community Plant Palette.





Eucalyptus grandis



California Pepper Tree



London Plane Tree



Honey Locust

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Table 7.4 Plant Palette

BOTANICAL NAME	COMMON NAME
EXTERIOR PERIMETER STREETS (Grapeland St., Citrus Ave., Casa Grande Ave., Sierra Ave.)	
Large-Scale Evergreen Street Trees and Median Island Trees	
Alnus rhombifolia	White Alder
Cinnamomum camphora	Camphora
Eucalyptus leucoxylon	White Ironbark
Eucalyptus microtheca	Coolibah
Eucalyptus robusta	Swamp Mahogany
*Eucalyptus viminalis	Eucalyptus
Pinus canariensis	Canary Island Pine
Pinus eldarica	Afghan Pine
*Pinus halepensis	Aleppo Pine
*Pinus pinea	Italian Stone Pine
*Podocarpus gracilior	Fern Pine
Quercus agrifolia	Coast Live Oak
Quercus virginiana	Southern Live Oak
Quercus wislizeii	Interior Live Oak
Tristania conferta	Brisbane Box
Ulmus parvifolia 'True Green'	Chinese Evergreen Elm
Large Scale Deciduous Accent Trees	
Luquipambar stracuflua	American Sweet Gum
*Olea europaea	Olive
Pistacia chinensis	Chinese Pistache
Platanus acerifolia	London Plane Tree; 'Bloodgood'
Populus nigra italica	Lombardy Poplar
Zelkova serrata	Saw Leaf Zelkova
Flowering Accent Trees	



Jacaranda



Crape Myrtle



Magnolia



Camphor Tree

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Bauhinia variegata
Chitalpa tashkentensis
Cupaniopsis anacardioides
Glenditsia triancanthos
Lagerstroemia indica
Magnolia grandiflora
Pyrus calleryana

Purple Orchid Tree
Chitalpa
Carrot Wood Tree
Honey Locust
Crape Myrtle
Southern Magnolia; 'DD Blanchard'
Ornamental Pear; 'Aristocrat'

Shrubs

See Overall Arboretum Plant Palette

Median Island Shrubs (30" High Maximum)

See Overall Arboretum Plant Palette

INTERNAL PERIMETER STREETS (Cypress Ave., Duncan Canyon Road)

Large-Scale Street Tree and Median Island Trees

Duncan Canyon Road

*Cinnamomum camphora
*Eucalyptus viminalis
Quercus agrifolia
Quercus virginiana
*Pinus canariensis
Pinus eldarica
Pistacia chinensis
Platanus acerifolia
*Podocarpus gracilior
Quercus agrifolia
Tristania conferta
Ulmus parvifolia 'True Green'
Zelkova serrata

Camphora
Eucalyptus
Coast Live Oak
Southern Live Oak
Canary Island Pine
Afghan Pine
Chinese Pistache
London Plane Tree; 'Bloodgood'
Fern Pine
Coast Live Oak
Brisbane Box
Chinese Evergreen Elm
Saw Leaf Zelkova





Purple Orchid Tree



Saw Leaf Zelkova



Chinese Fringe Tree



Ornamental Pear

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Cypress Avenue

*Cinnamomum camphora	Camphora
*Eucalyptus viminalis	Eucalyptus
Jacaranda mimosifolia	Jacaranda
*Pinus canariensis	Canary Island Pine
Pinus eldarica	Afghan Pine
Platanus acerifolia	London Plane Tree; 'Bloodgood'
*Podocarpus gracilior	Fern Pine
Quercus agrifolia	Coast Live Oak
Quercus wislizeii	Interior Live Oak
Tristania conferta	Brisbane Box
Ulmus parvifolia 'True Green'	Chinese Evergreen Elm
Zelkova serrata	Saw Leaf Zelkova

Flowering Trees

Duncan Canyon Road and Cypress Avenue

Castanospermum australe	Moreton Bay Chestnut
Cupaniopsis anacardioides	Carrot Wood Tree
Lagerstroemia indica	Crape Myrtle (Duncan Canyon Road)
Magnolia grandiflora	Southern Magnolia (Cypress Avenue)
Pyrus calleryana	Ornamental Pear; 'Aristocrat'
*Olea europaea	Olive
Quercus ilex	Holley

SCE Easement Street Trees

Duncan Canyon Road

Lagerstroemia indica	Crape Myrtle
----------------------	--------------

SCE Easement Shrubs

See Overall Arboretum Plant Palette

Vines (On Perimeter Streetscene Walls)

See Overall Arboretum Plant Palette



Chinese Tallow Tree



Flaxleaf Paperbark



Kangaroo Paw



Buxus

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

ARBORETUM TRAIL AT COLLECTOR STREETS

Street Trees – All of the following trees shall be used along the Arboretum trail to create plant diversity along this corridor.

Bauhinia blakeana	Hong Kong Orchid Tree
Bauhinia variegata	Purple Orchid Tree
*Cinnamomum camphora	Camphor Tree
Cupaniopsis anacardioides	Carrot Wood
Jacaranda mimosifolia	Jacaranda
Lagerstroemia indica	Crape Myrtle
Magnolia grandiflora	Southern Magnolia; 'DD Blanchard'
*Olea europaea	Olive
Platanus acerifolia	London Plane Tree; 'Bloodgood'
*Podocarpus gracilior	Fern Pine
Pyrus calleryana	Ornamental Pear; 'Aristocrat'
Quercus agrifolia	Coast Live Oak
Tristania conferta	Brisbane Box
Ulmus parvifolia 'True Green'	Chinese Evergreen Elm
Zelkova serrata	Saw Leaf Zelkova

Background / Windbreak Trees

Alnus rhombifolia	White Alder
Eucalyptus microtheca	Coolibah
Eucalyptus robusta	Swamp Mahogany
Eucalyptus leucoxylon	White Ironbark
*Eucalyptus viminalis	Eucalyptus
*Pinus canariensis	Canary Island Pine
Pinus eldarica	Afghan Pine
Populus nigra italica	Lombardy Poplar

Shrubs

See Overall Arboretum Plant Palette





Jerusalem Sage



Pink Melaleuca



Dwarf Strawberry Tree



Bougainvillea

Vines (On Perimeter Streetscene Walls)

See Community Plant Palette

COLLECTOR STREETS

Street Trees

<i>Arbutus marina</i>	No Common Name
<i>Bauhinia blakeana</i>	Hong Kong Orchid Tree
<i>Bauhinia variegata</i>	Purple Orchid Tree
* <i>Cinnamomum camphora</i>	Camphora
<i>Cupaniopsis anacardioides</i>	Carrot Wood Tree
* <i>Eucalyptus viminalis</i>	Eucalyptus
<i>Fraxinus oxycarpa</i>	'Raywood'; Raywood Ash
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Magnolia grandiflora</i>	Southern Magnolia; 'DD Blanchard'
<i>Melaleuca linariifolia</i>	Flaxleaf Paperbark
* <i>Olea europaea</i>	Olive
* <i>Pinus canariensis</i>	Canary Island Pine
<i>Pinus eldarica</i>	Afghan Pine
<i>Platanus acerifolia</i>	London Plane Tree; 'Bloodgood'
* <i>Podocarpus gracilior</i>	Fern Pine
<i>Pyrus calleryana</i>	'Aristocrat'; Ornamental Pear
<i>Quercus agrifolia</i>	Coast Live Oak
<i>Rhus lancea</i>	African Sumac
<i>Sapium sebiferum</i>	Chinese Tallow Tree
<i>Sophora japonica</i>	Japanese Pagoda Tree
<i>Tristania conferta</i>	Brisbane Box
<i>Ulmus parvifolia</i> 'True Green'	Chinese Evergreen Elm
<i>X chitalpa tashkentensis</i>	'Pink Dawn'; Chitalpa Tree
<i>Zelkova serrata</i>	Saw Leaf Zelkova

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.



Purple Leaf Plum



Boston Ivy



Mexican Bush Sage



Pink Powder Puff

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Shrubs

See Overall Arboretum Plant Palette

Vines (On Perimeter Streetscene Walls)

See Overall Arboretum Plant Palette

COMMUNITY PROJECT ENTRIES

Specimen Trees

* <i>Olea europaea</i>	Olive
* <i>Pinus Pinea</i>	Italian Stone Pine
<i>Platanus acerifolia</i> 'bloodgood'	London Plane Tree
<i>Quercus agrifolia</i>	Coast Live Oak
<i>Quercus virginiana</i>	Southern Live Oak
* <i>Schinus molle</i>	California Pepper Tree

Vertical Evergreen Backdrop Tree

* <i>Cupressus sempervirens</i>	Italian Cypress
<i>Magnolia grandiflora</i>	Southern Magnolia; 'DD Blanchard'
* <i>Pinus canariensis</i>	Canary Island Pine
<i>Populus nigra</i> 'Italica'	Lombardy Poplar
<i>Prunus caroliniana</i>	Carolina Laurel Cherry

Entry Monumentation Thematic Shrubs

<i>Arbutus unedo</i> 'compacta'	Dwarf Strawberry Tree
<i>Agave</i> sp.	Agave
<i>Aloe</i> sp.	Aloe
<i>Anigozanthus flavidus</i>	Kangaroo Paw
* <i>Bougainvillea</i> sp.	Bougainvillea
<i>Buxus japonica</i> 'Green Beauty'	Buxus
<i>Dasylirion wheeleri</i>	Desert Spoon
<i>Festuca glauca</i>	Blue Fescue
<i>Lavendula stoechas</i> 'Otto Quast'	Spanish Lavendar





Bronze Loquat



Pink Dawn



New Zealand Flax



Crabapple

Leonotis leonurus
Melaleuca nesophila
Muhlenbergia rigens
Muhlenbergia rigida
Phlomis fruticosa
Phormium tenax (Varieties)
Pittosporum tobira (Varieties)
Rhaphiolepis umbellata minor
Rosa floridunda 'Iceberg'
Rosa 'Flower Carpet'
**Rosmarinus officinalis* (Varieties)
**Salvia leucantha*
Santolina chamaecyparissus
Westringia fruticosa

Lion's Tail
 Pink Melaleuca
 Deer Grass
 Purple Muhly
 Jerusalem Sage
 New Zealand Flax
 Tobira
 No Common Name
 Rose
 Landscape Rose
 Rosemary
 Mexican Bush Sage
 Lavender Cotton
 'Morning Light' Coast Rosemary

Vines / Espaliers

<i>*Bougainvillea</i> sp.	Bougainvillea
<i>Calliandra haematocephala</i> (espalier)	Pink Powder Puff
<i>Distictus buccinatoria</i>	Red Trumpet Vine
<i>Grewia caffra</i> (Espalier)	Lavender Star Flower
<i>Parthenocissus tricuspidata</i>	Boston Ivy
<i>Rosa</i> sp.	Climbing Rose

PRIMARY AND SECONDARY ENTRIES

Specimen Trees

<i>*Pinus pinea</i>	Italian Stone Pine
<i>Platanus acerifolia</i> 'bloodgood'	London Plane Tree
<i>*Olea europaea</i>	Olive
<i>Quercus agrifolia</i>	Coast Live Oak
<i>*Schinus molle</i>	California Pepper Tree

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.



Agave



Box Leaf Euonymus



Blue Fescue



Southern Magnolia

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Vertical Evergreen Backdrop

*Cupressus sempervirens	Italian Cypress
Magnolia grandiflora	Southern Magnolia; 'DD Blanchard'
*Pinus canariensis	Canary Island Palm

Flowering Entry Backdrop Tree

Arbutus marina	No Common Name
Cassia excelsa	Crown of Gold
Chitalpa tashkantensis	'Pink Dawn'; Chitalpa Tree
Lagerstroemia indica	Crape Myrtle
Prunus cerasifera	Purple Leaf Plum

Trees in Pots

Eriobotrya deflexa	Bronze Loquat
Feijoa sellowiana	Pineapple Guava
Laurus nobilis (Standard)	Bay Tree
Magnolia grandiflora	Southern Magnolia; 'DD Blanchard'
Malus hybrid	Crabapple

Shrub Hedge Row

Buxus japonica 'Green Beauty'	Buxus
Euonymus japonica 'Microphyllus'	Box Leaf Euonymus
Ligustrum japonica 'Texanum'	Texas Privet
Raphiolepis umbellata minor	No Common Name

ICON MONUMENTATION

Intersection Heritage Trees

Cinnamomum capidora	Camphon Tree
Quercus agrifolia	Coast Live Oak
*Schinus molle	California Pepper Tree

Vertical Backdrop Trees

Alnus rhombifolia	White Alder
Liquidamar stracuflua	American Sweet Gum





Lavender Cotton



Tobira

Note: * Plant species is prohibited in the Fuel Modification Zone. Refer to the Fire Protection Plan for The Arboretum for allowed species.

Magnolia grandiflora	Southern Magnolia; 'DD Blanchard'
Populus nigra 'italica'	Lombardy Poplar

Shrub Hedge Row

Buxus japonica	'Green Beauty'
Buxus raphiolepis umbellata minor	NCN
Euonymus japonica 'Microphyllus'	Box Leaf Euonymus

Icon Monumentation Thematic Shrubs

Agave Sp.	Agave
Aloe Sp.	Aloe
Anigozanthus flavidus	Kangaroo Paw
Arbutus unedo 'Compacta'	Dwarf Strawberry Tree
*Bougainvillea sp.	Bougainvillea
Buxus japonica 'Green Beauty'	Buxus
Dasyllirion wheeleri	Desert Spoon
Festuca glauca	Blue Fescue
Lavendula stoechas 'Otto Quast'	Spanish Lavendar
Leonotis leonurus	Lion's Tail
*Muhlenbergia rigens	Deer Grass
Muhlenbergia rigida	Purple Muhly
Phlomis fruticosa	Jerusalem Sage
Phormium tenax (Varieties)	New Zealand Flax
Pittosporum tobira	Tobira
Raphiolepis umbellata minor	No Common Name
Rosa floridunda	'Iceberg' Rose
Rosa 'Flower Carpet'	Landscape Rose
*Rosmarinus officinalis (Varieties)	Rosemary
*Salvia leucantha	Mexican Bush Sage
Santolina chamaecyparissus	Lavender Cotton
Westringia fruticosa 'Morning Light'	Coast Rosemary



Hybrid Palo Verde



Mexican Fan Palm



Hong Kong Orchid Tree



Holly Oak

Note: * Plants are prohibited in the Fuel Modification Zone.

- Plants appropriate for the Arboretum Park

COMMUNITY PLANT PALETTE (All Areas Except SCE Easement, including Recreation Centers, Parks, Streetscenes, and On Site Landscaping)

*Palm Trees

- | | |
|----------------------|------------------------|
| ● Bauhea armata | Blue Mexican Palm |
| ● Chamaerops humilis | Mediterranean Fan Palm |
| Phoenix dactylifera | Date Palm |
| Washingtonia robusta | Mexican Fan Palm |

Local Street Trees

- | | |
|----------------------------------|-----------------------------------|
| Arbutus marina | No Common Name |
| Bauhinia blakeana | Hong Kong Orchid Tree |
| Bauhinia variegata | Purple Orchid Tree |
| Cercidium hybrid 'desert museum' | Hybrid Palo Verde |
| *Cinnamomum camphora | Camphora |
| Cupaniopsis anacardioides | Carrot Wood |
| *Eucalyptus viminalis | Eucalyptus |
| Koelreuteria bipinnata | Chinese Flame Tree |
| ● Lagerstroemia indica | Crape Myrtle |
| Magnolia grandiflora | Southern Magnolia; 'DD Blanchard' |
| Melaleuca linariifolia | Flaxleaf Paperbark |
| *Olea europaea | Olive |
| *Pinus canariensis | Canary Island Pine |
| Pinus eldarica | Afghan Pine |
| Platanus acerifolia | London Plane Tree; 'Bloodgood' |
| *Podocarpus gracilior | Fern Pine |
| Pyrus calleryana 'Aristocrat' | Ornamental Pear |
| Quercus agrifolia | Coast Live Oak |
| ● Rhus lancea | African Sumac |
| Sapium sebiferum | Chinese Tallow Tree |
| *Schinus molle | California Pepper Tree |





Carolina Laurel Cherry



Long Leaved Yellow Wood



Coast Live Oak



European White Birch

Note: * Plants are prohibited in the Fuel Modification Zone.

- Plants appropriate for the Arboretum Park

Sophora japonica

Tristania conferta

Ulmus parvifolia 'True Green'

- X chitalpa tashkentensis 'Pink Dawn'

Zelkova serrata

Japanese Pagoda Tree

Brisbane Box

Chinese Evergreen Elm

Chitalpa Tree

Saw Leaf Zelkova

Vertical Evergreen Trees

*Cupressus sempervirens

Italian Cypress

- Eucalytus grandis

N.L.N.

Magnolia grandiflora

Southern Magnolia; 'DD Blanchard'

*Pinus canariensis

Canary Island Palm

Podocarpus henkelii

Long Leaved Yellow Wood

*Podocarpus macrophyllus

Yew Pine

Prunus caroliniana

Carolina Laurel Cherry

Park Large Scale Trees

- *Cinnamomum camphora

Champhor Tree

- *Olea europaea

Olive (Fruitless Varieties)

- *Pinus pinea

Italian Stone Pine

- Pistacia chinensis

Chinese Pistache

Platanus racemosa

California Sycamore Tree

- Platanus acerifolia 'Bloodgood'

London Plane Tree

- Quercus agrifolia

Coast Live Oak

- Quercus virginiana

Southern Live Oak

*Schinus molle

California Pepper Tree

Ulmus parvifolia 'True Green'

Chinese Evergreen Elm

Recreation Center Accent Trees

Arbutus marina

NCN

Citrus Sp.

Citrus

Cupaniopsis anacardioides

Carrot Wood Tree

Feijoa sellowiana

Pineapple Guava



Coyote Bush



Little John



California Sycamore Tree



Creeping Acacia

Note: * Plants are prohibited in the Fuel Modification Zone.

- Plants appropriate for the Arboretum Park

Magnolia grandiflora
 *Phoenix dactylifera
 ● *Podocarpus gracilior
 Quercus agrifolia
 Washingtonia robusta

Southern Magnolia; 'DD Blanchard'
 Date Palm
 Fern Pine
 Coast Live Oak
 Mexican Fan Palm

Deciduous Accent and Flowering Trees

*Acacia smallii
 Betula pendula
 ● Castanospermum australe
 Cercis mexicana
 ● Glenditsia triancanthos
 'Italica'
 ● Lagerstroemia indica
 ● Leptuspermum laevigatum
 ● Liquidambar styraciflua
 Liriodendron tulipifera
 Platanus acerifolia 'Bloodgood'
 Platanus racemosa
 Populus nigra
 Prunus cerasifera
 Sapium sebiferum
 Sophora japonica
 Tipuana tipu
 X chitalpa tashkentensis

Desert Sweet Acacia
 European White Birch
 Moreton Bay Chestnut
 Mexican Redbud
 Honey Locust
 Lombardy Poplar
 Crape Myrtle
 Australian Tea Tree
 American Sweet Gum
 Tulip Tree
 London Plane Tree
 California Sycamore
 Chitalpa Tree
 Purple Leaf Plum
 Chinese Tallow Tree
 Japanese Pagoda Tree
 Tipu Tree

Overall Arboretum Shrubs and Ground Covers (All Areas Except SCE Easement)

*Acacia redolens 'Desert Carpet'
 Agapanthus africanus
 Agave sp.
 Aloe sp.
 Anigozanthos sp.
 Arbutus unedo 'Compacta'

Creeping Acacia
 Lily-of-the-Nile
 Agave
 Aloe
 Kangaroo Paw
 Strawberry Tree





Rockrose



Promrose Jasmine



Red Hot Poker



Pride of Madeira

Note: * Plants are prohibited in the Fuel Modification Zone.

- Plants appropriate for the Arboretum Park

*Baccharis pilularis
 *Bougainvillea
 Buxus japonica 'Green Beauty'
 Calliandra haematocephala
 Callistemon citrinus
 Camellia sasanqua
 Carissa sp.
 Cassia Sp.
 Cercis occidentalis
 ● *Chamaerops humilis
 Cistus sp.
 Cotoneaster sp.
 Cuphea hyssopifolia
 *Cupressus sempervirens
 Dietes bicolor
 Dietes vegeta
 Dodonaea viscosa
 Echium fastuosum
 Euonymus japonica (Varieties)
 Europs 'pectinatus' And 'viridis'
 Feijoa sellowiana
 Festuca glauca
 Helictotrichon sempervirens
 Hesperaloe parviflora
 Heteromeles arbutifolia
 Hibiscus syriacus
 Ilex sp.
 Jasminum mesnyi
 Jasminum officinale
 Kniphofia uvaria

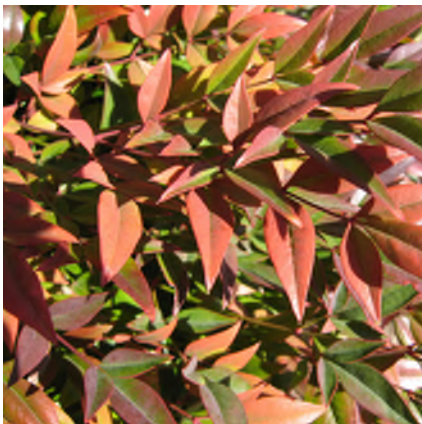
Coyote Bush
 Bougainvillea
 Boxwood
 Pink Powder Puff
 'Little John'; Lemon Bottlebrush
 Sun Camellia
 Natal Plum
 Senna
 Western Redbud
 Mediterranean Fan Palm
 Rockrose
 Cotoneaster
 False Heather
 Italian Cypress
 African Iris
 Fortnight Lily
 Hopseed Bush
 Pride of Madeira
 Evergreen Euonymus
 Euryops
 Pineapple Guava
 Blue Fescue
 Blue Oat Grass
 Red Yucca
 Toyon
 Rose of Sharon
 Holly
 Promrose Jasmine
 Common White Jasmine
 Red Hot Poker



Cape Plumbago



Orange Jasmine



Heavenly Bamboo



Lady Bank's Rose

Note: * Plants are prohibited in the Fuel Modification Zone.

● Plants appropriate for the Arboretum Park

Lantana montevidensis	Trailing Lantana
Lavandula sp.	Lavender
Leonotis leonurus	Lion's Tail
● Leptospermum scoparium (Varieties)	New Zealand Tea Tree
Ligustrum japonica	'Texanum'; Texas Privet
Liriope gigantea	Giant Lily Turf
Liriope muscari	Lily Turf
Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle
Melaleuca nesophila	Pink Melaleuca
*Muhlenbergia rigens	Deer Grass
Muhlenbergia rigida	Purple Muhly
Murraya paniculata	Orange Jasmine
Myoporum 'Pacificum'	Myoporum
Myoporum parvifolium 'Putah Creek'	No Common Name
Myrtus communis 'Compacta'	Dwarf Myrtle
Myrtus communis	Greek Myrtle
Nandina 'Gulf Stream'	Heavenly Bamboo
*Perovskia artiplicifolia	Russian Sage
*Phlomis fruticosa	Jerusalem Sage
*Phoenix roebelenii	Pigmy Date Palm
Phormium tenax (Varieties)	New Zealand Flax
Photinia fraseri	No Common Name
Pittosporum tobira (Varieties)	Tobria
Plumbago auriculata	Cape Plumbago
Podocarpus henkelii	Long Leaved Yellow Wood
*Podocarpus macrophyllus	Yew Pine
Pyracantha sp.	Firethorn
Raphiolepis 'Majestic Beauty'	No Common Name
Raphiolepis Umbellata 'Minor'	No Common Name
Raphiolepis sp.	India Hawthorn





Cape Honeysuckle



Red Trumpet Vine



Princess Flower



Currant

Note: * Plants are prohibited in the Fuel Modification Zone.

Rosa 'Iceberg'	Rose
Rosa banksiae	Lady Bank's Rose
*Rosmarinus officinalis (Varieties)	Rosemary
*Salvia leucantha	Mexican Bush Sage
Santolina chamaecyparissus	Lavender Cotton
Sarcococca ruscifolia	Sweet Box
Tecomaria capensis	Cape Honeysuckle
Ternstroemia japonica	No Common Name
Teucrium chamaedrys 'Prostratum'	Bush Germander
Tibouchina urvilleana	Princess Flower
Trachelospermum jasminoides	Star Jasmine
Tulbaghia violacea	Society Garlic
Viburnum suspensum	Sandankwa Viburnum
Viburnum tinus 'Spring Bouquet'	Laurustinus
Westringia fruticosa	Westringia
Xylosma congestum 'Compacta'	Shiny Xylosma

Vines

*Bougainvillea	Bougainvillea
Distictis buccinatoria	Red Trumpet Vine
Hardenbergia violacea	'Happy Wanderer'; Lilac Vine
Parthenocissus tricuspidata	Boston Ivy
Polygonum aubertii	Silver Lace Vine
Wisteria sinensis	Chinese Wisteria
Vitis spp. 'Thompson Seedless'	Thompson Seedless Grape
Vitis spp. 'Rogers Red Leaf'	Rogers Red Leaf Grape
Vitis spp. 'Ruby Seedless'	Ruby Seedless Grape
Vitis spp. 'Concord'	Concord Grape
Vitis spp. 'Golden Muscat'	Golden Muscat Grape

Turf

100% Tall Fescue	Sod or Seed
------------------	-------------



Coffeeberry



Deer Grass



Flannelbush



Texas Ranger

Note: * Plants are prohibited in the Fuel Modification Zone.

SCE EASEMENT

Trees

Chilopsis linearis 'Dark Storm'	Desert Willow
Citrus sp.	Citrus Trees
Feijoa sellowiana	Pineapple Guava
Lagerstroemia indica	Crape Myrtle
Prunus cerasifera	Purple Leaf Plum

Shrubs and Ground Cover

*Acacia redolens 'Desert Carpet'	Creeping Acacia
Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita
Arctostaphylos edmundsii	Little Sur Manzanita
Artemisia 'Powis Castle'	Wormwood
Artemisia arborescens	Sagebrush
Baccharis pulularis	Dwarf Coyote Bush
Baccharis 'Centennial'	Hybrid Coyote Bush
Carpenteria californica	Bush Anemone
Encelia californica	Coast Sunflower
Fremontodendron 'California Glory'	Flannelbush
Hesperaloe parviflora	Red Yucca
Heteromeles arbutifolia	Toyon
Kniphofia uvaria	Red Hot Poker
Leucophyllum frutescens	Texas Ranger
*Muhlenbergia sp.	Deer Grass
Opuntia ficus indica	Thornless Beavertail Cactus
Penstemon azureus	Azure Penstemon
Rhamnus californica	Coffeeberry
Rhamnus crocea	Redberry
Rhus integrifolia	Lemonade Berry
Ribes sp.	Currant





Matilija Poppy



Woolly Blue Curls



Blue Eye Grass



Peach Tree

Romneya coulteri
 *Salvia sp.
 Sisyrinchium bellum
 Trichostema lanatum

Matilija Poppy
 Sage
 Blue Eye Grass
 Woolly Blue Curls

FRUIT BEARING PLANT MATERIAL
 All Areas and within SCE Easement
 (Varieties to be under 20' in height).

- Apple 'Gordon'
- Apricot (All)
- Cherry (All)
- Citrus (All)
- Crab Apple (All)
- Nectarine (All)
- Olives (All)
- Peach (All)
- Pear (All)
- Plum (All)
- Pomegranate (All)
- Quince (All)

Note: * Plants are prohibited in the Fuel Modification Zone.

- Plants appropriate for the Arboretum Park

7.4.8 Pedestrian and Bicycle Connectivity

1. Incorporate walking and bicycling paths to provide transportation alternatives and contribute to a healthy lifestyle. Ensure connections and access for pedestrian and bicycle paths to non-residential uses and recreational facilities.
2. Pedestrian and bicycle routes along roadways and paseos shall incorporate pedestrian amenities, such as benches, shade structures, and lighting.
3. Meandering trails and sidewalks that are separated from the street by landscaping are desirable.
4. Trails and paseos shall be clearly marked with consistent signage and well lit.
5. Provide accessible, secure and lockable bicycle storage facilities at strategic locations throughout residential areas and the parks and trails system to make bicycle use a convenient and safe transportation choice. For example, centralized bicycle facilities incorporated into residential projects as well as recreational amenities facilitate resident perception that such amenities are sensible cycling destinations.



Pedestrian Connectivity with Wayfinding Signage



7.4.9 Walls and Fences

1. Solid walls and fences shall not dominate the street scene. They shall be used for noise attenuation, privacy, spatial delineation, and shielding of incompatible adjacent uses.
2. View fences (which are partially solid and see-through material such as wrought iron) provide a visually attractive alternative to solid walls and fences. They allow for safety and privacy while preserving views and creating a more visually appealing neighborhood. View fences shall be used instead of solid walls when feasible, especially around the Arboretum Park and facing onto parks and paseos.
3. Wall faces that are visible to the public shall be constructed of attractive materials, such as split face block. Pilasters shall be incorporated into wall design with spacing of approximately 100 feet, especially at entries and important community intersections.
4. Walls and/or wall surfaces not visible to the public do not need the same high level of design detail.
5. Trees, vines, and landscaping shall be used to soften the visual appearance of the walls.
6. Walls and fences shall be made of durable yet attractive materials that complement the adjacent architecture. When solid walls are necessary, precision block, split-face block, stone, concrete, stucco with pilasters and caps, or materials with similar visual qualities shall be used. Likewise, view fences shall incorporate visually attractive materials such as tubular steel, wrought iron, and stone (or faux-stone) in areas where they are highly visible.

7. Long, monotonous walls are to be avoided. Walls shall have breaks, recesses, and offsets, especially at entries and important intersections. Long walls shall be made more attractive and visually interesting through the incorporation of surface articulation and pilasters.
8. Trees, shrubs, and vines soften the visual appearance of walls and are required.
9. Walls shall provide convenient pedestrian gates to ensure ease of pedestrian circulation.



Residential view fencing



Wall softened with landscaping

7.4.10 General Lighting

1. Attractive and consistent lighting elements shall be provided along roadways within the neighborhood. The height, brightness, and spacing of the lighting elements shall be appropriate to the scale and speed of the roadway.
2. Pedestrian-scale lighting shall be provided in areas with nighttime use, such as paseos and walkways. The type, style, and intensity of pedestrian lighting shall reflect the use of the character of the area.
3. To preserve views of the night-time sky, lighting elements shall minimize glare, spill over, and light pollution. Direct outdoor lighting downward.
4. Utilize shielded fixtures, avoiding overhead lighting of areas such as walkways.
5. Provide low-contrast lighting and use low-voltage fixtures and energy-efficient bulbs, such as compact fluorescent (CFL) and light emitting diode (LED) bulbs.
6. Lighting fixtures shall be compatible with the architectural styles of surrounding buildings and yet consistent throughout the community.
7. Lighting standards shall be consistent with City safety and illumination requirements.

Iconic landscaping and buildings within the project shall be spotlighted to provide visual accent and directional reference, but done so in a sensitive way that minimizes unnecessary glare, spill over, and light pollution.

7.4.11 Outdoor Lighting

The following areas will be lighted:

- Recreation Centers
- Public Parks
- All neighborhood pocket parks
- Paseos and pedestrian walks (when away from a streetscene edge)
- Monumentation Signage
- Gated and nongated vehicular entry areas
- Specimen trees at entry areas

Active use areas shall be safety lit for users. Fixtures shall not be placed or directed in such a manner causing glare of excessive light to fall on adjacent residences or sites. Iconic landscaping and buildings within the project shall be spotlighted to provide visual accent and directional reference, but done so in a sensitive way that minimizes unnecessary glare, spill over, and light pollution.

Final size, placement, wall age, intensity and amount of lighting required per use area shall be at the direction of the City of Fontana.



Example of outdoor lighting of public common areas





Chapter 8.0

Development Standards

The Arboretum Specific Plan provides detailed regulations for new residential development within the specific plan area. The standards are intended to ensure that new residential development will be internally compatible.

Without prescribing specific housing types, the development standards provided herein primarily address the built environment along the public realm. For the purpose of this chapter, the public realm refers to any area that has or will provide public access. This includes public and private streets as well as common open space.

A summary of residential development standards is presented in Table 8.1 at the conclusion of this chapter.

In addition, development standards for the Activity Center as well as Parks and Recreation are provided in this chapter.

8.1 Definition of Terms

- **Acreage, Gross.** All land within a defined area, including private and public ownerships, rights-of-way, easements, etc., measured to centerline of street.
- **Acreage, Net.** The developable portion of a given site less public rights-of-way, easements, and public and dedicated open space.
- **Adjusted Gross Acreage.** Gross acreage (see above) minus the area for collector streets and above, public facilities (excluding schools), and open space (excluding parks).
- **Balcony.** A platform projecting from the external wall of a building and enclosed by a railing or parapet.
- **Buffer Areas.** An area of land used to visibly separate one land use from another or to shield noise, lights, or other possible nuisances.
- **Buildable Lot Area.** The total gross acreage of an individual Planning Area.
- **Building Coverage.** The relationship between the ground floor area (footprint) of the building(s) and the buildable lot area.
- **Building Height.** The vertical distance above a reference point measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference point shall be selected by either of the following, whichever yields a greater height of building:
 - The elevation of the highest adjoining sidewalk or ground surface within a 5-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above lowest grade.
 - An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface described above is more than 10 feet above lowest grade.
 - The height of a stepped or terraced building is the maximum height of any segment of the building.
- **Common Open Space.** Land in a residential development held in common and/or single ownership and not reserved for the exclusive use or benefit of an individual tenant or owner.
- **Conditional Use.** A use permitted in a particular zoning district only upon showing that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified according to zone and authorized by the Planning Commission.
- **Density.** The number of dwelling units or housing structures per acre of land.
- **Development Advisory Board (D.A.B.).** Consists of representatives of the various city departments and public agencies. The D.A.B. serves to review projects for consistency with the general plan, zoning ordinance, and other policies and procedures established by the City Council and Planning Commission on development proposals. The D.A.B. is strictly advisory.
- **Dwelling, Single-Family Detached.** A building designed and/or used for one dwelling unit, exclusive of a secondary unit, located on a single lot, and separated from any other dwelling unit and includes detached condos.
- **Easement.** A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.
- **Floor Area, Gross.** The total horizontal area, in square feet, including the exterior walls of all floors of a structure.
- **Frontage.** The length of that portion of a lot abutting a street.
- **Garage.** A building or portion thereof in which a motor vehicle containing flammable or combustible liquids or gas in its tank is stored or kept.
- **Grade** (adjacent ground elevation). The lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the building and the property line or, when the property line is more than 5 feet from the building, between the building and a line 5 feet from the building.
- **Grade, finished.** The final elevation of the ground surface after development.
- **Grade, natural.** The elevation of the ground surface in its natural state, before man-made alterations.

- **Guest Parking.** On-site parking spaces provided for intermittent use by visitors.
- **Homeowners Association.** A community association that is organized within a development and in which individual owners share common interests and responsibilities for open space, landscaping, and/or facilities.
- **HDR.** High Density Residential.
- **LDR.** Low Density Residential.
- **Lot Area, Net.** See “Buildable Lot Area”.
- **Lot, Corner.** A lot or parcel of land abutting upon two or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees.
- **Lot Coverage.** The percentage of the net area of the lot that is covered by the main building and all accessory structures (as viewed from a plan perspective).
- **Lot, Cul-de-sac.** A lot located on the turning end of a dead-end street.
- **Lot Depth.** The average linear measurement between the front and rear lot lines when measured at 90 degree angles from the front lot line, or the tangent or chord line of a curved front lot line.
- **Lot, Flag.** A lot having access to a street by means of a private driveway access, easement, or parcel of land not meeting the requirements of this Specific Plan for lot width, but having a dimension of at least 30 feet at its narrowest point. Residential structures on flag lots shall also be visible from the street.
- **Lot Frontage.** The length of the defined front lot line measured at the street right-of-way.
- **Lot, Interior.** A lot other than a corner lot.
- **Lot, Knuckle.** A lot that has frontage on the outside turning radius of two intersecting streets.
- **Lot Line.** Lines bounding a lot as defined herein.
- **Lot Line, Front.** The line separating the narrowest street frontage of the lot from the street right-of-way.
- **Lot Line, Rear.** The lot line opposite and most distant from the front lot line; or in the case of an irregularly shaped lot, a straight line not less than 10 feet long, within the lot, and most nearly parallel to and at the maximum distance from the front lot line.
- **Lot Line, Side.** Any lot lines other than the front or rear lot lines.
- **Lot Width.** The average linear distance between side lot lines when measured at a 90 degree angle to the front lot line.
- **Maximum Lot (Building) Coverage.** The maximum area of the lot that may be covered by buildings and roofed structures. This may be expressed in square footage or as a percentage of the minimum lot area.
- **MDR.** Medium Density Residential.
- **Minimum Lot Area.** The amount of land that must be contained in a lot for each dwelling unit to be built on that lot. This ratio is typically applied in multiple-family zones. In single-family zones, it is the same as minimum lot size.
- **Paseo.** A landscaped corridor with a common path.
- **Setback Area.** The minimum distance required by zoning to be maintained between two structures or between a structure and a property line.
- **Specific Plan.** A fully planned community, with all design controls, servicing requirements and financing techniques incorporated into the plan, which is adopted with a self-contained regulatory text and serves to implement the general plan in more detail.
- **Yard, Front.** A yard extending the full width of the lot between the front lot line and a line parallel thereto and passing through the nearest point of the building; provided that, if a future street right-of-way has been established, such measurement shall be from the future street right-of-way line.
- **Yard, Rear.** A yard extending the full width of the lot between the rear lot line and a line parallel thereto. For through lots, if a future street right-of-way has been established, such measurement shall be from the future street right-of-way line.
- **Yard, Side.** A yard between the side lot line and a line parallel thereto and extending from the front yard to the rear yard.



8.2 General Notes

1. The maximum number of residential dwelling units permitted by The Arboretum Specific Plan shall be 3,532. The approximate number of dwelling units within each residential planning area is established in Chapter 4, Community Structure. Each planning area contains a target adjusted gross density ~~and an approximate number of dwelling units. During the site plan and tentative map stage of design, the actual number of dwelling units allocated to a particular planning area may differ slightly from the number shown on the Land Use Plan.~~ Up to 10 percent of the ~~R-PC R-MF~~ 3.0-8.0 units in a particular residential planning area may be transferred to another ~~R-PC R-MF~~ 3.0-8.0 planning area, provided the maximum unit count for the Specific Plan as a whole does not exceed 3,532 units. Up to 15 percent of the ~~R-PC R-MF~~ 8.1-24.0 units in a particular residential planning area may be transferred to another ~~R-PC R-MF~~ 8.1-24.0 planning area, provided the maximum unit count for the ~~R-PC R-MF~~ 8.1-24.0 residential uses as a whole does not exceed 2,569 units.
2. Minor boundary, density, and acreage variations (up to 10 percent) in the planning areas shall be permitted, subject to approval of the Director of ~~Planning or their designee Community Development~~, without an amendment to the Specific Plan document.
3. Development standards relating to room additions, pools, spas, and accessory structures are not included in this Chapter and shall conform to City of Fontana Zoning and Development Code.
4. Performance standards for noise, vibration, light and glare, odors, and electromagnetic interference shall comply with the City of Fontana Zoning and Development Code and any supplemental performance standards contained in the project's CC&Rs.
5. All private streets within the Specific Plan shall be permanently reserved and maintained for their intended purpose by a means acceptable to and enforceable by the City of Fontana. Access for emergency vehicles shall be maintained at all times.
6. The project may incorporate future live/work land uses in the Specific Plan area, in the Arboretum Village around the Arboretum Park. The "work" component of the live/work uses should be comprised of uses such as architects, accountants, florists, and other uses that complement the Arboretum theme. If live/work uses are desired in the future, they shall be developed under the provisions of the zoning ordinance, if applicable. Alternatively, a Specific Plan Amendment may be needed to regulate permitted and conditionally permitted uses and to regulate the appearance of the built environment. Any future live/work uses will also be regulated by the project CC&Rs. In no case shall new live/work uses exceed the maximum dwelling units and square footage permitted by the land use plan (Figure 4.2) without a Specific Plan Amendment and the appropriate environmental review.
7. The Fontana Zoning and Development Code shall apply regarding the keeping of animals on residential property, in addition to the project's CC&Rs.
8. The Fontana Zoning and Development Code shall apply to all private swimming pools, spas, and hot tubs.
9. Recreational vehicle and oversized vehicle parking requirements on private streets and driveways shall be as stipulated by the City of Fontana Municipal Code and/or the project's CC&Rs.
10. HOA, or the majority property owner, when necessary, shall petition the Fontana City Council to enforce the California Vehicle Code on private streets within The Arboretum Specific Plan communities, pursuant to Fontana City Code 17-38.
11. Parking in private drives shall be restricted by the project's CC&Rs, requiring residents to first park in the garage. Only overflow and guest parking will be allowed on the private drives. When parking on the private drive, no overhang shall be allowed on pedestrian walkways/sidewalks.

12. A maximum of four lots (6,000 square feet or larger) per village, with a maximum of two lots per Planning Area, may be designed as flag lots. The Planning Commission may choose to allow more at their discretion.
13. Staggered building placement required for variation in streetscape shall not encroach into the minimum required setback area for any given lot (variations in building footprints shall be set back from the minimum front yard setback required).
14. The San Bernardino County Fire Department requires that projects provide an appropriate number of ingress and egress points into each village and their associated Planning Areas will require Fire Department approval.
15. The majority of the properties in the Specific Plan are owned by a single landowner. The remaining properties with residential designations are owned by two separate entities that have not yet determined if they would like to be a part of the larger Arboretum neighborhoods or if they will develop as separate, individual projects. If the property owner elects to develop the site independently, appropriate emergency vehicle access (EVA) must be provided as required by the San Bernardino County Fire Department.
16. If the properties are not developed as separate neighborhoods, but are included as part of the larger development concept, the planning area may participate in village amenities and develop at densities up to Medium density, so long as the total number of units does not exceed the maximum number of units allowed by the Specific Plan in each village.
17. The approval of this specific plan does not relieve the design professional engineer from adhering to current City standards and standard engineering practices in place at time of plan development as approved by the City Engineer.
18. Development standards in this chapter are based on lot size (or a range of sizes) as measured in square feet. The referenced lot size represents a general product type and is not meant to limit development to only those square footages explicitly identified. For example, a traditional single family lot of 6,000 square feet includes any lot from 6,000 square feet to less than 7,000 square feet in size.



8.3 Residential Development Standards

The residential development standards presented in this chapter have been devised to define the relationship of private space (i.e. homes) within the project to the public realm. In other words, these development standards delineate, categorize, and regulate the built environment along edge conditions, which includes any area that has or will provide public access, such as streets, common open space, and other edge conditions. By characterizing the feel of the relationship between the built environment and the adjacent public realm through development standards, considerable flexibility is allowed in choosing appropriate residential product types while still ensuring a uniformity of well-defined spaces within the project. Residential development standards are defined by product type for the following products: products with densities 3.0-9.0 du/ac (typically traditional single family lots 2,600-6,000 square feet in size), products with densities of 8.1-16.0 du/ac, and products with densities of 16.1-24.0 du/ac.

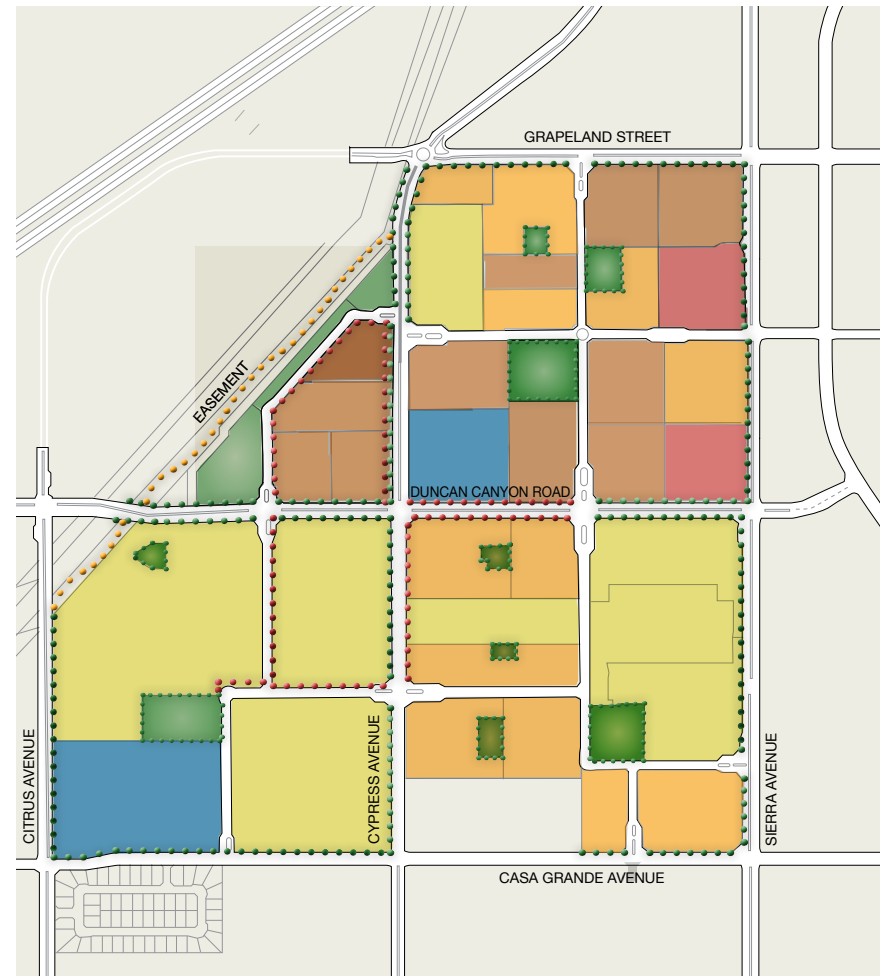
8.3.1 Layers

The relationship between the built environment and public realm is defined by a series of layers. The layers delineate and characterize space found between elements of the public realm, such as street right-of-way or landscape easements, and the architectural features of the built environment.

Layers are customized according to the level of community structure being addressed, including the community, village and neighborhood levels. For example, the standards devised for community edges are different than those devised for the intimate spaces found within individual neighborhoods.

Standards also vary according to residential density for each layer, (i.e., **R-PC R=MF** 3.0, **R-PC R=MF** 18.0). For example, standards defining spaces relating to structures with fourth-story building elements would not be applicable to **R-PC R=MF** 3.0, as having four stories is prohibited in this residential density. But such standards would be relevant to high density areas within the project, such as **R-PC R=MF** 18.0.

Building sections and isometric diagrams have been provided to illustrate the development standards for each level of the community structure (community, village and neighborhood) as well as other private/public realm conditions found in The Arboretum Specific Plan (**paseos**, parks, drive aisles).



COMMUNITY PLAN

Street Frontage - Massing Envelope (1) (2) (3)

Perimeter Streets: Sierra Ave, Cypress Ave, Citrus Ave, Casa Grande Ave, Duncan Canyon Rd, and Grapeland St.

Layer 1 - Entry Elements (4)

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): 5' (5)

R-PC R-MF 8.1-16.0: 5'

R-PC R-MF 16.1-24.0: 5'

Layer 2 - Building Elements: 1st and 2nd Story

R-PC R-MF 3.0-8.0: 10' (5)

R-PC R-MF 8.1-16.0: 10'

R-PC R-MF 16.1-24.0: 10'

Layer 3 - Building Elements: 3rd Story

R-PC R-MF 3.0-8.0: 15'

R-PC R-MF 8.1-16.0: 15'

R-PC R-MF 16.1-24.0: 15'

Layer 4 - Building Elements: 4th Story

R-PC R-MF 3.0-8.0: not permitted

R-PC R-MF 8.1-16.0: not permitted

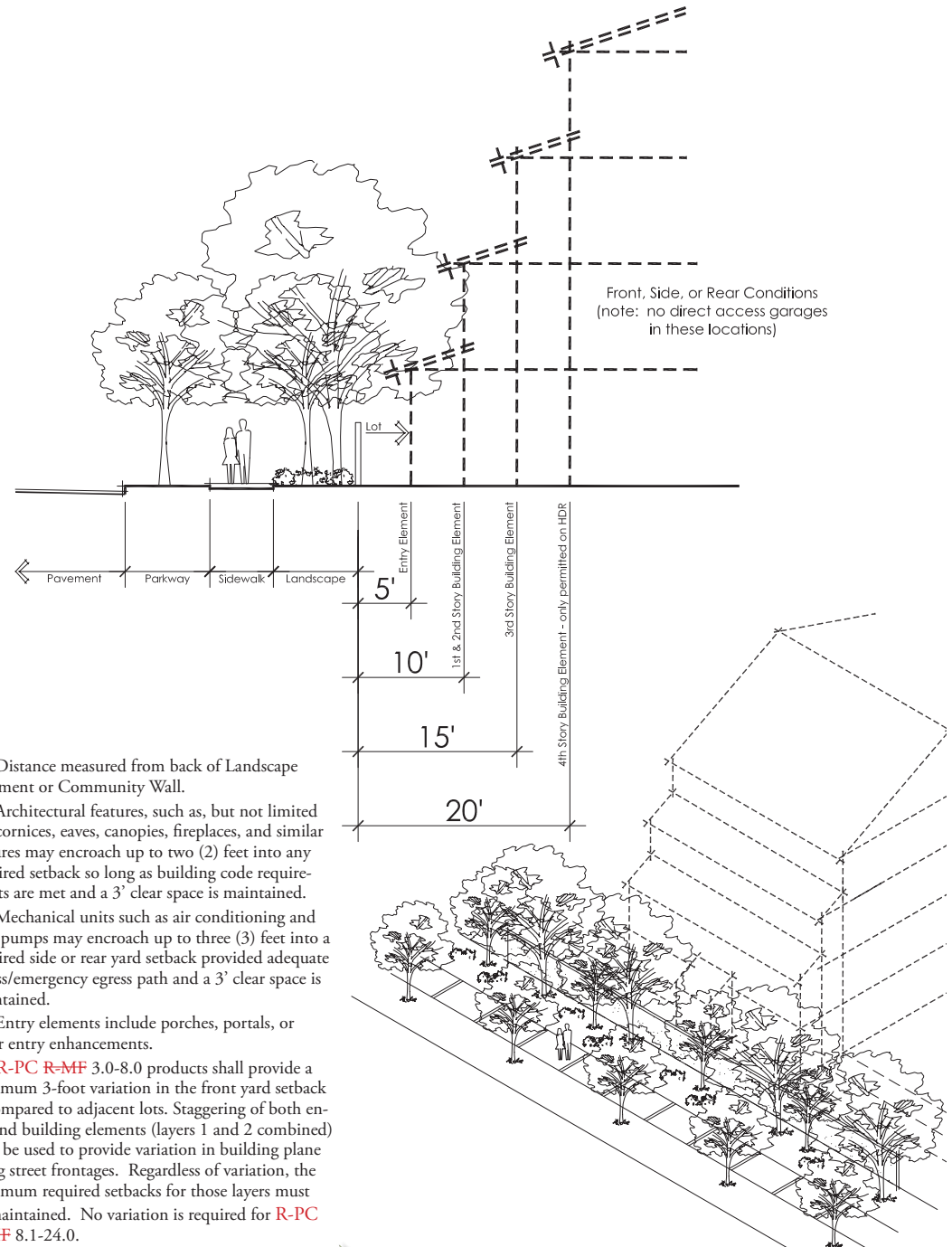
R-PC R-MF 16.1-24.0: 20'

Layer 5 - Direct Access Garage

R-PC R-MF 3.0-8.0: not permitted

R-PC R-MF 8.1-16.0: not permitted

R-PC R-MF 16.1-24.0: not permitted



8.3.2 Summary of Residential Development Standards

A summary of residential development standards is presented in Table 8.1 at the conclusion of this chapter. The standards presented in Table 8.1 match the standards and diagrams found throughout the chapter and serve as a consolidated collection of the information for convenient reference.

8.3.3 Development along Perimeter Streets

The Arboretum Specific Plan is bounded by four **main major** streets and a public utility easement. Grapeland Street on the north, Casa Grande Avenue on the south, Sierra Avenue on the east, Citrus Avenue on the west, and the utility easement on the northwestern corner and bisected by Cypress Avenue and Duncan Canyon Road. Together, these form each village's perimeter streets. In order to address development along these edge conditions, specific development standards have been written.

Private driveway cuts along perimeter streets shall be prohibited. Innovative housing types such as detached and attached clustered or green courts are encouraged frontages. In any case, the building forms along these edges shall stagger and provide relief in the massing. Staggering can be achieved through varying front yard setbacks in detached residential product types. **R-PC R-MF** 3.0-8.0 products shall have a minimum 3 foot variation (please see note 5 on opposite page). Visual variation for **R-PC R-MF** 8.1-24.0 products can be achieved through architectural design techniques.

Street Frontage - Massing Envelope (1) (2)

Collector Streets (including the Arboretum Trail)

Layer 1 - Entry Elements (3)

R-PC R-MF 3.0-9.0 (traditional 6,000 sf lots): 12' (4)

R-PC R-MF 3.0-8.0 (traditional 2,600-6,000 sf lots): 5' (4)

R-PC R-MF 3.0-8.0 (multifamily): 5' (4)

R-PC R-MF 8.1-16.0: 5'

R-PC R-MF 16.1-24.0: 5'

Layer 2 - Building Elements: 1st, 2nd, and 3rd Story

R-PC R-MF 3.0-8.0: 10' (4)

R-PC R-MF 8.1-16.0: 10'

R-PC R-MF 16.1-24.0: 10'

Layer 3 - Building Elements: 4th Story

R-PC R-MF 3.0-8.0: not permitted

R-PC R-MF 8.1-16.0: not permitted

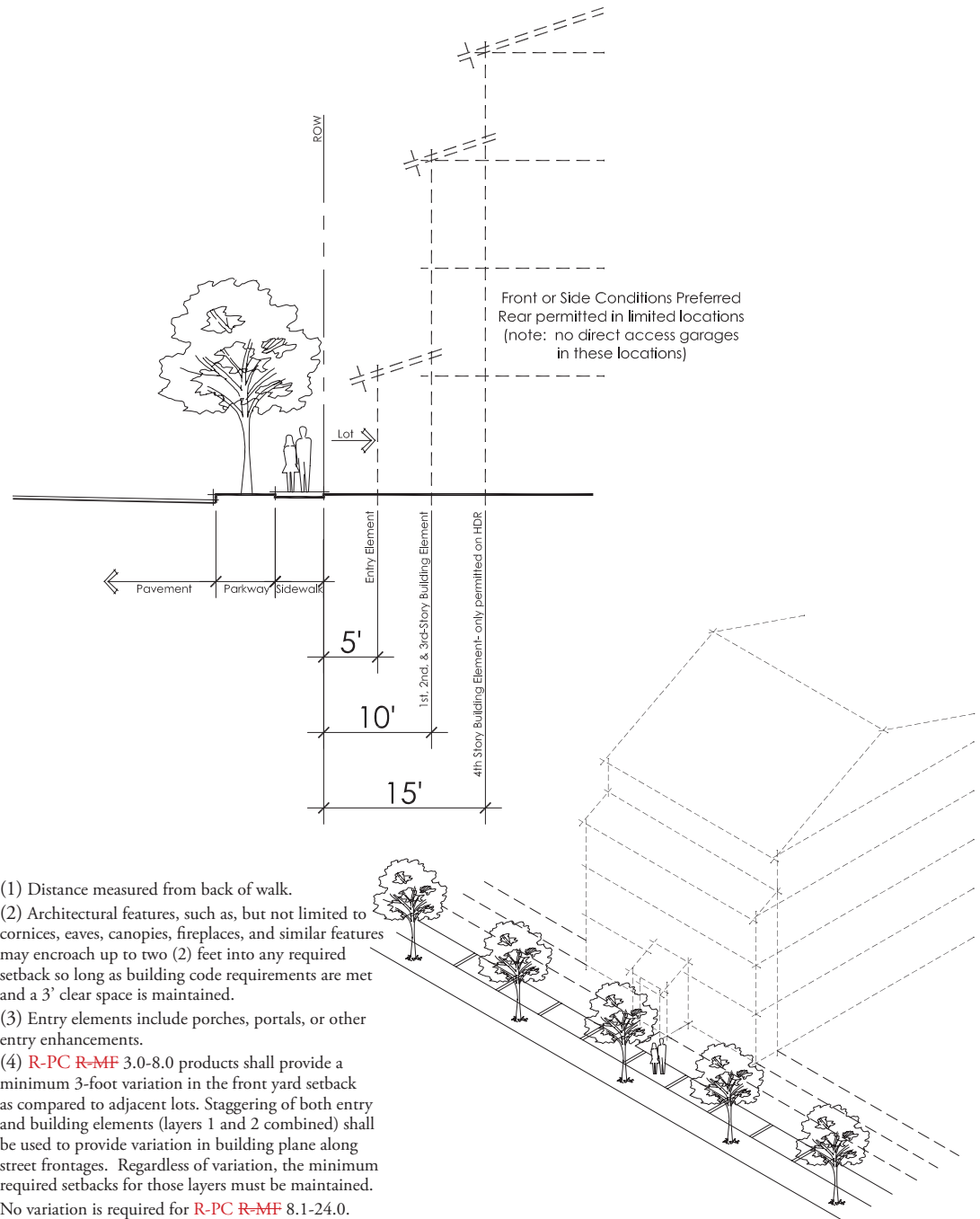
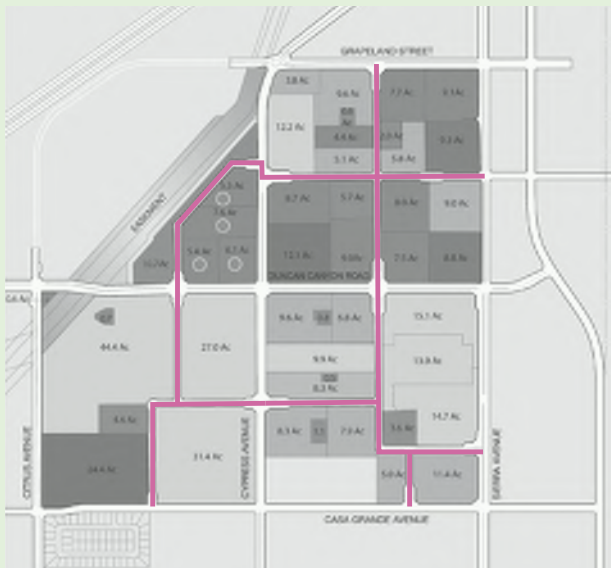
R-PC R-MF 16.1-24.0: 15'

Layer 4 - Direct Access Garage

R-PC R-MF 3.0-8.0: not permitted

R-PC R-MF 8.1-16.0: not permitted

R-PC R-MF 16.1-24.0: not permitted



8.3.4 Development along Collector Streets

Within the interior of each village, there are several neighborhoods which consist of different density housing types. Each neighborhood is defined by the planning area. While each of the neighborhoods is unique, the building frontages are integral to the overall village fabric. Such edges include collector streets (including the Arboretum Trail) as well as neighborhood parks and greenways.

In an effort to maintain an active public realm, where feasible, dwellings shall front onto collector streets. Front-loaded driveway cuts on Collector Streets are prohibited. Innovative housing types including, but not limited to, detached and attached clustered or green courts are encouraged frontages. In any case, the building forms along these edges shall stagger and provide relief in the massing. Staggering can be achieved through varying front yard setbacks in detached residential product types. **R-PC R-MF** 3.0-8.0 products shall have a minimum 3 foot variation (please see note 4 on opposite page). Visual variation for **R-PC R-MF** 8.1-24.0 products can be achieved through architectural design techniques.

8.3.5 Development within Planning Areas

Dwellings within each neighborhood are defined by the lot or building in which they exist. While the design of the individual lot or building is important, the edge of the lot or building is equally important. Together, these edges comprise the streetscene. Elements along these edges include private or common front and side yards.

In an effort to maintain positive interface between the lot or building edges, it is important to consider the usability of space along such edges. The spaces can generally be classified into two categories: primary wall or secondary wall. Primary walls generally have principal windows along the wall plane and include entryways and yard access. Secondary walls have none of these elements and can be plotted at minimal separation.

STREET FRONTAGE - MASSING ENVELOPE

The “front” of a dwelling generally occurs along the street frontage. This is where the dwelling meets the public realm. This interface is integral to the neighborhood streetscene and the dwelling shall be designed with proper articulation. Proper street frontage elements include front entries, porches, porticos, patios, and stoops.

Streets within the Specific Plan may be public or private. Public streets must adhere to the City Standard while private streets may be used to minimize the required street section. Additional frontage width may be required in various planning areas to include perimeter fencing.

DRIVES

The purpose of including a private drive/rear lane/ court street in site plan design is to minimize the driveway cuts along the neighborhood street. Since this side of the dwelling is typically considered the rear, minimal building setbacks are required. While elements along this edge generally include garages, yards, balconies, and living space, some court clusters may feature front entries along this edge as well.

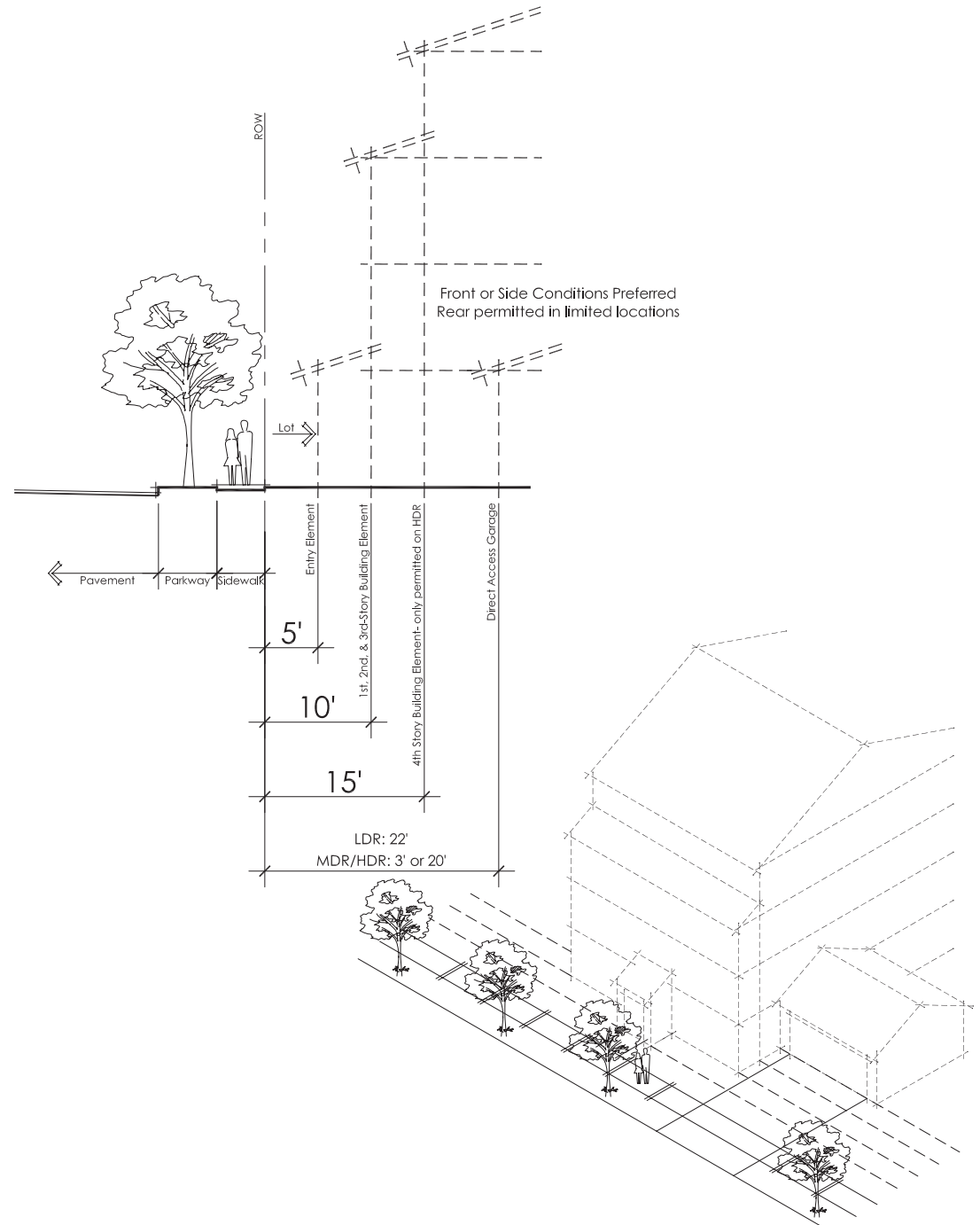
Local Streets

R-PC R-MF 3.0-8.0 (traditional 6,000+ sf lots): 12' (4)
R-PC R-MF 3.0-9.0 (traditional 2,600- 5,999 sf lots): 5' (4)
R-PC R-MF 3.0-8.0 (multifamily 6,000+ sf lots): 5'
R-PC R-MF 8.1-16.0: 5'
R-PC R-MF 16.1-24.0: 5'

R-PC R-MF 3.0-8.0:	10' (4)
R-PC R-MF 8.1-16.0:	10'
R-PC R-MF 16.1-24.0:	10'

R-PC R-MF 3.0-8.0:	not permitted
R-PC R-MF 8.1-16.0:	not permitted
R-PC R-MF 16.1-24.0:	15'

R-PC R-MF 3.0-8.0:	18'
R-PC R-MF 8.1-16.0:	18'
R-PC R-MF 16.1-24.0:	18'



- (1) Distance measured from back of walk.
- (2) Architectural features, such as, but not limited to: cornices, eaves, canopies, fireplaces, and similar features may encroach up to two (2) feet into any required setback so long as building code requirements are met and a 3' clear space is maintained.
- (3) Entry elements include porches, portals, or other entry enhancements.
- (4) Lots 3,000 square feet in size and greater shall provide a minimum 3-foot variation in the front yard setback as compared to adjacent lots. Staggering of both entry and building elements (layers 1 and 2 combined) shall be used to provide variation in building plane along street frontages. Regardless of variation, the minimum required setbacks for those layers must be maintained. No variation is required for ~~R-PC R-MF-8.1-24.0.~~

Community Paseo or Park Frontage

- Massing Envelope

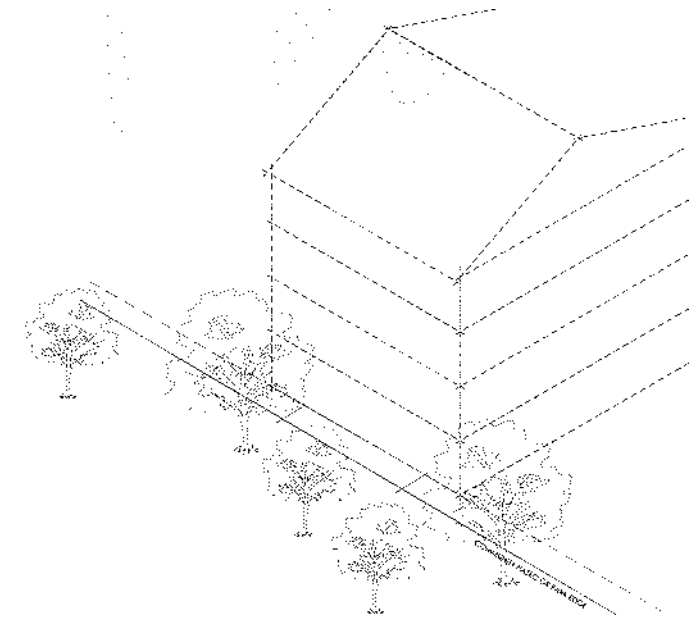
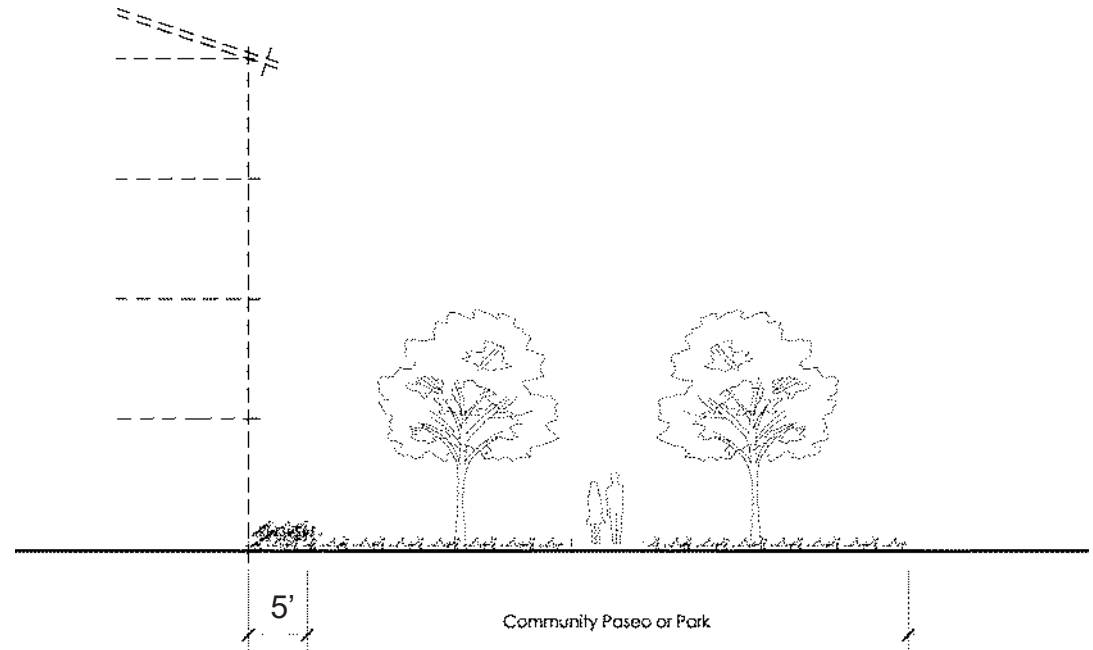
Master Plan level Paseo and Parks

Building Elements: 1st, 2nd, 3rd, and 4th Story (1)

R-PC R-MF 3.0-8.0: 5'

R-PC R-MF 8.1-16.0: 5'

R-PC R-MF 16.1-24.0: 5'



(1) A 15-foot setback from any side of a residential building to an active play area and/or equipment area shall be maintained.



Drives - Massing envelope

Private Drive, Rear Lane, or Court Street

Pavement Section (1)

R-PC R-MF 3.0-8.0:	26' or 30'
R-PC R-MF 8.1-16.0:	26' or 30'
R-PC R-MF 16.1-24.0:	26' or 30'

Drive Apron

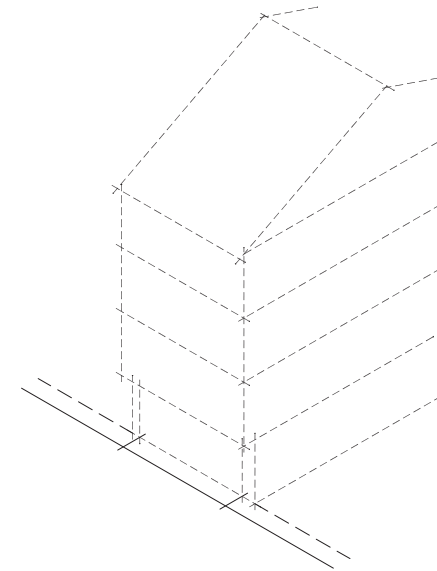
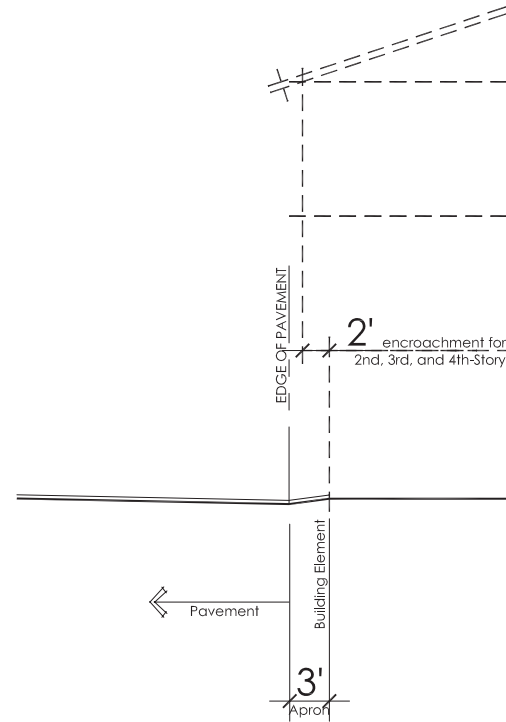
R-PC R-MF 3.0-8.0:	3'
R-PC R-MF 8.1-16.0:	3'
R-PC R-MF 16.1-24.0:	3'

Building Setback (2)

R-PC R-MF 3.0-8.0:	3'
R-PC R-MF 8.1-16.0:	3'
R-PC R-MF 16.1-24.0:	3'

(1) 26' pavement section for 1 and 2-story buildings, 30' pavement section for 3 and 4-story buildings

(2) Second, third, and fourth story elements may encroach up to 2' into required setback so long as a 3' clear space is maintained.



Siting - Yard Area ^{(1) (2)}

Front - refer to Street Frontage

Interior Side

R-PC R-MF 3.0-8.0 (traditional 6,000 sf lots):

15' aggregate; 3' to property line

R-PC R-MF 3.0-9.0 (traditional 4,000-5,999 sf lots):

5' min; excludes allowable projections

R-PC R-MF 3.0-9.0 (traditional 2,600-3,999 sf lots):

3' min

R-PC R-MF 3.0-8.0 (traditional lots less than 4,000 sf): 3'

R-PC R-MF 3.0-8.0 (multifamily): 3'

R-PC R-MF 8.1-16.0: 3'

R-PC R-MF 16.1-24.0: yard not required,
refer to bldg separation

Rear

R-PC R-MF 3.0-8.0 (traditional 6,000 sf lots):

20% of lot depth; not to exceed 25'

R-PC R-MF 3.0-8.0 (traditional 4,000-4,999 sf lots): 15' (3)

R-PC R-MF 3.0-8.0 (traditional lots less than 4,000 sf): 6'

R-PC R-MF 3.0-8.0 (multifamily): 10'

R-PC R-MF 8.1-16.0: 5'

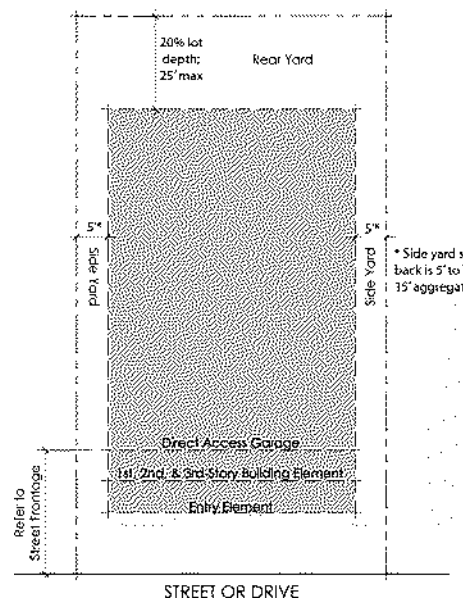
R-PC R-MF 16.1-24.0: yard not required,
refer to bldg separation

(1) Architectural features, such as, but not limited to: cornices, eaves, canopies, fireplaces, and similar features may encroach up to two (2) feet into any required setback so long as building code requirements are met and a 3' clear space is maintained.

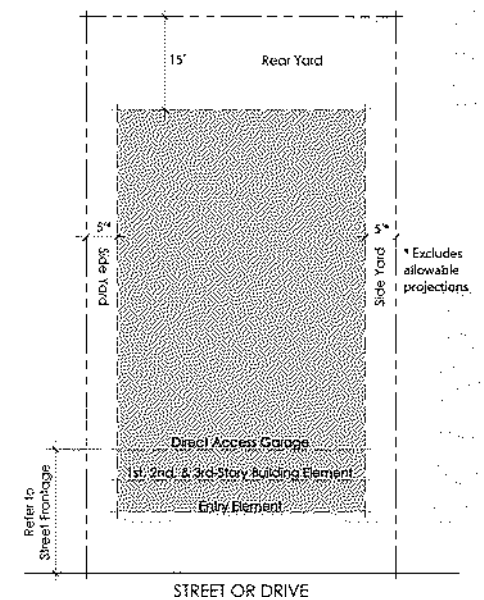
(2) Mechanical units such as air conditioning and heat pumps may encroach up to three (3) feet into a required side or rear yard setback provided adequate access/emergency egress path and a 3' clear space is maintained.

(3) If applicable to the product type, rear yard on 4,000 SF lots can be reduced to 10' at the discretion of the Planning Commission.

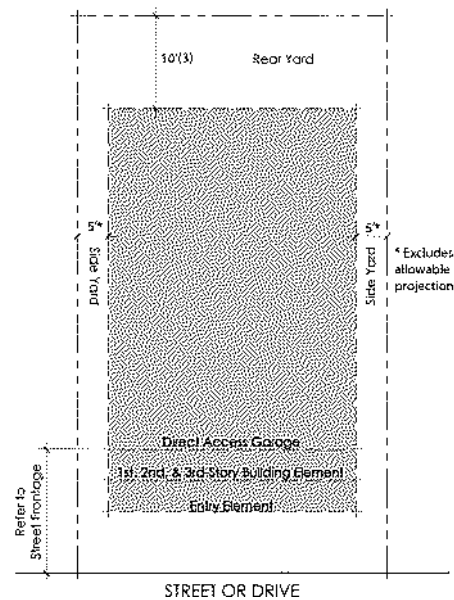
R-PC R-MF 3.0-8.0
Traditional 6,000 +SF Lot



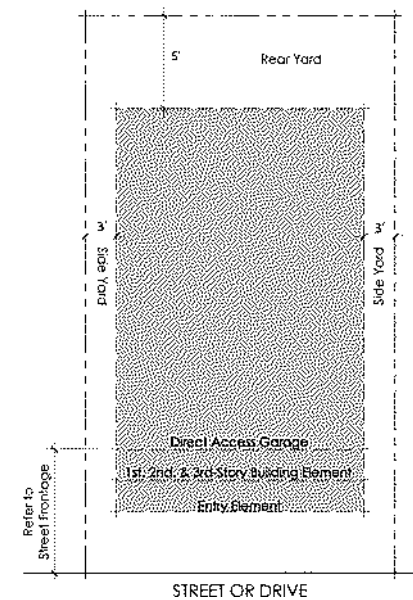
R-PC R-MF 3.0-8.0
Traditional 5,000 - 5,999 SF Lot



R-PC R-MF 3.0-8.0
Traditional 4,000 - 4,999 SF Lot



R-PC R-MF 8.1-16.0



Siting - Building Separation

PASEO (1) (2) (3) (4)

Paseo is defined as a landscaped corridor with common path. These are typically located within individual neighborhoods.

Porch to Porch

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): 15'

R-PC R-MF 8.1-16.0: 15'

R-PC R-MF 16.1-24.0: 15'

1 or 2 Story to 1 or 2 Story

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): 18'

R-PC R-MF 8.1-16.0: 18' or 10' (5)

R-PC R-MF 16.1-24.0: 18'

2 Story to 3 Story

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): **2518'**

R-PC R-MF 8.1-16.0: **2518'**

R-PC R-MF 16.1-24.0: **2518'**

3 Story to 3 Story

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): **320'**

R-PC R-MF 8.1-16.0: **320'**

R-PC R-MF 16.1-24.0: **320'**

4-Story to 4 Story

R-PC R-MF 3.0-8.0: not permitted

R-PC R-MF 8.1-16.0: not permitted

R-PC R-MF 16.1-24.0: **420'**

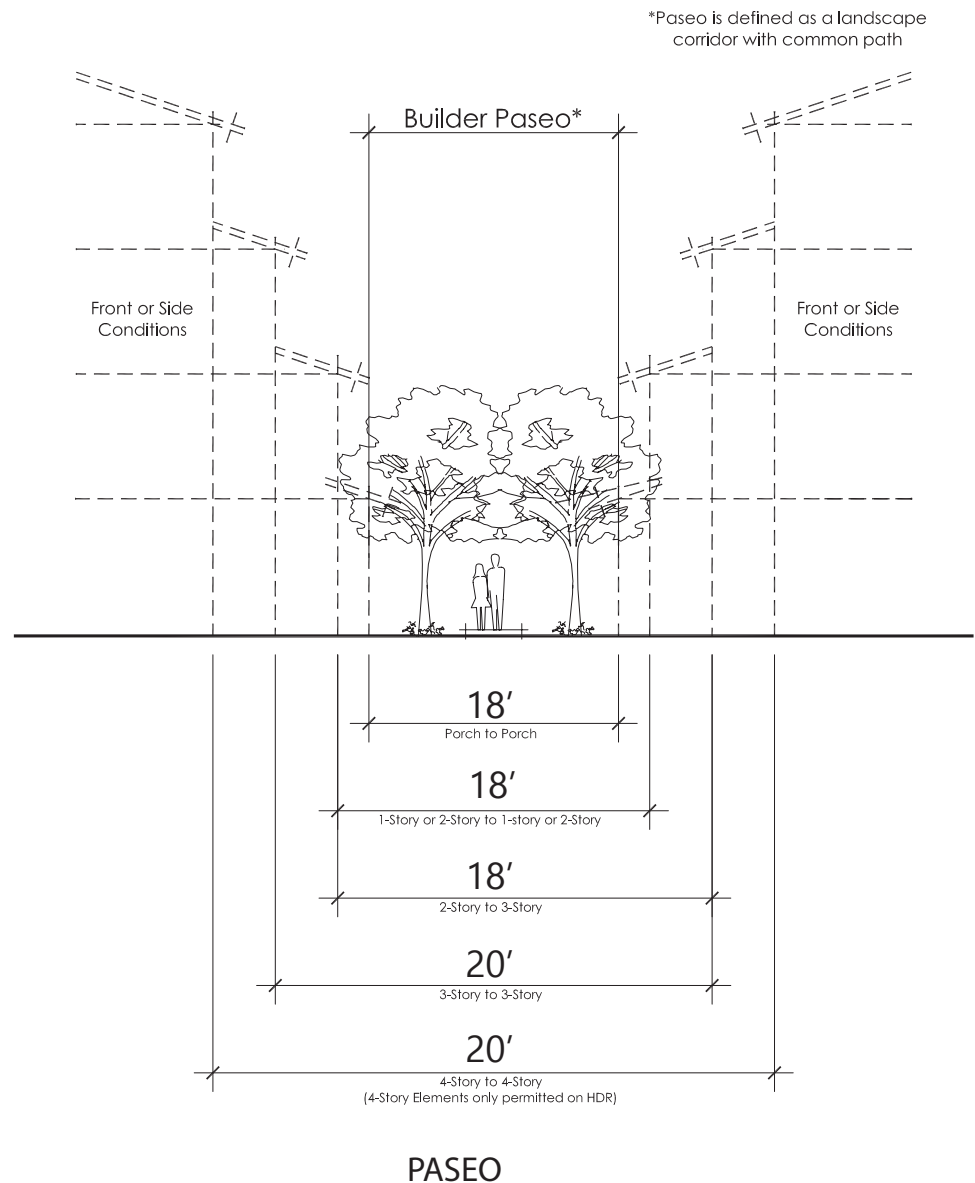
(1) Architectural features, such as, but not limited to: cornices, eaves, canopies, fireplaces, and similar features may encroach up to two (2) feet into any required setback so long as building code requirements are met and a 3' clear space is maintained.

(2) Distance between adjacent buildings measured from wall plane to wall plane.

(3) Residential building to school use shall be 10'.

(4) Residential building to commercial use shall be 10'.

(5) A 10 foot building separation is permitted for **R-PC R-MF** 8.1-16.0 residential cluster product. A 18 foot building separation is required for all other product types.



Siting - Building Separation

BUILDING EDGE WITHOUT PASEO (1) (2) (3) (4) (5)

A building edge without paseo is defined as a private or common landscaped area not intended for pedestrian access (typically found in rear and side yard conditions).

Building Separation for Attached Dwellings

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots): n/a

R-PC R-MF 3.0-8.0 (multifamily): 10'

R-PC R-MF 8.1-16.0: 10'

R-PC R-MF 16.1-24.0: 10'

Building Separation for Detached Dwellings

R-PC R-MF 3.0-9.0 (traditional 2,600-6,000 sf lots):
see rear and interior side yard standards

R-PC R-MF 3.0-8.0 (multifamily): 6'

R-PC R-MF 8.1-16.0: 6'

R-PC R-MF 16.1-24.0: 6'

(1) Architectural features, such as, but not limited to: cornices, eaves, canopies, fireplaces, and similar features may encroach up to two (2) feet into any required setback so long as building code requirements are met and a 3' clear space is maintained.

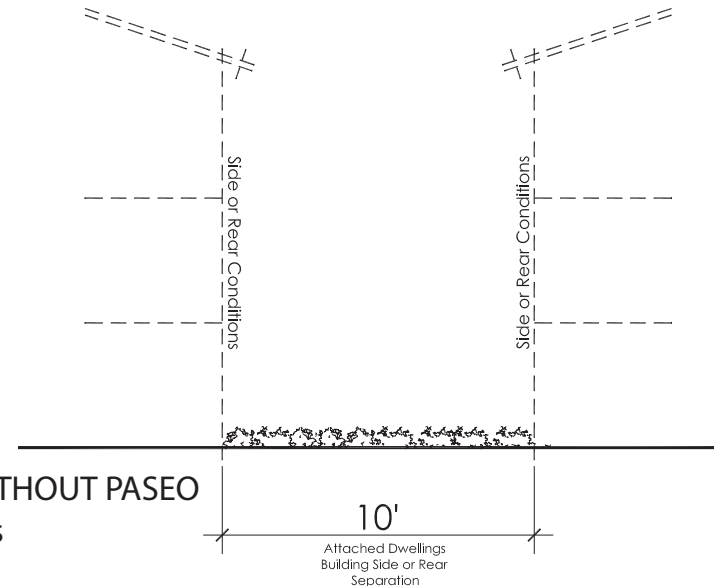
(2) Distance between adjacent buildings measured from wall plane to wall plane.

(3) Mechanical units such as air conditioning and heat pumps may encroach up to three (3) feet into a required side or rear yard setback provided adequate access/emergency egress path and a 3' clear space is maintained.

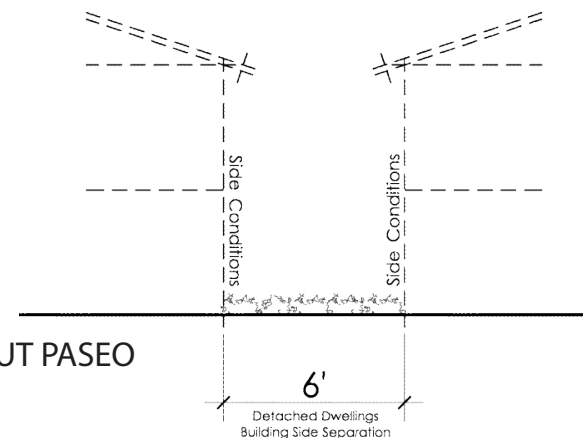
(4) Residential building to school use shall be 10'.

(5) Residential building to commercial use shall be 10'.

BUILDING EDGE WITHOUT PASEO Attached Dwellings



BUILDING EDGE WITHOUT PASEO Detached Dwellings



SITING- YARD AREA

On dwellings where private side and rear yards exist, the buildings shall be set back to provide ample room for yard area. However, there may be some conditions where no private yards occur. In this condition, dwellings can be plotted per the minimum building separation requirements.

SITING - BUILDING SEPARATION

When determining appropriate building separation, it is important to consider the usability of space along the building edges. The spaces can generally be classified into two categories: paseo edge or building edge without paseo.

Paseo. A landscaped corridor with common path.

Building edge without paseo. A private or common landscaped corridor not intended for pedestrian access.

In a paseo edge condition, the building separation is intended for public access. Therefore, the separation shall be wide enough to provide room for sidewalks and landscaping. In addition, the dwelling shall be designed with elements such as front entries, porches, patios, and stoops. In a building edge without paseo condition, the space is not intended as a public thoroughfare. In this case, the building separation can be minimal and building entries shall be avoided.

8.3.6 Parking Standards

Parking management in The Arboretum will entail a combination of providing physical spaces for parking and managing those spaces through CC&Rs so that they are properly allocated to and used by residents and visitors. Parking management can help prevent situations such as permanent residents using guest parking spaces or parking in private drives instead of the enclosed parking spaces allocated to them.

On and off-street parking spaces will be provided throughout the community. Figure 8.1, *Conceptual Parking Locations*, demonstrates how on street, curb adjacent parking spaces can be provided in gated villages with private roads and how parking spaces can be provided between dwelling units where appropriate. A parking management plan identifying the location of on- and off-street parking spaces shall be provided at tentative tract map and/or design review submittal. See Chapter 7 for design guidelines related to parking areas.

TRADITIONAL SINGLE-FAMILY LOTS 2,600 SQUARE FEET OR GREATER

For front-loaded detached single-family lots 2,600 square feet or greater, parking standards shall be as those set forth in the City municipal code: 2-car garage plus 1 garage for every 2 bedrooms over 3 bedrooms. Tandem spaces are permitted only to satisfy the third and fourth space requirement. Three car garages are allowed.

ALL OTHER PRODUCTS

For all other products, including alley-loaded products, resident parking shall be provided as detailed below:

NUMBER OF BEDROOMS	REQUIRED SPACES	RESIDENT PARKING SPACE TYPE
1	1.5	One space shall be within an enclosed garage and remaining spaces may be uncovered.
2	2.0	One space shall be within an enclosed garage and one shall be in a covered space.
3+	2.5	One space shall be within an enclosed garage, one space shall be in a covered space, and remaining spaces may be uncovered unless the unit is a detached condo, then a 2-car garage shall be required.
		Guest parking shall be provided at a ratio of one space per three dwelling units, with a minimum of three spaces and may be head-in or parallel spaces.

~~Tandem parking shall be counted toward satisfying parking requirements. Three car garages are allowed.~~

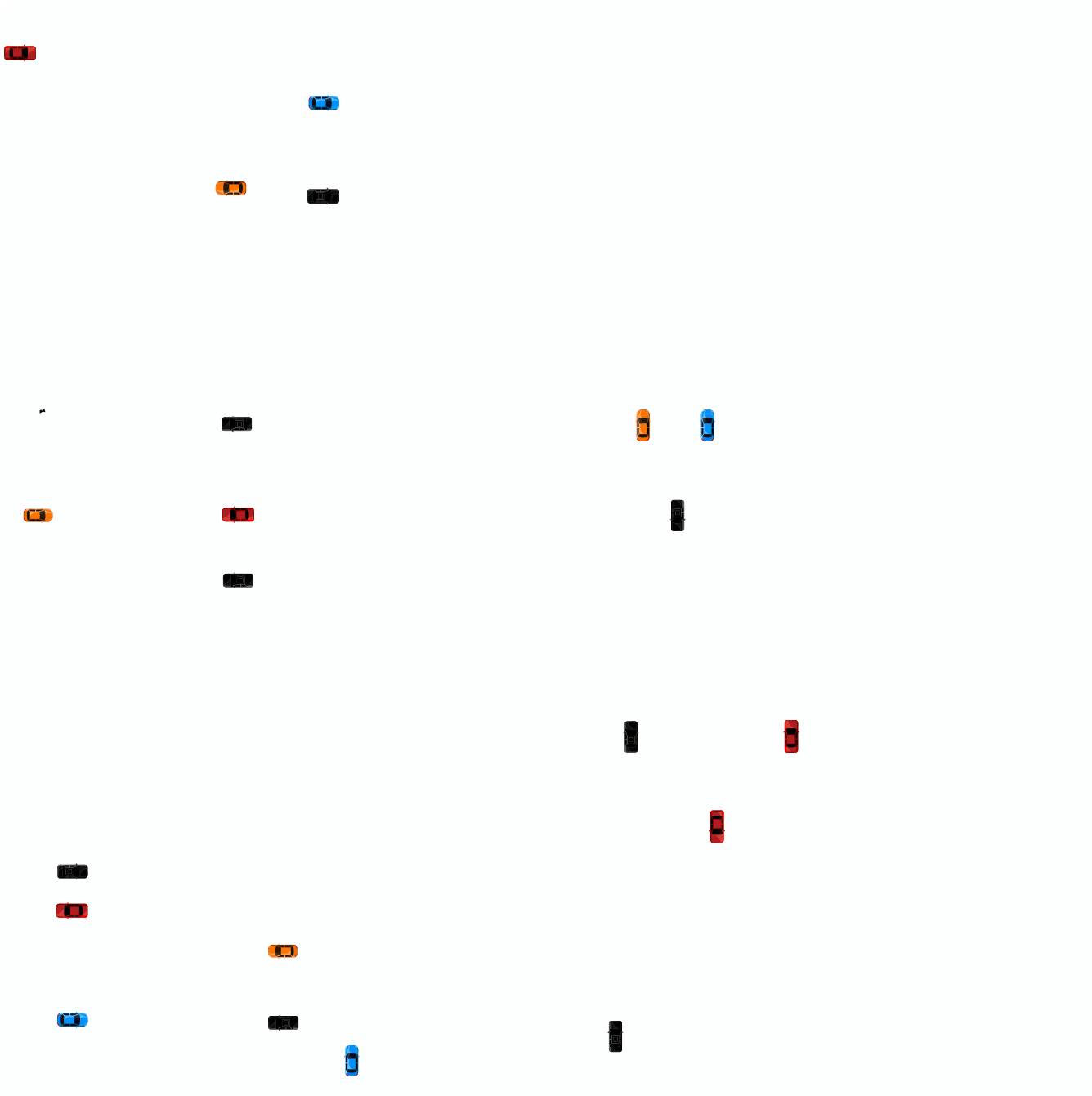


CONCEPTUAL PARKING LOCATIONS

FIGURE 8.1

LEGEND

-  Perpendicular Parking Spaces
-  Parallel Parking Spaces
-  Driveway Parking Spaces



Note: Conceptual street parking depicts parking on private streets and conceptual parking between dwelling units applies to guest/visitor parking.

8.4 Commercial Activity Center Overlay Development Standards

All **relevant** development standards and guidelines contained within Article VI of the Fontana Zoning and Development Code (**Commercial and Mixed-Use Zoning Districts**) shall be applicable to the land **uses** within The Arboretum Specific Plan designated as **Community Commercial with Activity Use Overlay (C-1) and General Commercial with Activity Use Overlay (C-2) Activity Center**. Allowable land uses in these zones are included within those planning areas. Permitted uses ~~in the Activity Center~~ shall be those allowed under the C-1 and C-2 Zone of the Fontana Zoning and Development Code.

8.5 Parks and Recreation Development Standards

The following standards are applicable to park and recreation areas within The Arboretum Specific Plan. Where this Specific Plan is silent, standards, regulations and permitted uses contained within Article XV of the California Fire Code and Article VIII of the Fontana Zoning and Development Code shall be applicable.

8.5.1 Maximum Building Coverage

All buildings, including accessory buildings and structures, shall not cover more than 50 percent of the planning area.

8.5.2 Maximum Building Height

The maximum building height shall be 45 feet, with the exception of a vertical architectural component at 55 feet maximum.

8.5.3 Minimum Building Separation

There shall be no minimum building separation between primary structures other than that required by the fire department and building and safety regulations.

8.5.4 Minimum Building Setbacks

The minimum building setbacks for traditional single family lots (as measured from property line) shall be as follows:

- Arterials and Internal Roads – 14 feet minimum
- Planning Area Boundary – 12 feet minimum

For all other products no minimum building setback is required.

8.5.5 Parking

It is expected that members of the community will access parks and recreation facilities as pedestrians rather than automobile drivers because of the central locations of these areas within the community.

Parking for the Arboretum Park shall be provided at the City of Fontana parks parking standard. Parking for all other parks and recreational amenities shall be provided at 1 space per 6,000 square feet of the total acreage of the park and may include on-street (private streets) or off-street (public streets) parking. This includes any associated amenities within the planning area that serve or complement the facilities. See Chapter 7, Design Guidelines and Landscape, for parking area landscaping.

8.6 Conceptual Residential Products

Residential product types for The Arboretum may include, but are not limited to, those provided in Section 8.6.1, Conceptual Detached Product Types, and Section 8.6.2, Conceptual Attached Product Types. See Chapter 7, Design Guidelines and Landscape, for product-level landscaping



TABLE 8.1 RESIDENTIAL DEVELOPMENT STANDARDS

	R - PC - R - MF 3.0 – 9.0 d u / a c (19)					R - PC - R - MF 8.1 – 16.0 d u / a c (18)	R - PC - R - MF 16.1 – 24.0 d u / a c (18)
PRODUCT							
Product Type	Single Family 6,000+ sf lots	Single Family 5,000–5,999 sf lots	Single Family 4,000–4,999 sf lots	Single Family under 4,000 sf lots	Multifamily	Multifamily	Multifamily
Maximum Building Coverage	based on re- quired setbacks	based on required setbacks	based on required setbacks	based on required setbacks	60%	65%	70%
EDGE CONDITION - PERIMETER STREETS (1) (2) (3) Sierra Avenue, Citrus Avenue, Casa Grande, Cypress Avenue, Duncan Canyon Road and Grapeland Street							
Layer 1 - Entry Elements (10)	n/a	n/a	n/a	n/a	5	5	5
Layer 2 - Building Elements: 1st & 2nd Story	10	10	10	8	8	10	10
Layer 3 - Building Elements: 3rd Story	15	15	15	15	15	15	15
Layer 4 - Building: 4th Story	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	20
Layer 5 - Direct Access Garage	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted
LOT CONFIGURATION							
Minimum Width	50'	45'	40'	32.5'	NA	NA	NA
Minimum Width on Curvilinear Street	42'	42'	35'	30'	NA	NA	NA
Minimum Depth	80'	80'	75'	75'	NA	NA	NA
FRONTAGE CONDITION - COLLECTOR STREETS (2) (12) Collector Streets including The Arboretum Trail at Collector Streets							
Layer 1 - Entry Elements (10)	12	5	5	5	5	5	5
Layer 2 - Building Elements: 1st, 2nd, and 3rd Story (19)	10	10	10	10	10	10	10
Layer 3 - Building: 4th Story	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	15
Layer 4 - Direct Access Garage	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted
FRONTAGE CONDITION - LOCAL STREETS (2) (12) Local Streets							
Layer 1 - Entry Elements (10)	12	5	5	5	5	5	5
Layer 2 - Building Elements: 1st, 2nd, and 3rd Story (19)	10	10	10	10	10	10	10
Layer 3 - Building: 4th Story	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	15
Layer 4 - Direct Access Garage	22	22	22	18	18	18	18

TABLE 8.1 RESIDENTIAL DEVELOPMENT STANDARDS (cont.)
COMMUNITY PASEO or PARK FRONTAGE CONDITION

Building Elements: 1st, 2nd, 3rd, and 4th Story (19)	5	5	5	5	5	5	5
--	---	---	---	---	---	---	---

PRIVATE DRIVE, REAR LANE, ALLEYS or COURT STREET

26' pavement section for 1 and 2-story buildings, 30' pavement for 3 and 4-story buildings

Drive Apron	3	3	3	3	3	3	3
Building Setback to Pavement (7)	3	3	3	3	3	3	3

YARD AREA (2) (3)

Rear Yard	6,000 sf lots: 20% of lot depth; not to exceed 25 ft	4,000–5,000 sf lots: 15 (5) (15) 3,000 sf lots: 6 2,600 sf lots: 5			5	5	yard not required, refer to bldg separation
-----------	--	--	--	--	---	---	---

~~R - PC - R - MF~~
3.0 – 9.0 du/ac

~~R - PC -~~
~~R - MF~~
8.1 – 16.0 du/ac

~~R - PC -~~
~~R - MF~~
16.1 – 24.0 du/ac

Product Type	Single Family 6,000 sf + lots	Single Family 5,000–5,999 sf lots	Single Family 4,000–4,999 sf lots	Single Family under 4,000 sf lots	Multifamily	Multifamily	Multifamily
--------------	-------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	-------------	-------------	-------------

YARD AREA (cont.) (2) (3)

Interior Side Yard	15 ft aggregate; 5 ft to property line	5 ft min (excludes allowable projections)	5 ft min (excludes allowable projections)	3 ft min	3	3	yard not required, refer to bldg separation
Corner Side Yard	10	10	10	10	same as street frontage	same as street frontage	yard not required, refer to bldg separation

BUILDING SEPARATION at PASEO (2) (6) (11)

Porch to Porch	n/a	n/a	n/a	n/a	15	15	15
1 or 2-Story to 1 or 2-Story	n/a	n/a	n/a	n/a	18	18	18
2-Story to 3-Story	n/a	n/a	n/a	n/a	2518	2518	2518
3-Story to 3-Story	n/a	n/a	n/a	n/a	3020	3020	3020
4-Story to 4-Story	not permitted	not permitted	not permitted	not permitted	not permitted	not permitted	4020

BUILDING SEPARATION without PASEO (2) (3) (11)

Building Separation for Detached Dwellings	see rear and interior side yard	see rear and interior side yard	see rear and interior side yard	see rear and interior side yard	6	6	6
Building Separation for Attached Dwellings	n/a	n/a	n/a	n/a	10	10	10



TABLE 8.1 RESIDENTIAL DEVELOPMENT STANDARDS (cont.)
OTHER SETBACKS/SEPARATIONS

Residential Adjacent to School Use (16)	10	10	10	10	10	10	10
Residential Adjacent to Commercial Use (16)	10	10	10	10	10	10	10
Residential Building to Active Play Area/Equipment (17)	15	15	15	15	15	15	15

OPEN SPACE

Private Open Space	not required	not required	not required	not required	not required	150sf (14)	150sf (14)
Common Open Space	not required	not required	not required	not required	not required	25% of site area	25% of site area

HEIGHT (4)

Maximum Height	35	35	35	35	40	40	50
----------------	----	----	----	----	----	----	----

PARKING (8)

Resident Spaces	refer to section 8.3.6	refer to section 8.3.6	refer to section 8.3.6	refer to section 8.3.6	refer to section 8.3.6	refer to section 8.3.6	refer to section 8.3.6
Guest Spaces (9)							

NOTES

*all dimensions are in feet unless otherwise noted

**all dimensions are minimums unless otherwise noted

(1) Distance measured from back of Landscape Easement or Community Wall

(2) Architectural features, such as, but not limited to: cornices, eaves, canopies, fireplaces, and similar features may encroach up to 2 feet into any required setback so long as building code requirements are met and a 3-foot clear space is maintained.

(3) Mechanical units such as air conditioning and heat pumps may encroach up to 3 feet into a required side or rear yard setback provided adequate access/emergency egress path and a 3-foot clear space is maintained.

(4) An architectural projection such as a chimney or tower may exceed building height up to 5 feet.

(5) If applicable to the product type, rear yards on 4000 s.f. lots can be reduced to 10' feet at the discretion of the Planning Commission.

(6) Paseo is defined as a landscaped corridor with common path.

(7) Second, third, and fourth story elements may encroach up to 2 feet into required setback so long as a 3-foot clear space is maintained.

(8) Parking setback from collector streets to residential building shall be 10 feet. This setback shall not apply to parking located on private drive courts or private drives. See "Layer 2" setbacks for Street Frontage - Massing Envelope for Collector Streets.

(9) Intentionally deleted.

(10) Entry elements include porches, portals, or other entry enhancements.

(11) Distance between adjacent buildings measured from wall plane to wall plane.

(12) Distance measured from back of walk.

(12) Distance measured from back of walk.

(13) Intentionally deleted.

(14) Upper floor units may be reduced to 100 s.f. of private open space. **An upper floor unit is one where the primary entrance is on an upper floor.**

(15) If applicable to the product type, a porch or platform on 4000 s.f. lots which does not extend vertically above the first floor of a building is permitted to encroach up to 5 feet into the rear yard provided it does not reduce the rear yard setback to less than 10 feet in depth. Open work railing may be installed provided such railing is not higher than 36 inches above the porch or platform, or as required by the current edition of the Uniform Building Code. Porch depth shall be a minimum of 5 feet.

(16) As measured from property line.

(17) Distance measured from a residential building wall to the closest edge of an active play area (i.e., tot lot equipment). This requirement does not apply to passive park areas.

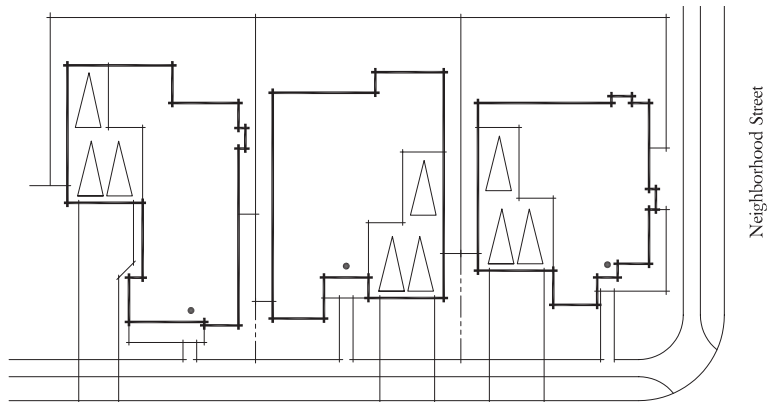
(18) All alley-loaded product (rear-loaded product), court cluster product, paseo cluster product, stacked flats or row townhomes, which require a private alley, drive, or court, shall meet the City standard for usable balconies and enhanced natural surveillance over the alley, drive or court areas.

(19) No single story plans are required within single family planning areas.

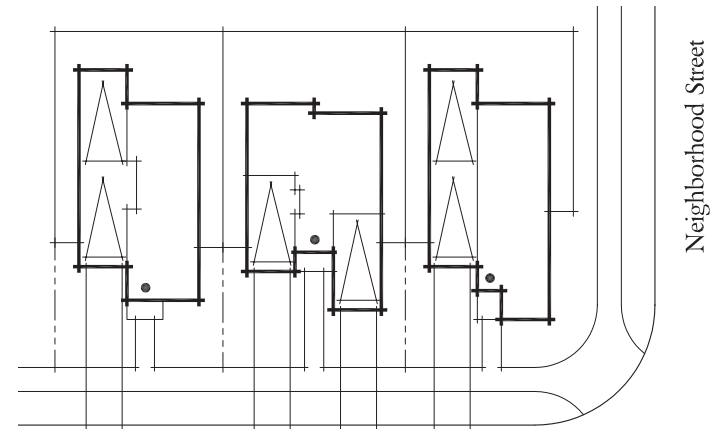


8.6.1 Conceptual Detached Product Types

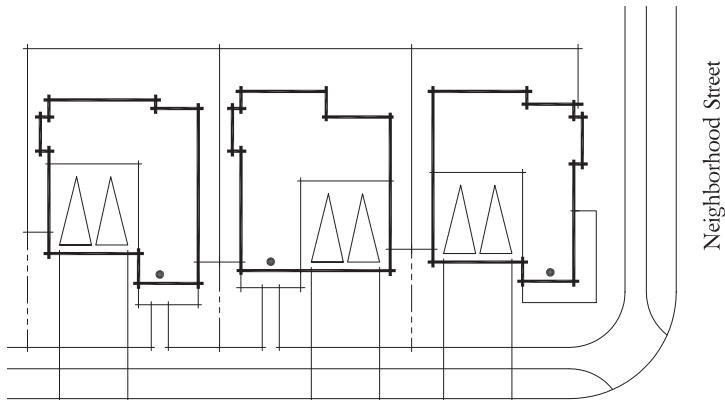
FRONT LOADED CONVENTIONAL LOTS



FRONT LOADED TANDEM AND SPLIT GARAGE LOTS



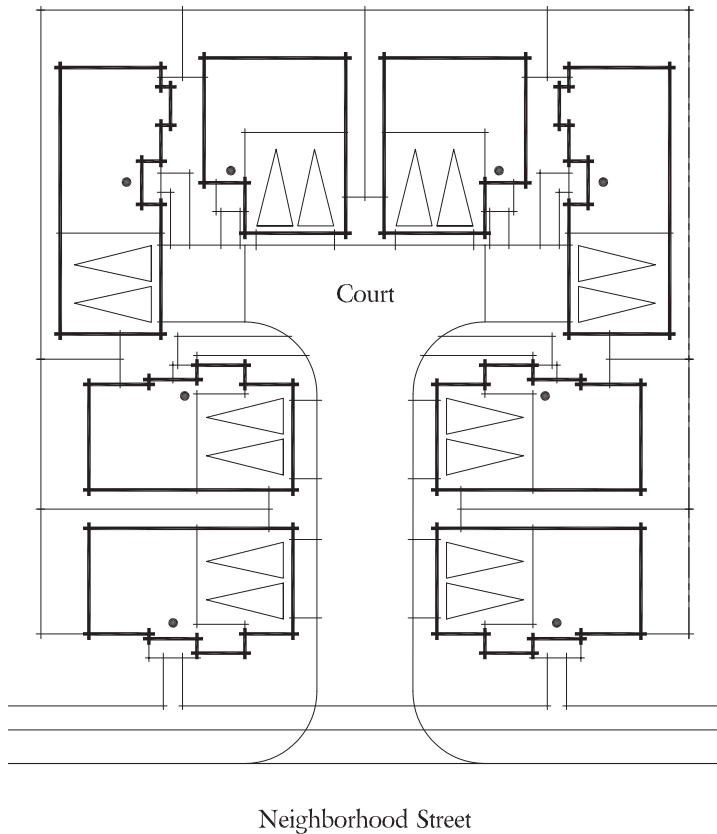
FRONT LOADED SMALL LOTS



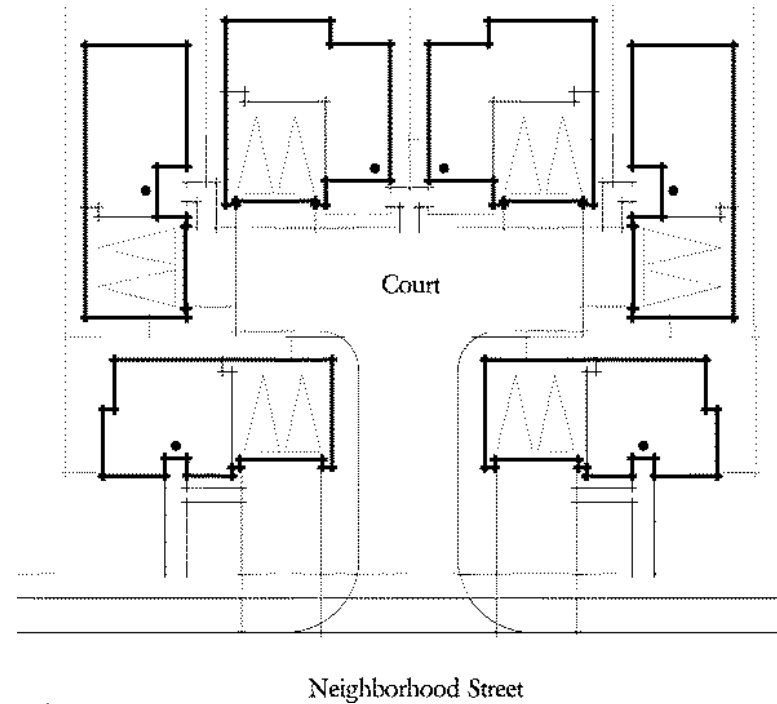
Goals:

1. Provide eyes-on-the-street through living-forward floor plan design.
2. Promote neighbor interaction with front porches forward of the garage.
3. Provide variety through floor plan design and garage orientations.
4. Create articulation in street scene through front elevation offsets.
5. Limit garage door dominance on street scene by utilizing tandem or split garage options where appropriate.

FRONT LOADED COURT CLUSTER: ALTERNATIVE A



FRONT LOADED COURT CLUSTER: ALTERNATIVE B

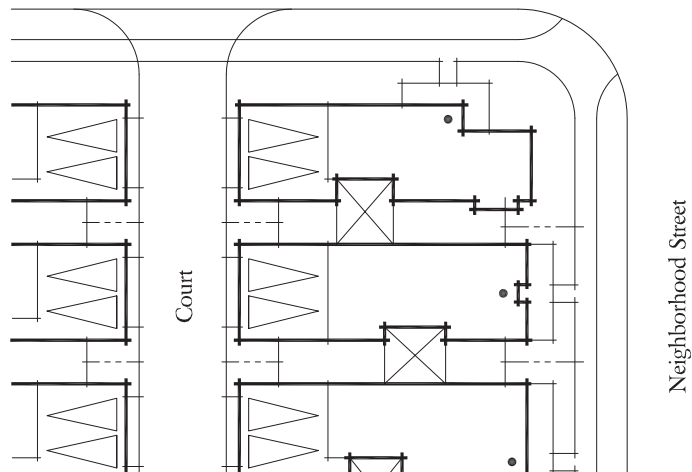


Goals:

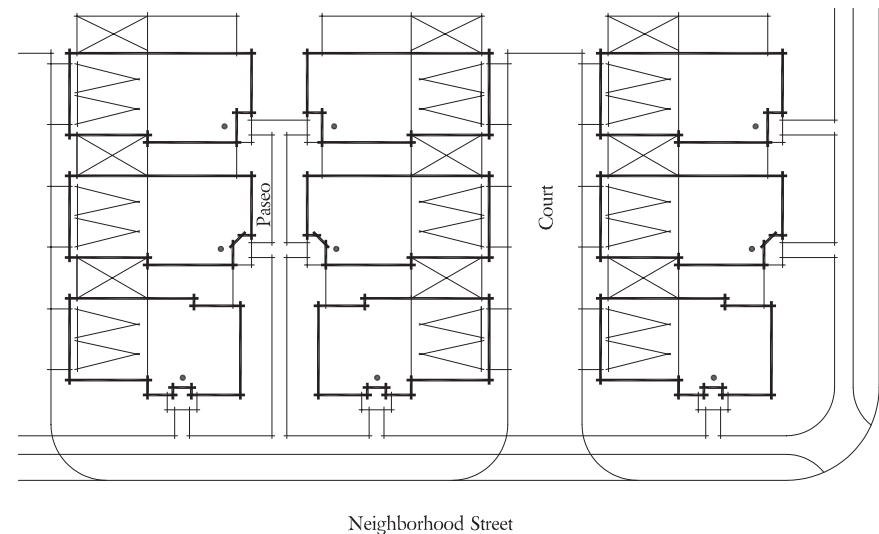
1. Limit garage door dominance on street scene by loading garages off shared court.
2. Reduce driveway cuts along neighborhood streets to create a safer pedestrian environment.
3. Provide eyes-on-the-street for homes fronting neighborhood streets through living-forward floor plan design.
4. Create articulation in street scene through front elevation offsets.
5. Provide variety through floor plan design and garage orientation.
6. Adhere to City standard for usable balconies and enhanced natural surveillance over alleys, drives or court areas.



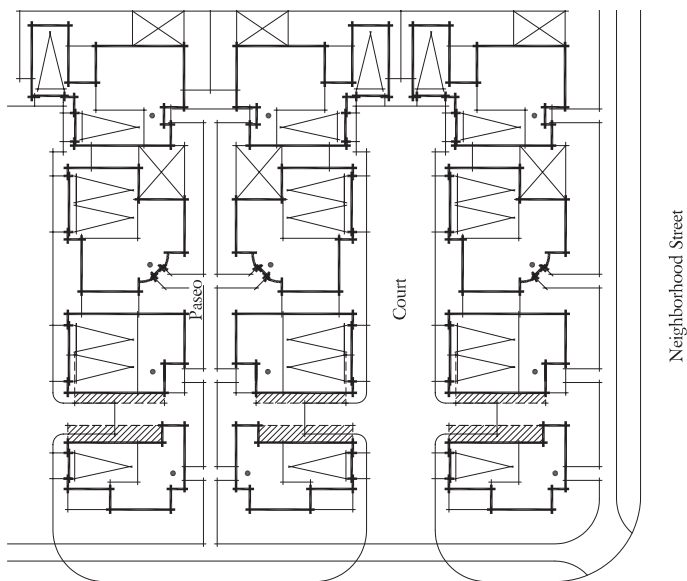
REAR LOADED LOTS



REAR LOADED PASEO CLUSTER: ALTERNATIVE B



REAR LOADED PASEO CLUSTER: ALTERNATIVE A

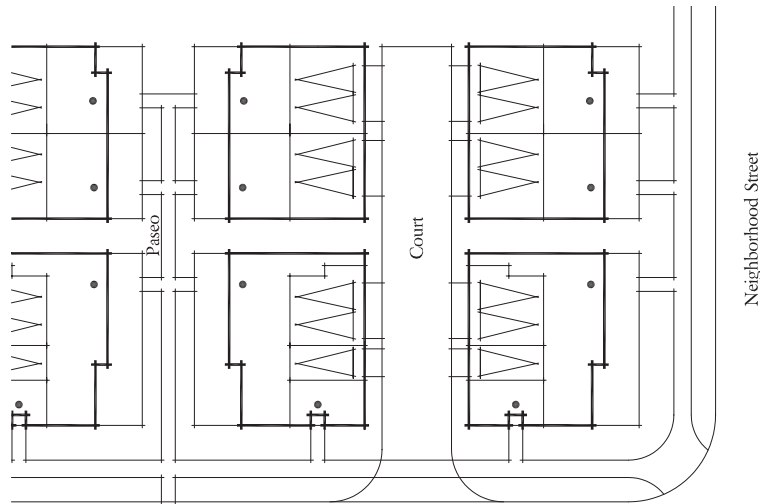


Goals:

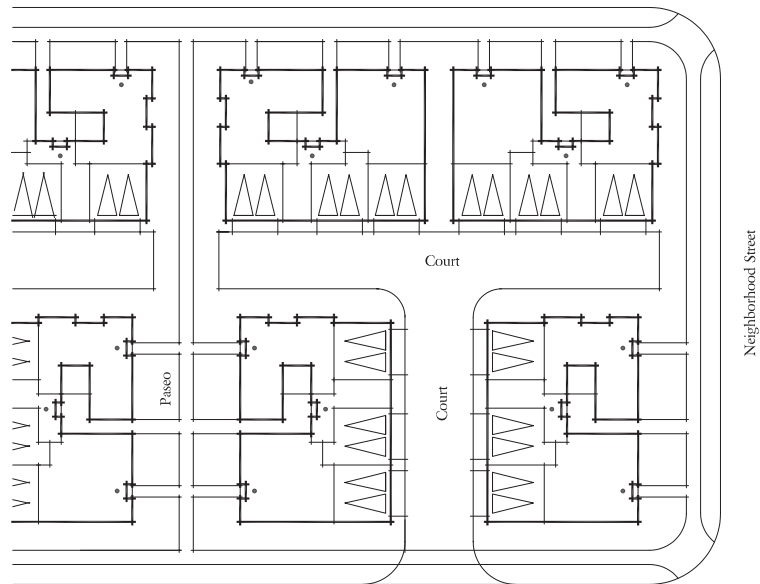
1. Reduce driveway cuts along neighborhood streets to create a safer pedestrian environment.
2. Create articulation in street scene through front elevation offsets.
3. Ease side yards to maximize yard usability.
4. Provide eyes-on-the-street for homes fronting neighborhood streets through living-forward floor plans where appropriate.
5. Limit garage door dominance on street scene by utilizing rear-loaded garages or loading garages off shared court.
6. Provide corner lot elevation enhancements through side-entry on corner lots where appropriate (for rear loaded lots).
7. Promote neighbor interaction by orienting front entries around shared paseos (for paseo cluster products).
8. Adhere to City standard for usable balconies and enhanced natural surveillance over alleys, drives or court areas.

8.6.2 Conceptual Attached Product Types

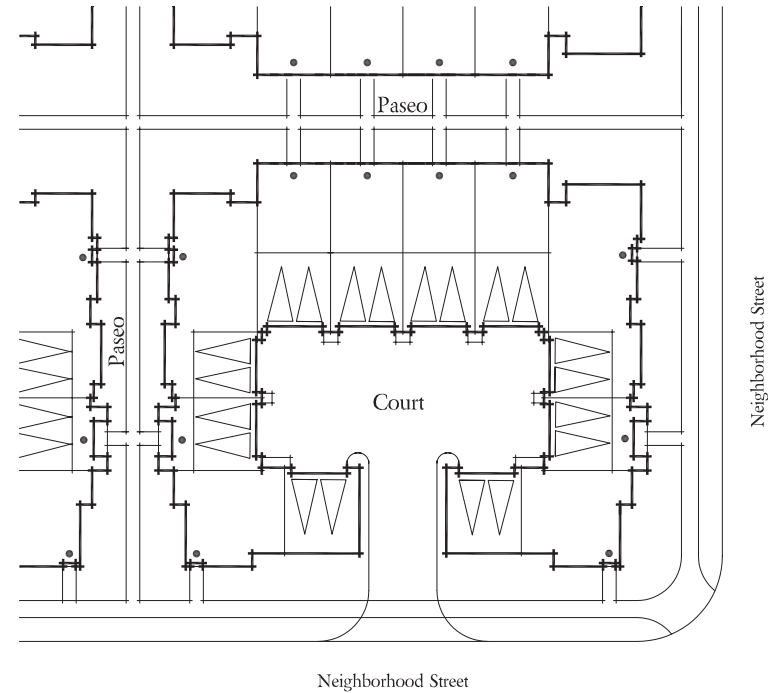
REAR LOADED DUETS



REAR LOADED TRI-PLEX



REAR LOADED CLUSTER BUILDING

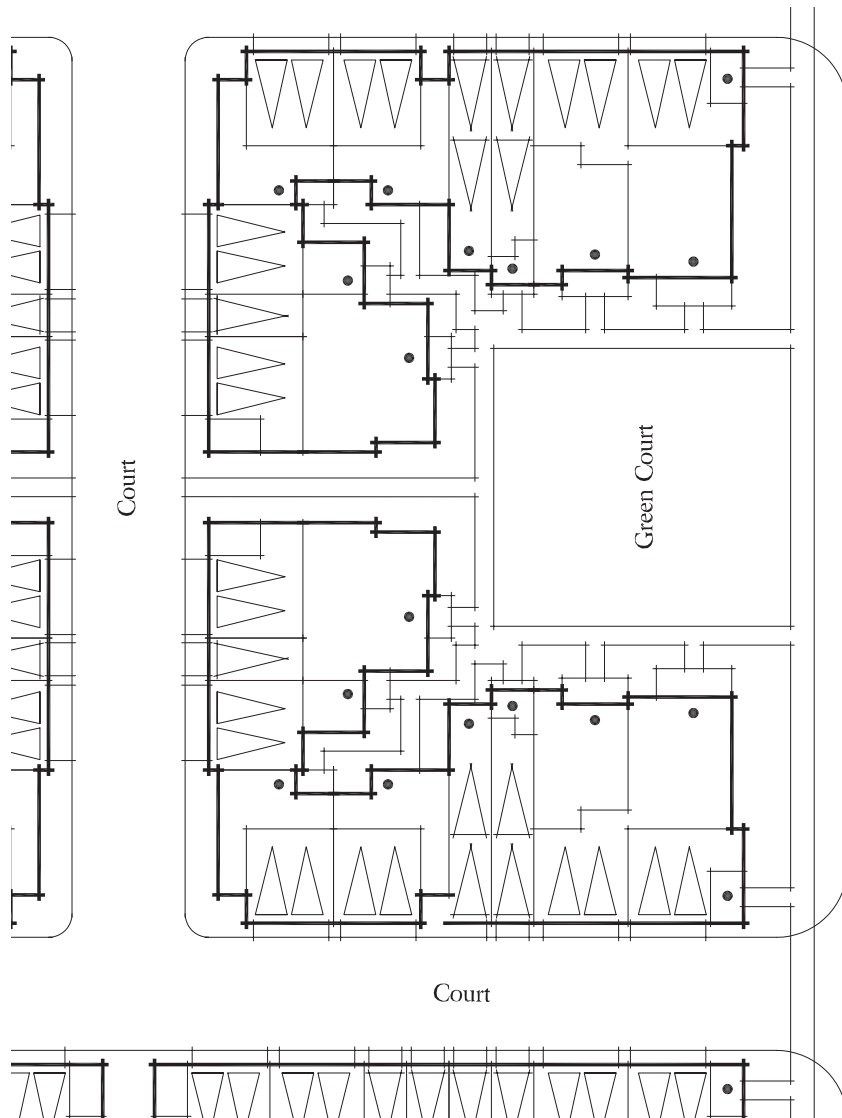


Goals:

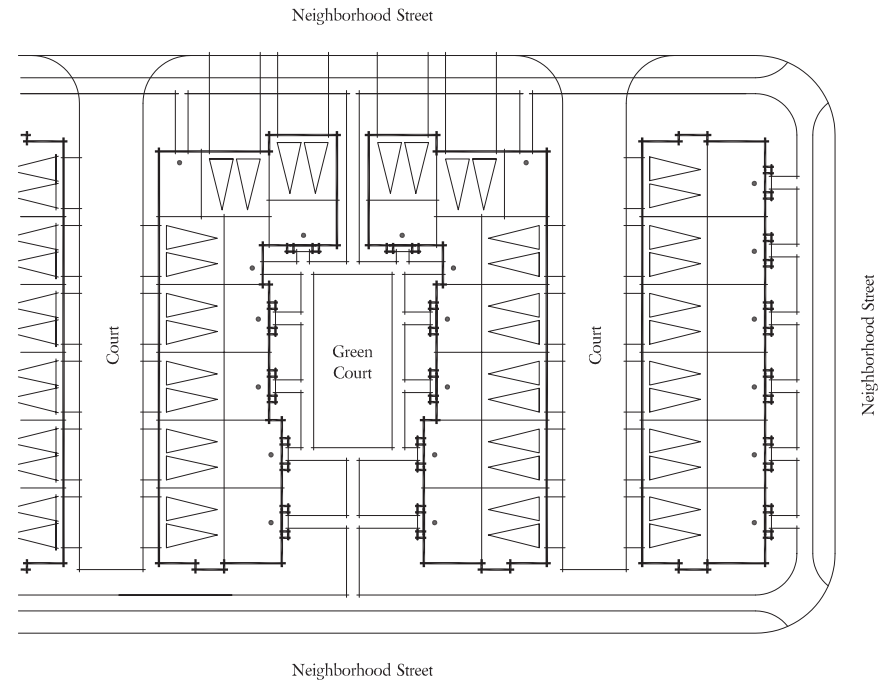
1. Promote neighbor interaction by orienting front entries around shared paseo.
2. Provide variety through floor plan design and orientation.
3. Limit garage door dominance on street scene by loading garages off shared court.
4. Reduce driveway cuts along neighborhood streets to create a safer pedestrian environment.
5. Provide eyes-on-the-street for homes fronting neighborhood street through living-forward floor plan design.
6. Adhere to City standard for usable balconies and enhanced natural surveillance over alleys, drives or court areas.



REAR LOADED GREEN COURT: ALTERNATIVE A



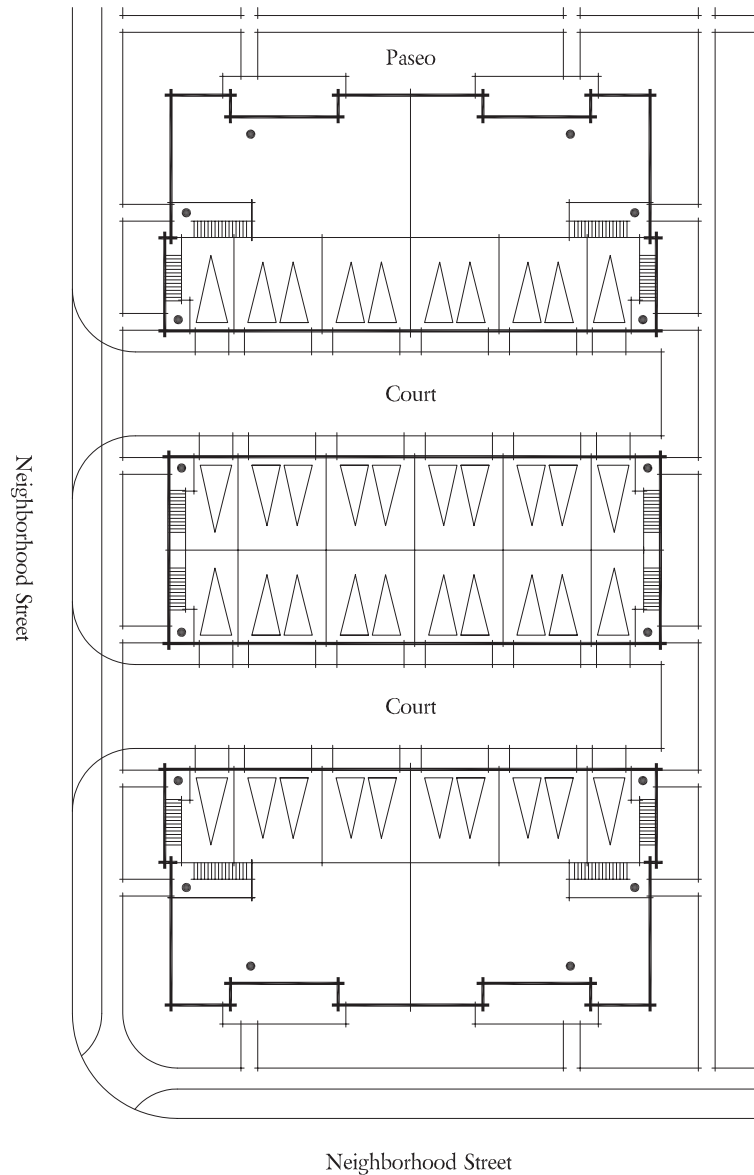
REAR LOADED GREEN COURT: ALTERNATIVE B



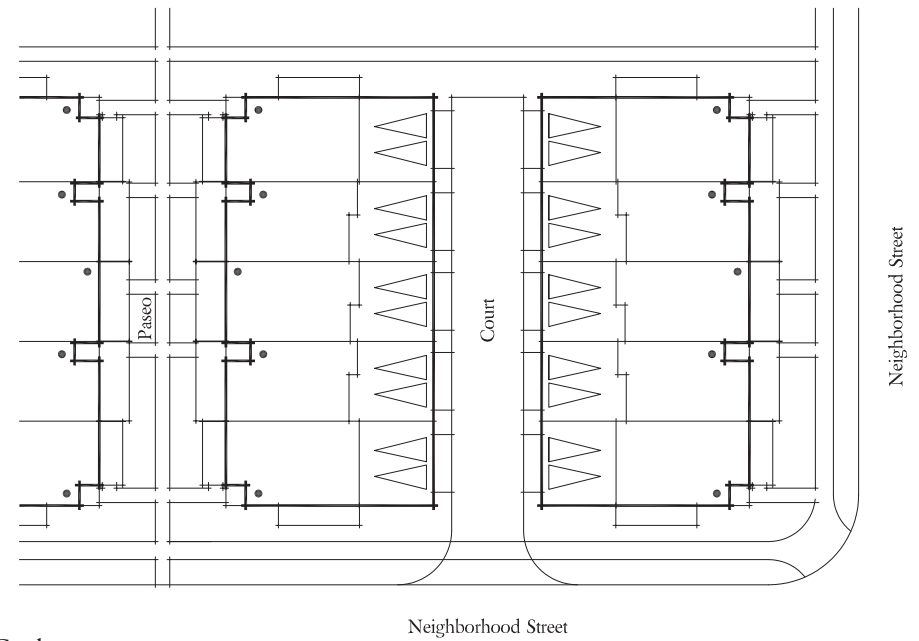
Goals:

1. Promote neighbor interaction by orienting front entries around shared green court.
2. Limit garage door dominance on street scene by loading garages off shared court.
3. Reduce driveway cuts along neighborhood streets to create a safer pedestrian environment.
4. Provide variety through floor plan design and orientation where applicable.
5. Provide eyes-on-the-street for homes fronting neighborhood street through living-forward floor plan design where appropriate.
6. Adhere to City standard for usable balconies and enhanced natural surveillance over alleys, drives or court areas.

STACKED FLATS WITH CARRIAGE UNITS



REAR LOADED ROW TOWNHOMES



Goals:

1. Limit garage door dominance on street scene by loading garages off shared court.
2. Reduce driveway cuts along neighborhood streets to create a safer pedestrian environment.
3. Provide eyes-on-the-street for homes fronting neighborhood street through living-forward floor plan design.
4. Use wide front elevations to articulate front elevations.
5. Promote neighbor interaction through entry orientation when possible.
6. Create opportunities for smaller units through carriage units and stacked flat design where appropriate.
7. Adhere to City standard for usable balconies and enhanced natural surveillance over alleys, drives or court areas.



This page intentionally left blank.



Chapter 9.0

Phasing and Infrastructure

This section describes the phasing and amenity timing of The Arboretum. It also details on- and off-site plans for the grading, water distribution, sewer services, and drainage systems necessary to accommodate build-out of The Arboretum. Within The Arboretum Specific Plan area, the developer will be responsible for constructing the required infrastructure improvements, such as streets, water lines, sewers, and storm drains. All necessary infrastructure improvements will be developed in conjunction with the roadway improvements. Lastly, this section provides an overview of nearby public facilities, such as hospitals, police and fire stations, public parks, schools, and transit facilities.



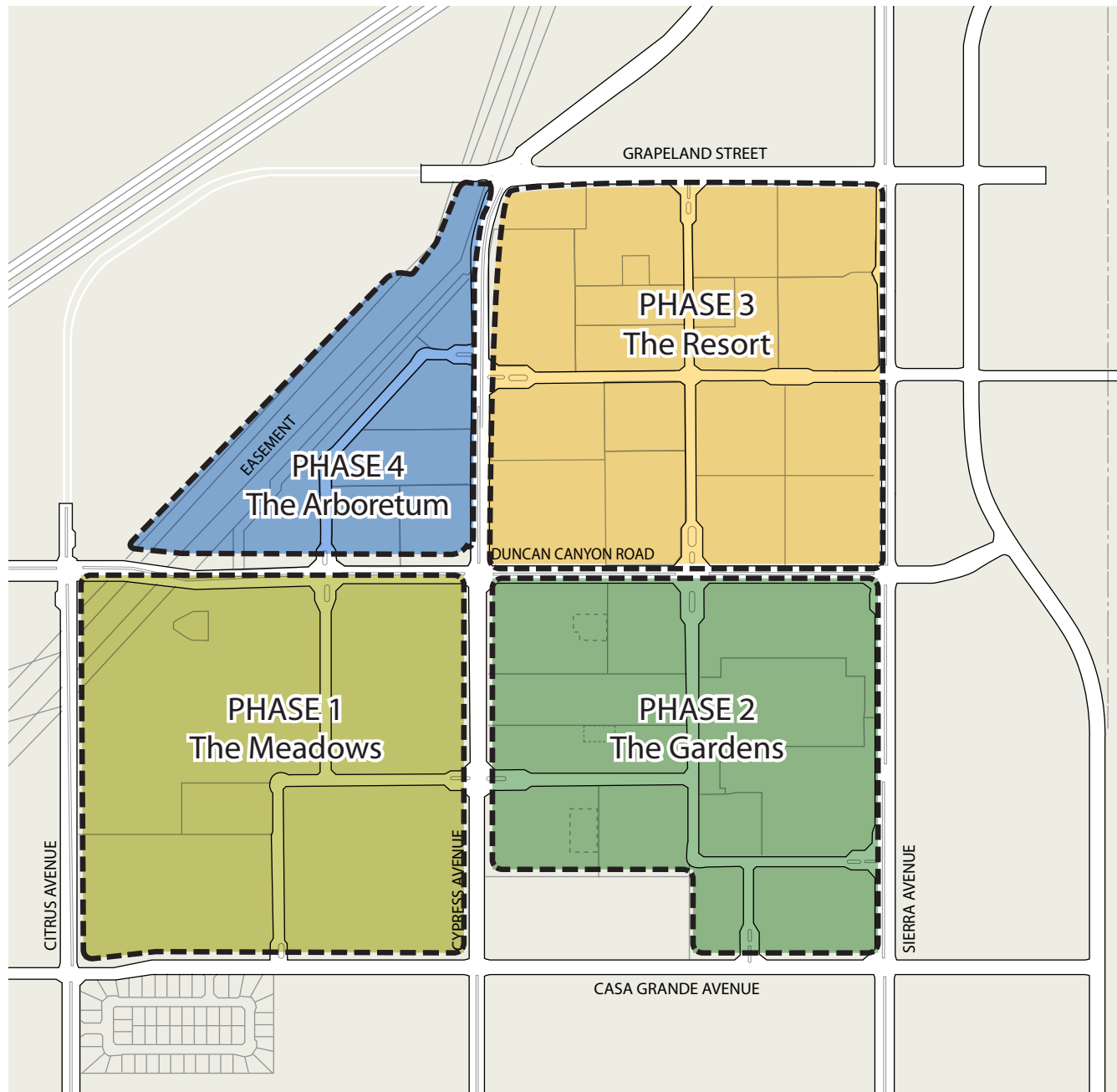
9.1 Village Phasing Plan

Development within the Arboretum community shall occur in four phases as shown in Figure 9.1, *Phasing Plan*. Construction of the project will be phased in a logical sequence, in response to market demands. Ultimate phasing by recordation of phased final tract maps will be finalized at time of sale to merchant builders based on market demands. Adjustments to the phasing sequence are permitted provided that utilities and public facilities are available to service the phase in question.

Development of the community will start in the Meadows village, followed by the Gardens, the Resort, and lastly, the Arboretum village.

PHASING PLAN

FIGURE 9.1



9.2 Circulation Phasing Plan

The phasing of the circulation system will correspond to the overall village phasing program. The circulation system as described in this section will be constructed by the master developer and/or guest builder.

Phase 1 will include all collector streets in the Meadows Village as well as Citrus Avenue between Duncan Canyon Road and Casa Grande Avenue, Casa Grande Avenue from Citrus Avenue to Cypress Avenue, Cypress Avenue from Casa Grande Avenue to Duncan Canyon Road, and Duncan Canyon Road from Citrus Avenue to Cypress Avenue.

Phase 2 will include all collector streets in the Gardens Village, Sierra Avenue from Casa Grande Avenue to Duncan Canyon Road, Duncan Canyon Road from Cypress to Sierra, and the remainders of Cypress Avenue and Casa Grande along the Village's frontage.

~~Phase 3~~ ~~Phase 4~~ includes all collectors at The Resort, Grapeland Street and the ~~east side remainders~~ of Cypress, Sierra and Duncan Canyon.

~~Phase 4~~ ~~Phase 3~~ includes all collectors in the Arboretum Village, a portion of Cypress Avenue between Duncan Canyon and Grapeland, and the remainder of Duncan Canyon between Citrus and Cypress.

Circulation improvements to Sierra Avenue, Casa Grande Avenue, Citrus Avenue, and Grapeland Street shall be implemented as defined in the Development Agreement and in-lieu study. The circulation phasing plan is illustrated in Figure 9.2.

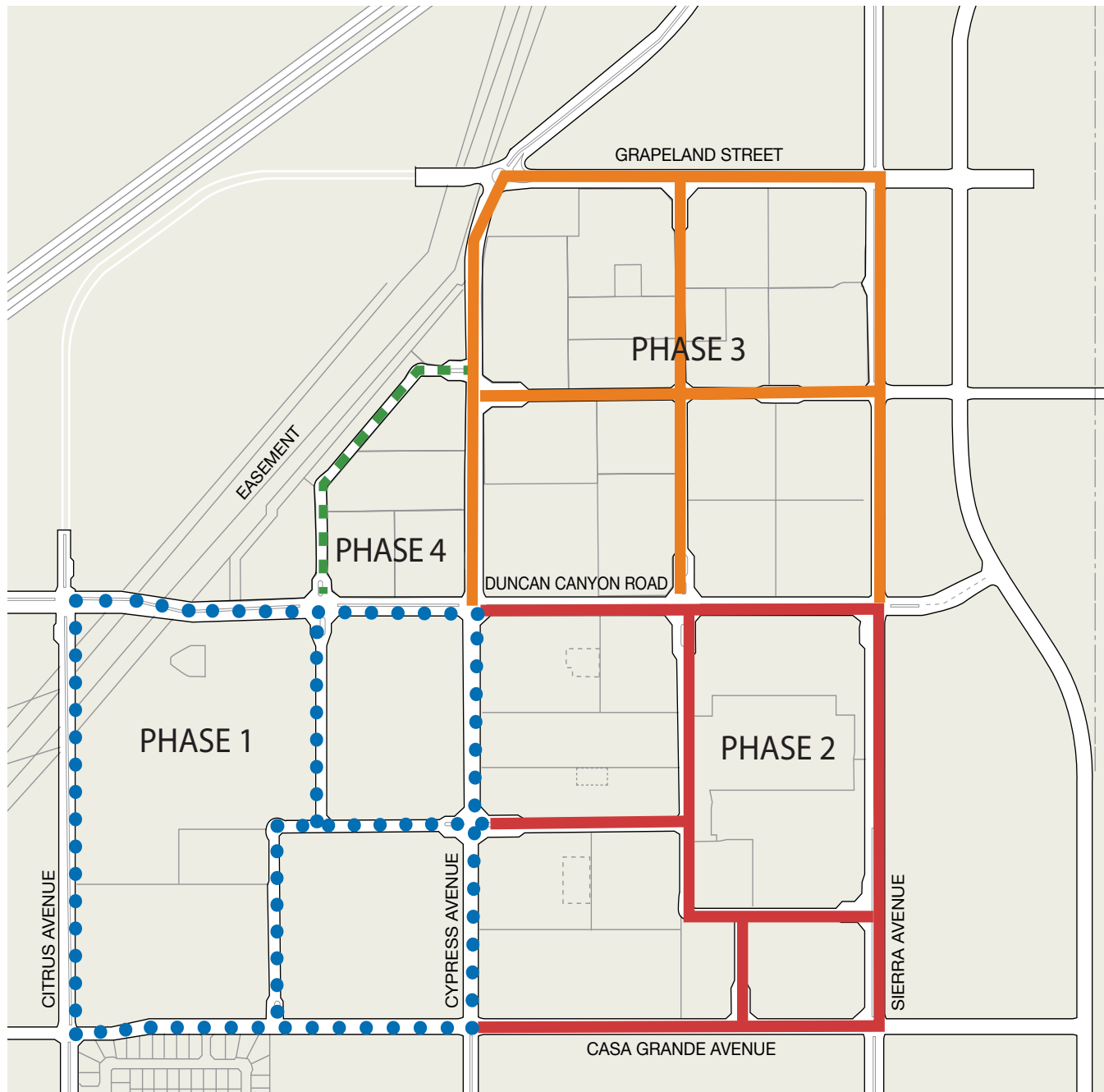
CIRCULATION PHASING PLAN

FIGURE 9.2

LEGEND

- ● ● ● Phase 1
- Phase 2
- Phase 3*
- Phase 4

*When required by Section 9.5.6 Public and Private Parks.



9.3 Grading Concept

Grading for The Arboretum, shown in Figure 9.3, *Grading Plan*, is tailored to the existing topography of the project site which slopes down at approximately 3.2 percent north to south. The project site is part of a flat to gently sloping alluvial plain. Soils and geologic conditions present no significant constraints to grading. The primary objectives of the grading concept are to: (a) establish road grades that are consistent with those of the existing City streets around the site; (b) provide stable development pads for residential structures and recreation amenities; and, (c) balance the cut and fill grading quantities on-site.

Grading is expected to balance on-site and will not require import or export of materials. Approximately 1,400,000 cubic yards of cut and fill will be necessary to accommodate development of the site. This quantity may vary as final grading plans are developed. The grading plans shall be designed to accommodate drainage and a street system that meets City of Fontana standards and will be reviewed and approved by the City Building/Safety, Planning, and Engineering Departments prior to the issuance of grading permits. All grading plans and activities will conform to the City grading ordinance and dust control, erosion control, and WQMP requirements.

Mass grading of the project will occur in four phases as shown on Figure 9.3, *Grading Plan and Phasing*.

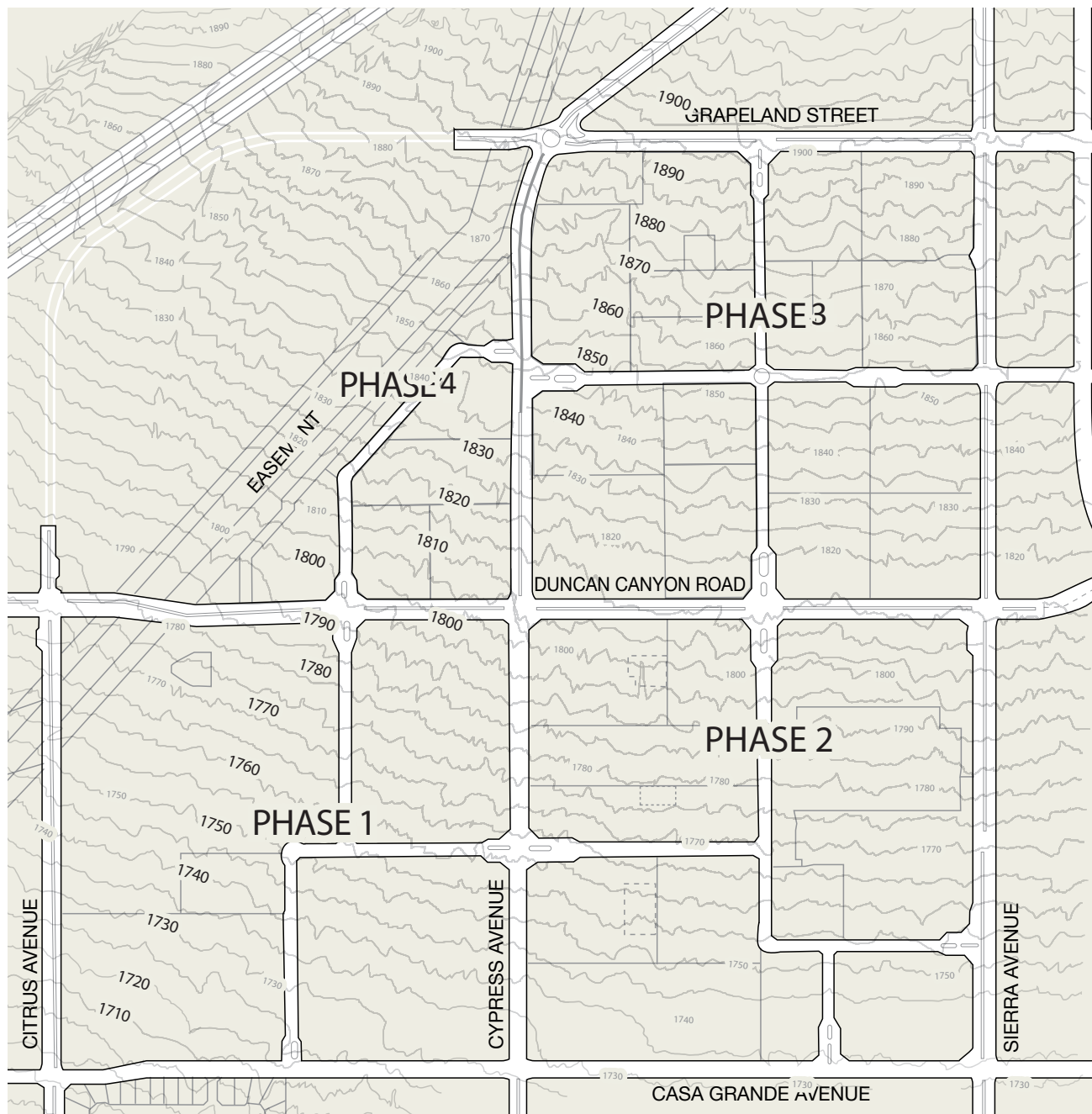


FIG
GRADING PLAN AND
PHASING
 FIGURE 9.3



9.4 Public Facilities

9.4.1 Water Distribution

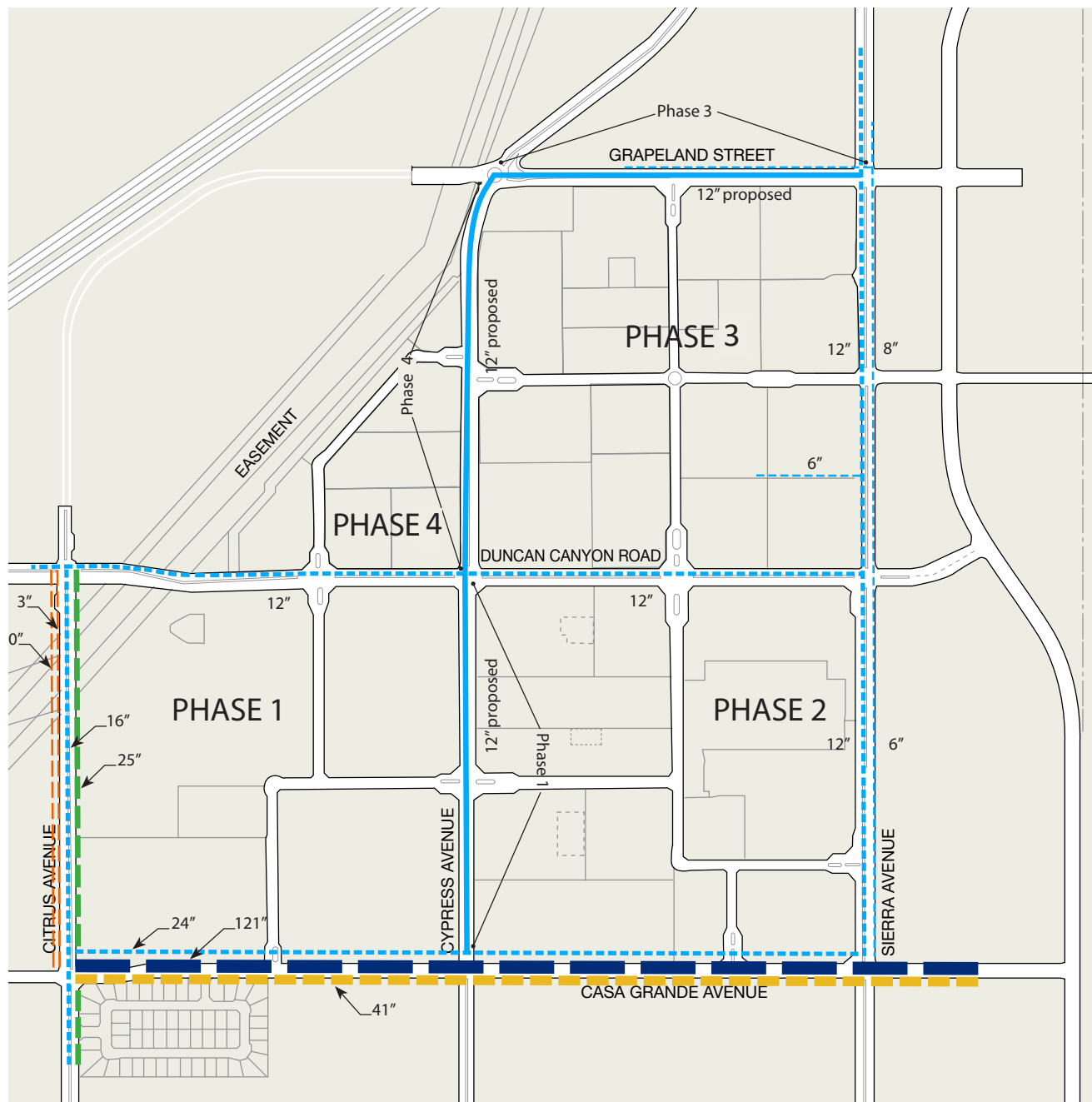
West Valley Water District (WVWD) provides water service to the project area. WVWD draws water for supply to their service area from stream flow in the Lytle Creek region and from numerous wells within the Chino groundwater basin. The WVWD infrastructure consists of reservoir tanks, booster pump facilities, and a network of pipeline facilities to deliver water throughout its service area. Domestic water will service the residential, schools, parks, and common landscape areas of The Arboretum.

The primary connection points available for The Arboretum Specific Plan area are located in Citrus Avenue (existing 16-inch water line), Casa Grande Avenue (existing 24-inch water line), Duncan Canyon Road (existing 12-inch water line), and Sierra Avenue (existing 12-inch water line).

It should be noted that the Metropolitan Water District (MWD) has a 121-inch transmission main and San Gabriel Valley Municipal Water District has a 41-inch transmission main, both located in the proposed location of Casa Grande Avenue. Fontana Water Company has a 25-inch transmission main in Citrus Avenue. These lines will not be available to serve the community.

The proposed water system, as shown in Figure 9.4, Water Plan, will include a 12-inch water line in Cypress Avenue from Casa Grande Avenue to Duncan Canyon Road to be constructed with Phase 2. The 12-in water line in Cypress north of Duncan will be built with ~~Phase 4~~ ~~Phase 3~~ and a 12-inch water line in Grapeland shall be built with ~~Phase 3~~ ~~Phase 4~~ or as otherwise conditioned by WVWD. Within the internal Planning Areas, being constructed in each of the four phases, 8-inch and 10-inch water lines owned and maintained by WVWD will serve to provide domestic service to each residential Planning Area, school, park and common landscape area as well as supplying sufficient fire flows to fire hydrants placed in accordance with San Bernardino County Fire Department standards.

FIGURE 9.4
WATER PLAN AND PHASING
 FIGURE 9.4



LEGEND

- Existing Water Facilities
- Proposed Water Facilities
- West Valley Water District WWWD
- Metropolitan Water District MWD
- Fontana Water Company FWC
- San Gabriel Valley Municipal Water District SGVMWD
- Crawford Canyon Mutual Water Company CCMWC

9.4.2 Sewer Services

The City of Fontana is responsible for the collection of wastewater within its corporate limits. The City contracts with the Inland Empire Utilities Agency (IEUA) for wastewater treatment.

The project sewer will connect to an existing 15-inch sewer line in Citrus Avenue north of Casa Grande Avenue and an existing 18-inch sewer line in Casa Grande Avenue east of Citrus Avenue.

The proposed sewer plan consists of an extension of these existing lines, as shown in Figure 9.5, Master Plan of Sewer. The Master Plan phasing for the sewer will occur as follows:

Phase 1: The existing 15-inch sewer line in Citrus Avenue will be extended northerly to Duncan Canyon Road. The existing 18-inch sewer line in Casa Grande Avenue will be extended easterly to Cypress Avenue where a 15-inch sewer line will extend northerly in Cypress Avenue to Duncan Canyon Road.

Phase 3 ~~Phase 4~~: A 15-inch sewer line in Duncan Canyon Road will connect to the proposed 15-inch sewer line in Cypress avenue and extend easterly to Sierra Avenue.

Phase 4 ~~Phase 3~~: A 12-inch sewer line will connect to the proposed 15-inch sewer line in Cypress Avenue and extend northerly to Grapeland Street. A 12-inch sewer line will extend from Citrus Avenue easterly in Duncan Canyon Road to just short of Cypress Avenue.

8-inch and 10-inch sewer lines will occur in each of the ~~4~~ phases for onsite purposes. Use of force mains or pump stations is not required. Sewage disposal facilities shall be installed in accordance with the requirements and specifications of the State Department of Health Services and San Bernardino County Health Department, and reviewed by the City of Fontana Engineering Department.

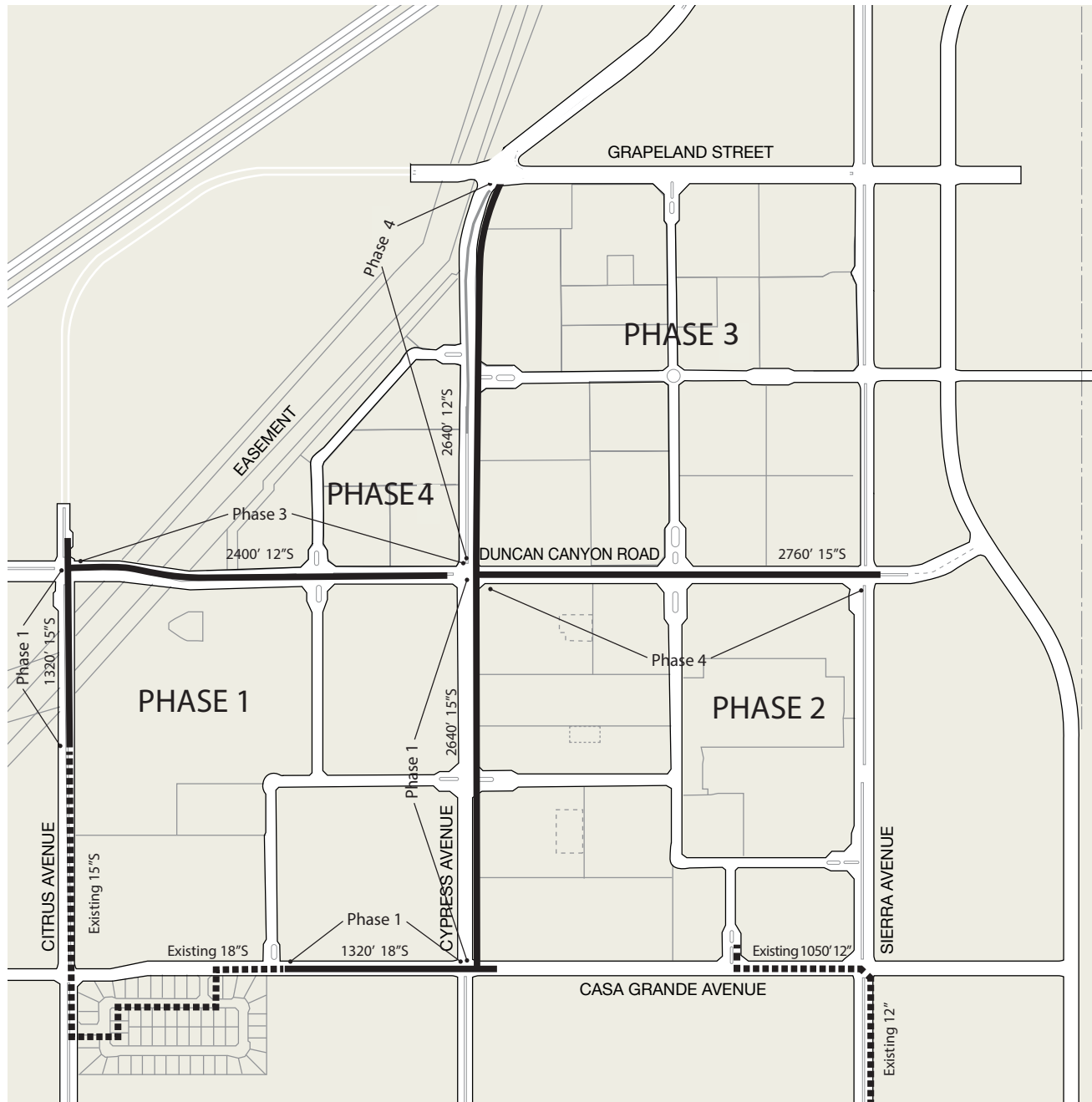


MASTER PLAN OF SEWER

FIGURE 9.5

LEGEND

- Existing Sewer Facilities
- Proposed Sewer Facilities



9.4.3 Drainage Plan

The Arboretum is located generally in the San Sevaine Creek watershed. The site is within the Line “A” and “B” drainage areas of the revised Master Plan of Storm Drain. These lines are tributary to the existing Hawker-Crawford Channel located on the west side of Interstate 15 at Duncan Canyon Road and Summit Avenue respectively. Existing topographic relief consists of relatively flat contours, with the existing site drainage generally sheet-flowing to the south or southwest direction.

As shown on Figure 9.6, *Drainage Plan*, the proposed on-site drainage facilities for the Planning Areas within the “Arboretum” and “The Resort” segments of The Arboretum Specific Plan will drain to the proposed Line “A” within Duncan Canyon Road. The proposed on-site drainage facilities for the Planning Areas within the westerly portion of “The Meadows” segment of The Arboretum Specific Plan will drain to the existing Line “B” within Summit Avenue. The easterly portion of this segment and the westerly portion of “The Gardens” segment will drain to the proposed line “B-2” located in Cypress Avenue which will flow southerly to the Sierra Lakes infiltration system located south of Summit Avenue, as shown in Figure 9.7, as a resource to replenish the ground water through percolation. The Sierra Lakes Infiltration System will provide the water quality provision for the Line “B-2” tributary area, and therefore additional BMPs (Best Management Practice) will not be required for this tributary area.

Off-site storm drain facilities are required to serve and protect the project. For the area north of Duncan Canyon Road, storm drain facilities will need to be extended from the existing Hawker-Crawford Channel on the northwesterly side of Interstate 15, across the freeway, to Citrus Avenue to serve the site. It is anticipated that a portion of this facility will be constructed by the state and/or city as part of the Duncan Canyon Interchange project, potentially starting in 3 to 5 years, with the balance to be constructed by other adjacent developments. Development of The Arboretum could proceed in advance of these improvements with interim mitigation. See temporary drainage swales and temporary detention basins shown graphically on Figure 9.6. Additionally, there are a number of existing culverts which convey large flows under Interstate 15 from the canyons to the north. A storm drain facility constructed by the City or other adjacent developments would be required to pickup and carry these flows to the system to be constructed in Duncan Canyon Road.

For project areas south of Duncan Canyon Road, the downstream connection will be made to an existing system in Citrus Avenue at Casa Grande Avenue and an off-site storm drain will be constructed in Cypress Avenue from Casa Grande Avenue to Summit Avenue. Development of The Arboretum could proceed prior to the completion of that phase of construction with interim mitigation. Storm drain will also need to be extended in Summit Avenue either by the City or other developments east of Cypress Avenue between Summit Avenue and Casa Grande Avenue, in order to serve planning areas near and adjacent to Sierra Avenue.

9.4.4 Water Quality Management Plan and Best Management Practices

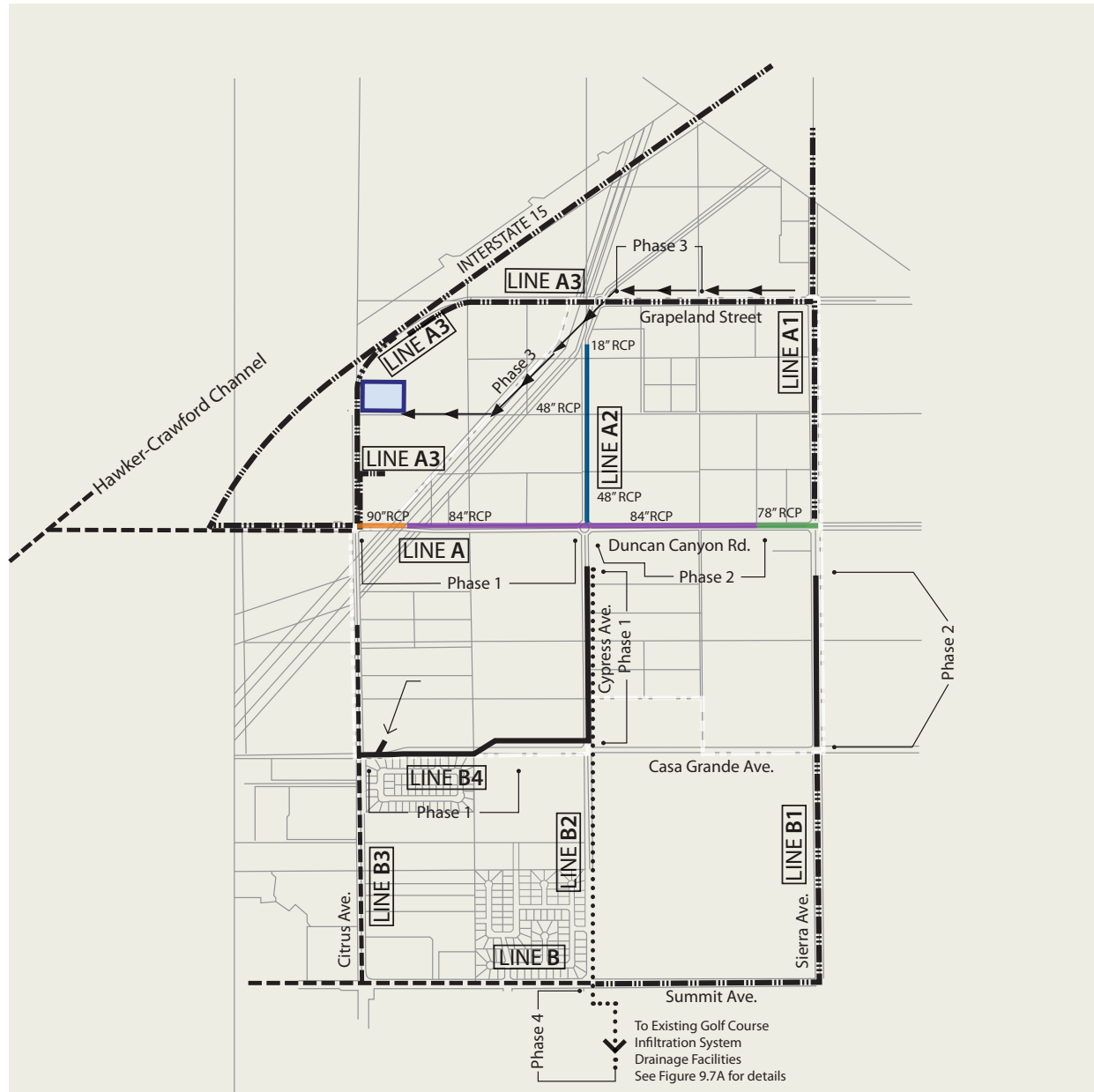
The Arboretum Specific Plan may utilize the Sierra Lakes Golf Course Infiltration System for the BMP treatment of storm water runoff for The Gardens, The Resort, and an easterly portion of The Meadows segments of the project. See Figures 9.7A and 9.7B.

The use of the Sierra Lakes Infiltration System by said Project will lessen the maintenance burden on the affected portions of the facility. Off-site undeveloped lands presently generate fine-grain earthen materials that are transported via storm water flows to the same portions of the Sierra Lakes Infiltration System that will be utilized by said Project. The transition of the off-site areas into an urbanized ground cover will significantly reduce the content of fine-grain earthen materials in storm water flows, which will in-turn reduce the maintenance burden on the Sierra Lakes Infiltration System. While the maintenance burden to the facility will be reduced due to said Project, facility maintenance procedures, as presently defined, will remain unchanged.

The Arboretum segment of the Specific Plan will utilize a Lake/Water Oriented Garden for localized treatment. Site Design BMPs for future Planning Areas not utilizing the Arboretum Village or the Sierra Lakes Golf Course Infiltration System will provide treatment onsite with the use of vegetated swales, fossil filter, or other approved means. Site Design BMPs will be consistent with the project wide water quality management plan and approved on an individual tract basis prior to recordation of the tentative map.

DRAINAGE PLAN AND PHASING

FIGURE 9.6



LEGEND

- Existing Storm Facilities
- Drainage Facilities by Others
- Proposed Drainage Facilities
- Proposed Offsite Drainage Facilities
- Temporary Drainage Swale
- 36" RCP Facility Size/Type
- Temporary Detention Basins
- 48" RCP
- 78" RCP
- 84" RCP
- 90" RCP

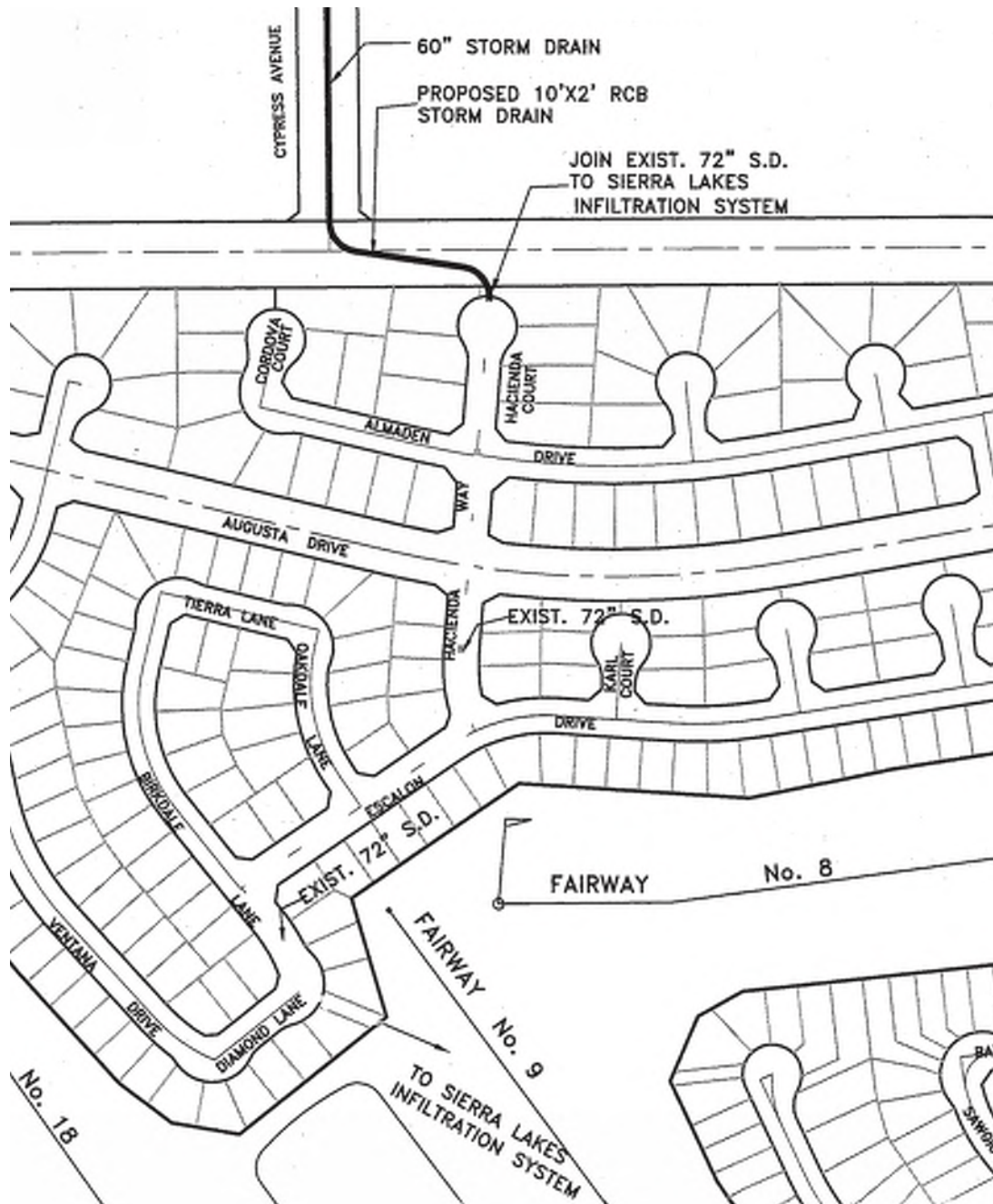
Note: Citrus storm drain north of Duncan Canyon and the Grapeland storm drain are "by others."

STORM DRAIN CONNECTION TO SIERRA LAKES INFILTRATION SYSTEM

FIGURE 9.7A

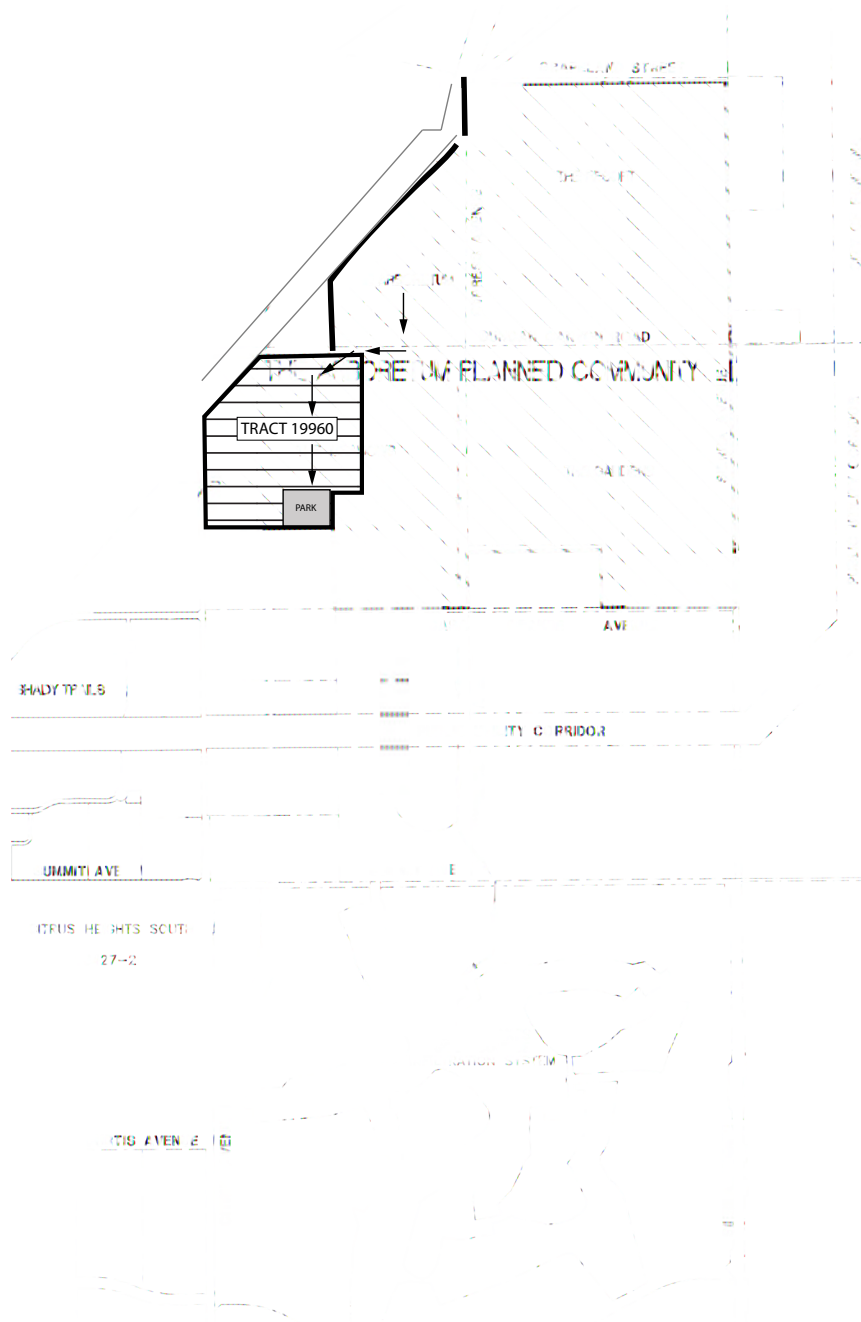
LEGEND

- Proposed Storm Facilities
- - - Existing Storm Facilities



WATER QUALITY MANAGEMENT PLAN AND BEST MANAGEMENT PRACTICES

FIGURE 9.7B



Note 1: Shaded area indicates the potential area of WQMP to be treated in Sierra Lakes.

Note 2: The Arboretum Village will need to provide a separate WQMP report when entitlements are submitted for Phase 4. That report will determine WQMP impacts and solutions for Arboretum Village.



The project will utilize the temporary drainage swales and temporary detention basins as shown on Figure 9.6, Drainage Plan and Phasing, until ultimate storm drain improvements are installed.

9.5 Public Services

The following information is a brief summary of services to be provided to The Arboretum. A more detailed discussion of facilities and service availability is presented in the Environmental Impact Report (EIR). A map showing the community service locations near the project site is provided as Figure 9.8, *Relationship to Off-Site Public Services and Facilities*.

9.5.1 Police and Fire Protection

The City of Fontana Police Department will provide law enforcement for The Arboretum. The City of Fontana currently maintains a ratio of 1.08 sworn officers per 1,000 residents; the City of Fontana General Plan suggests a ratio of 1.4 sworn officers and 0.6 nonsworn personnel per 1,000 residents.

The Fontana Fire Protection District (FFPD) provides fire protection to the site, which is part of the San Bernardino County Fire Agency. CVFPD also provides paramedic service in the area.

9.5.2 Public Schools

Students will attend a school located at Casa Grande and Citrus Avenues. The grades served at this school site are still to be determined. The development of Elementary School #37 at Duncan Cyn and Cypress is also proposed. In the event that Elementary School #37 is not developed, residential units will be developed in its place.

For more discussion on the implementation of school sites within The Arboretum, see Chapter 10, *Administration*.

9.5.3 Public Library

Library services to the City of Fontana are provided by the San Bernardino County Library system at the Lewis Library and Technology Center. The library is located at 8437 Sierra Avenue, approximately three miles south of the project site.

9.5.4 Hospitals

Residents of The Arboretum will be served by the Sierra San Antonio Medical Plaza located at 16465 Sierra Lakes Parkway and Kaiser Permanente Fontana Medical Center located at 9961 Sierra Avenue in Fontana. Other health facilities in the area include several Kaiser Permanente Medical Care Centers located throughout Fontana and the Arrowhead Family Health Center located at 16854 Ivy Avenue.

9.5.5 Utilities and Utility Providers

The Arboretum will be served with telephone, cable, internet (data), electric, natural gas, and solid waste collection service from private companies serving the North Fontana area as detailed below.

TABLE 9.1 UTILITY PROVIDERS

Electricity	Southern California Edison
Gas	Southern California Gas Company
Water	West Valley Water District
Sewer	City of Fontana
Solid Waste	Burrtec Waste
Telephone	AT&T
Cable	Spectrum

9.5.6 Public and Private Parks

Private parks within each village shall be substantially completed by the occurrence of the following two conditions:

1. Private parks located within a village Planning Area (as outlined in this Specific Plan) shall have an approved residential tentative tract map (TTM) and / or Design Review by Planning Commission; and
2. The City of Fontana's issuance of building permits within each village. Please see Table 9.2, Private Parks Timing, for specific building permit numbers. The Arboretum Park shall be constructed by the time 50% of the building permits are pulled in the Arboretum Village (Phase III).

“Substantially Completed” and “Substantial Completion” means that such Improvements are functional for their intended purposes and are approximately ninety five percent (95%) complete, based on the costs of such Improvements, in accordance with the improvement plans approved by the City, notwithstanding any final “punch list” items or nonessential items still required to be completed, all as approved in writing by the City inspector, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this definition, non-essential items with respect to such Improvements shall include any replacement of miscellaneous (but not a majority of) damaged or deceased plant materials. Any Project Public Park that is open and formally accepted by the City (or in the case of a Project Private Park, approved by the City for use by the Project residents) shall also be conclusively deemed to be substantially complete for purposes of this definition.

Community gardens may be located within private or community parks and shall be substantially completed by the issuance of the building permit thresholds for private parks in each village, as identified in Table 9.2 (i.e. The first, second and third community gardens will be substantially complete by the 133rd, 375th, and 250th building permit respectively in the Meadows Village). The Arboretum Village will provide community gardens within the Arboretum Park; ~~therefore all required community gardens shall be substantially complete by the 1200th building permit.~~ Appendix B provides additional information regarding community garden implementation.

Note: Recreational parks and amenities are representational and may change depending on market segmentation, engineering, site planning etc. Park amenities may shift locations within the site or be substituted with like kind amenities as approved by the Director of Community Development and in substantial conformance with the Specific Plan.

TABLE 9.2 TIMING FOR PRIVATE AND PUBLIC PARKS

Village	Park	Building Permit ^{1 2}
Meadows Village Up to 15 du/ac	1st Community Park (Corner Statement)	133 ⁴
	2nd Community Park (Meadows Park)	375 ⁵
	3rd Community Park	250 ⁴
Gardens Village Up to 24 du/ac	Community Park	350
	1st Private Park	50% of permits ⁶
	2nd Private Park	50% of permits ⁶
	3rd Private Park	50% of permits ⁶
Resort Village Up to 20 du/ac	1st Private Park	50% of permits ⁶
	Primary Recreation Center	417
	2nd Private Park	50% of permits⁶
	Secondary Recreation Center	1,000
	3rd Private Park	50% of permits⁶
	4th Private Park	50% of permits⁶
Arboretum Village Up to 24 du/ac	1st Private Park	50% of permits ⁶
	2nd Private Park	50% of permits ⁶
	3rd Private Park	50% of permits ⁶
	4th Private Park	50% of permits ⁶
All Villages	Arboretum Park	(See Section 9.5.6 Note 2) ³

¹ Building permits means total permits issued within the designated Village only, not overall Project permits.

² Building permit milestone requirements means that the designated park improvements must be Substantially completed by that milestone.

³ Intentionally deleted.

⁴ Building permits within PA1 at Meadows Village (Tract 19960) only.

⁵ The earlier of (i) 375th building permit or (ii) the initial commencement of classes at the school in the Meadows Village.

⁶ Parks shall be constructed by the time 50% of the building permits are pulled within the respective Planning Area



9.5.7 Off-Site Public Services and Facilities

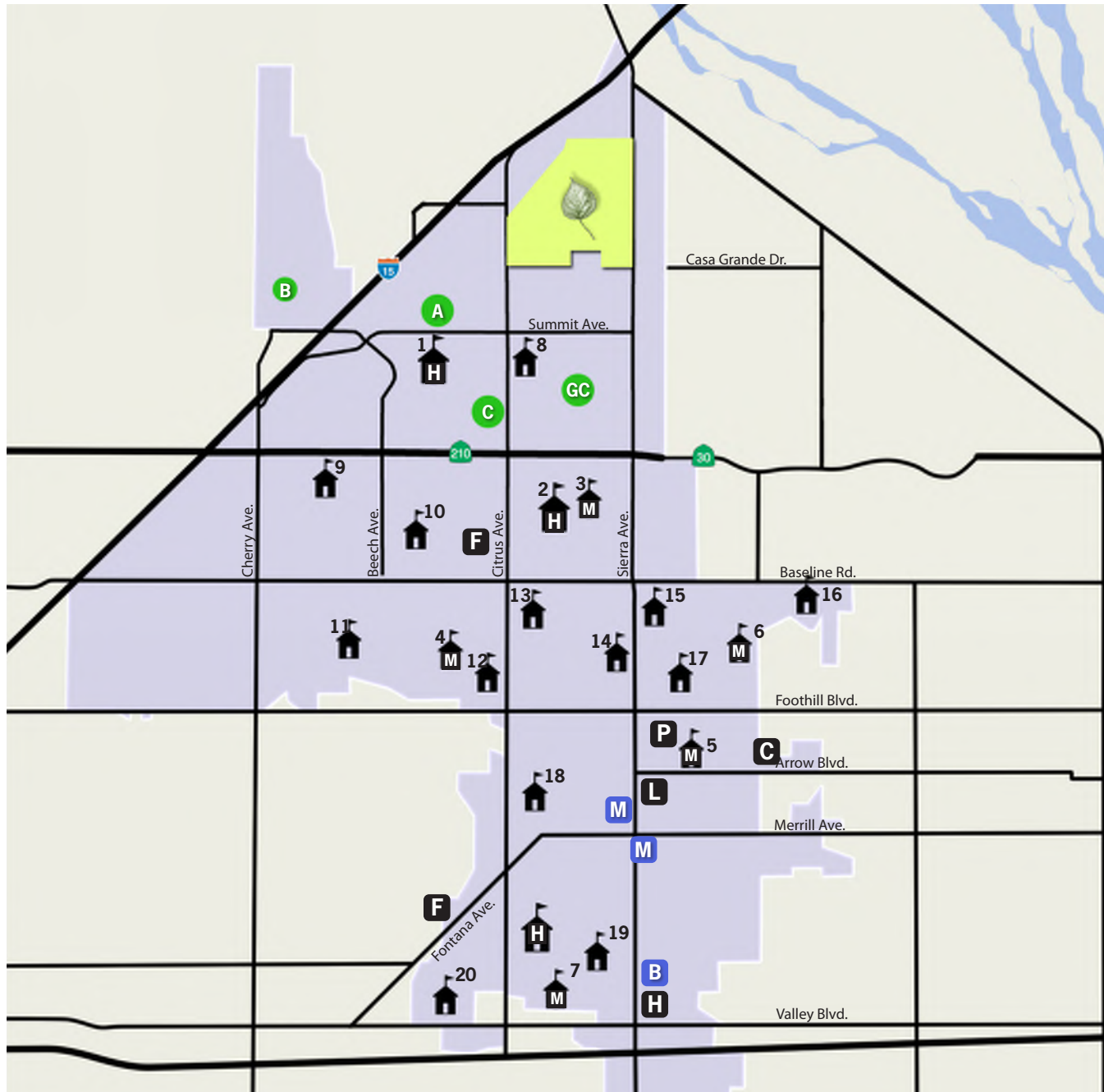
Several public parks and recreation facilities are located within the vicinity of The Arboretum, including the Sierra Lakes Golf Course, the Fontana Park, San Sevaine Park, and the Ralph M. Lewis Sports Complex. In addition to the recreational amenities provided to Arboretum residents within the project, these public facilities will offer additional opportunities for recreation.

RELATIONSHIP TO OFF-SITE PUBLIC SERVICES & FACILITIES

FIGURE 9.8

LEGEND

-  City of Fontana Boundary
-  1 Summit High School
-  2 A. B. Miller High School
-  3 Ruble Middle School
-  4 Almeria Middle School
-  5 Fountana Middle School
-  6 Alder Middle School
-  7 Truman Middle School
-  8 Sierra Lakes Elementary
-  9 Cecelia Lucero Solorio Elementary
-  10 Dorothy Grant Elementary
-  11 Hemlock Elementary
-  12 Tokay Elementary
-  13 Kathy Binks Elementary
-  14 Juniper Elementary
-  15 Mango Elementary
-  16 Locust Elementary
-  17 North Tamarind Elementary
-  18 Oleander Elementary
-  19 Cypress Elementary School
- 20 Poplar Elementary
-  Sierra Lakes Golf Course
-  Fontana Park
-  San Sevaine Park
-  Ralph M. Lewis Sports Complex
-  Fontana Police Dept.
-  Central Valley Fire Station 78
-  Library / Technology Center
-  Kaiser Permanente Fontana Medical Center
-  Fontana Metrolink Station
-  South Fontana TransCenter



This page intentionally left blank.



Chapter 10.0

Administration

This Specific Plan represents a framework of development for the Arboretum community. Implementation of the project requires the approval of numerous additional discretionary entitlements over the life of project build-out. This chapter sets forth the procedures needed to implement the approved Specific Plan and the procedures required for amendment of the Specific Plan, if necessary. The methods and procedures for implementation and administration of this Specific Plan document are contained in this chapter.



10.1 Specific Plan Adoption

The City of Fontana Zoning and Development Code Section 30–15 states that:

A specific plan may be adopted when it is deemed necessary or desirable to establish a specific plan of land uses and development standards for an area to assist with the implementation of general plan goals.

California Government Code Section 65453 (a) states that:

A Specific Plan shall be prepared, adopted and amended in the same manner as a General Plan, except the Specific Plan may be adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

The Arboretum Specific Plan will be adopted by Ordinance in accordance with City policy.

10.2 Responsibility

The City's Director of ~~Planning or their designee Community Development~~ shall be responsible for administering the provisions of The Arboretum Specific Plan in accordance with the State of California Government Code, Subdivision Map Act, and the City of Fontana General Plan and Municipal Code.

10.3 Interpretations

When there is a question or ambiguity regarding the interpretation of any provision of this Specific Plan, the Director of ~~Planning or their designee Community Development~~ has the authority to interpret the intent of such provision. The Director of ~~Planning or their designee Community Development~~ may, at his/her discretion, refer interpretations to the Planning Commission for its consideration and action. Such a referral shall be accompanied by a written analysis of issues related to the interpretation. The Planning Commission action may be appealed to the City Council. All interpretation made by the Director of ~~Planning or their designee Community Development~~ may be appealed to the Planning Commission in accordance with the appeal procedures set forth in the Zoning and Development Code.

Any standard or regulation contained in this specific plan that differs from the City of Fontana Zoning and Development Code or its planning and zoning laws shall take precedence over and shall supersede the City's Zoning and Development Code or planning and zoning laws. Where any discrepancy occurs between this specific plan and any zoning or land use laws of the City of Fontana, the terms of this specific plan shall govern. In instances where this specific plan is silent, the provisions of the City of Fontana Zoning and Development Code shall prevail.

10.4 Implementation

The Arboretum Specific Plan will be implemented through the processing of tract maps, parcel maps, and site plans. The implementation process provides the mechanism for reviewing precise development plans and ensuring development consistency with the Specific Plan objectives. The process to amend this Specific Plan and items subject to the Substantial Conformance process are also outlined in this section. All development within the Arboretum community is subject to the implementation procedures described herein. Merchant builders desiring to develop in the Arboretum Specific Plan Area shall sign a letter prior to submittal of building permit applications acknowledging that they have read and understood the requirements of the Specific Plan.

10.4.1 Design Review

The purpose of this section is to provide a process for the implementation and review of all site plans that will be required to implement the development and construction of this Specific Plan. An application for design review is required prior to the issuance of any residential or commercial building permit within the Specific Plan area.

PREAPPLICATION CONFERENCE

~~Prior to the filing of a design review application, Tentative Tract Map, Tentative Parcel Map, and/or amendment to the Specific Plan, the applicant or the applicant's representative shall hold a preapplication conference with the Director Planning or their designee Community Development and other designated staff from other departments and divisions to review the procedures and criteria for the design review process.~~

APPLICATION

An application for a design review shall be filed with the Planning Division in a manner prescribed by the Director of ~~Planning or their designee~~ **Community Development**, including but not limited to, plans and elevations. Further, any improvements that are depicted on any colored rendering, elevation, or drawing which is presented to the planning commission in conjunction with a development application, shall be installed pursuant to their appearance in that colored rendering, elevation, or drawing.

DEVELOPMENT ADVISORY BOARD

~~Design and Site Plan Review applications shall be considered by the Development Advisory Board (D.A.B.), which is the reviewing body for such applications. The D.A.B. shall review the application and make a recommendation to the Planning Commission, which is the final authority under this process, unless an appeal to the City Council is timely filed and considered. The D.A.B. shall review each development proposal in an expeditious manner to determine if the application is complete. To recommend that development project be forwarded to the Planning Commission, the D.A.B. must find from the facts presented that the following conditions exist:~~

- ~~1. The design and layout of the proposed development is consistent with the applicable elements of the general plan, and the proposal is consistent with the City of Fontana General Plan and this Specific Plan.~~
- ~~2. The design and layout of the proposed development will not interfere with the use and enjoyment of neighboring developments, or pedestrian and vehicular circulation.~~
- ~~3. The architectural design of the proposed development is aesthetically pleasing while enhancing the character of the surrounding neighborhood and will promote quality development envisioned by this Specific Plan.~~
- ~~4. The design of the proposed development would provide a desirable environment for its tenants and neighbors through the use of materials, texture, and color in an aesthetically pleasing manner.~~
- ~~5. The proposal meets or exceeds the special requirements of this Specific Plan and the applicable standards of the City's Zoning and Development Code.~~

- ~~6. The proposed project is in compliance with all applicable federal, state, county, and city laws and regulations.~~
- ~~7. The design and layout of the proposed development shall be consistent with the approved alignment study and design engineering practices.~~

NOTICE

Notice of hearings for design review shall be as set forth in the City of Fontana Zoning and Development Code.

APPEALS

Appeals shall be made as specified by the City of Fontana's Development Code.

TIME LIMITATIONS

Each design approval granted through the Design Site Plan Review process shall become null and void two years after the date of approval, unless:

1. Building permits have been obtained and successful completion of the first building and safety division inspection has commenced within this period.
2. Any valid design review in effect at the date of adoption or amendment of this Specific Plan shall remain valid for a period of two years from the date of that design review approval.
3. Extensions of time may be granted per the requirements in the City's Development Code for Design Review Applications.



AMENDMENTS TO DESIGN REVIEW

Any nonexpired approved design review site plan is eligible to apply for an amendment pursuant to the amendment process outlined in the City of Fontana's Development Code.

10.4.2 Administrative Site Plan Review

~~The Director of Community Development has the authority to administratively approve and condition applications for community recreational amenities as long as the amenities proposed comply with the provisions and intent of the Specific Plan. The decision of the Director of Community Development shall be final after a written determination is made, unless a written appeal to the Planning Commission is filed by the applicant, property owners subject to the Development Plan, or any member of the City Council or Planning Commission.~~

AMENDMENTS TO ADMINISTRATIVE SITE PLAN REVIEW

~~Any nonexpired approved administrative site plan review is eligible to apply for an amendment pursuant to the amendment process outlined in the City of Fontana's Development Code.~~

10.4.23 Substantial Conformance

Approval of this Specific Plan indicates acceptance by the City Council of a general framework for community development. Part of that framework establishes specific development standards that constitute the zoning regulations for the Arboretum Specific Plan. It is anticipated that certain modifications to the Specific Plan text, exhibits, and/or project may be necessary over the lifetime of the project. Any modifications to the Specific Plan shall occur in accordance with the Specific Plan Amendment process. These modifications, should they occur, are divided into two categories.

Substantial Conformance allows for administrative approval and interpretation of minor modifications to the Specific Plan text, graphics, and/or project design that do not change the meaning or intent of the Specific Plan. Through the Substantial Conformance or Conditional Use Permit process, a project may be found to be

in substantial conformance with the provisions of this Specific Plan and may be approved, conditionally approved or denied by the Director of ~~Planning or their designee Community Development~~ without a public hearing. The Director of ~~Planning or their designee Community Development~~ shall also have the discretion to refer any such request for Substantial Conformance to the Planning Commission. The following are examples of issues that may be considered for Substantial Conformance:

1. Adjustment of planning areas so long as the total acreage of that planning area does not decrease or increase by more than 15 percent of that stated within this Specific Plan.
2. Decrease in project density.
3. Transfer of up to 10 percent of ~~R-MF-R-PC~~ 3.0-8.0 units, provided the maximum unit count for the Specific Plan as a whole does not exceed 3,532 units.
4. Transfer of up to 15 percent of the ~~R-MF-R-PC~~ 8.1-24.0 units in a particular residential planning area may be transferred to another ~~R-MF-R-PC~~ 8.1-24.0 planning area, provided the maximum unit count for the ~~R-MF-R-PC~~ 8.1-24.0 residential uses as a whole does not exceed 2,569 units.
5. Realignment or modifications of streets serving the project, lot lines, easement locations, and grading adjustments, if also approved by the City Engineer.
6. Modification of design criteria such as paving treatments, architectural details, landscape treatments, sidewalks, fencing, lighting, and entry treatments.
7. Changes to the Phasing Plan, provided infrastructure is available to serve the phase as determined by the City Engineer.
8. Implementation of the following landscape treatments:
 - Street Furniture – portals in the right-of-way

- Neighborhood Parks within neighborhoods
 - Private Recreation Areas within neighborhoods
9. Final facility sizing and precise location of water, sewer, and storm drainage improvements when directed by the City Engineer.
 10. Change in utility and/or infrastructure servicing agency.
 11. Collector or public road alignment revisions when the centerline moves by less than 10 feet.
 12. Landscape, wall material, wall alignment, and streetscape design modifications that are consistent with the design guidelines contained in this document as determined by the Director of ~~Planning or their designee Community Development~~.
 13. Modifications to wall type, including, but not limited to changes between commercial theme walls, precision block walls, and combination wrought iron fencing.
 14. Minor changes to or substitutions of types of recreation facilities and ancillary recreational amenities so long as they are consistent with the overall intent of the Specific Plan.
 15. Modifications to Architectural Design Guidelines, such as variations of materials within the particular architectural style and minor variations in colors.
 16. Revisions to project graphics that do not substantially change the intent of the graphics in the Arboretum Specific Plan.
 17. Modifications to architecture, plotting, and unit size that have been previously reviewed and approved through the design review process.
 18. Specific modifications of a similar nature to those listed above, which are deemed minor by the Director of ~~Planning or their designee Community Development~~, which are in keeping with the intent of the Specific Plan and which are in conformance with the General Plan.
 19. Any other proposed changes that are determined by the Director of ~~Planning or their designee Community Development~~ to be minor modifications.

10.4.34 Specific Plan Amendments

All Specific Plan modifications that do not fall under the umbrella of items addressed under the Substantial Conformance process shall require a Formal Amendment. Formal Amendments constitute the second category of modifications to the Specific Plan.

This Specific Plan was prepared pursuant to California Government Code 65450 et. seq. Amendments to the Specific Plan shall be processed in accordance with applicable requirements of law that include Sections 65450 et. seq. of the California Government Code.

Formal Amendments are subject to the review and approval of the City Council. The Planning Commission shall first hear and consider all applications for Formal Amendments to the Specific Plan and shall prepare a recommendation and findings to the City Council. In all cases amendments must be found to be in substantial conformance with the goals and standards of the Arboretum Specific Plan.

As required by the California Government Code, all agencies significantly affected by the Formal Amendment shall be notified of the proposed action prior to the approval of the Formal Amendment. In addition, and as required by the California Environmental Quality Act (CEQA), Formal Amendments to the Specific Plan shall be appropriately reviewed in accordance with the State CEQA Guidelines, with the City of Fontana serving as lead agency. Amendments may be requested at any time pursuant to Section 65453(a) of the Government Code. If the Amendment is deemed major by the Director of ~~Planning or their designee Community Development~~, it will be processed in the same manner as the original Specific Plan. Depending upon the nature of the proposed Specific Plan Amendment, a supplemental environmental analysis may be required, pursuant to CEQA, Section 15162.

APPLICANT INITIATED AMENDMENT

Any Formal Amendment to this Specific Pan initiated by an applicant shall require preliminary review by the City of Fontana Director of ~~Planning or their designee Community Development~~, filing of an official application and required materials supporting the amendment, submittal of a fee deposit, Planning Commission review and recommendation, and City Council review and final decision.



EFFECTIVE DATE

All Formal Amendments to this Specific Plan shall be adopted by ordinance and shall take effect 30 days after final adoption by the City Council **following the second reading.**

10.5 Boundaries of Land Use Designations

The boundaries of the land use designations are approximate and generally follow streets and property lines. Minor changes in boundary alignment and location are permissible with approval by the Director of **Planning or their designee Community Development.** However, the intended character and overall location of the land use categories must be maintained.

10.6 Transfer of Units and Square Footage

The ability to transfer residential units provides flexibility to respond to site constraints and market demands yet ensures that the overall goals of the Arboretum Specific Plan are maintained. The transfer of residential units and nonresidential square footage is allowable within the Specific Plan without an amendment, subject to the following criteria:

1. Any unused residential units from an entitled/developed Planning Area may be transferred to another residentially designated Planning Area.
2. Residential unit transfers are permitted to/from any residential planning area. Up to 10 percent of the **R-MF-R-PC 3.0-8.0** units in a particular residential planning area may be transferred to another **R-MF-R-PC 3.0-8.0** planning area, provided the maximum unit count for the Specific Plan as a whole does not exceed 3,532 units. Up to 15 percent of the **R-MF-R-PC 8.1-24.0** units in a particular residential planning area may be transferred to another **R-MF-R-PC 8.1-24.0** planning area, provided the maximum unit count for the **R-MF-R-PC 8.1-24.0** residential uses as a whole does not exceed 2,569 units.
3. Residential units may not be transferred into any nonresidential land use category (e.g., Public Park, Activity Center) except for the School

designation.

4. Nonresidential square footage may not be transferred into any residential land use category.
5. In the event that a school district does not choose to develop a school(s) within The Arboretum, the underlying land use will revert to a residential designation and can accept transferred residential units. In this case, the density transferred into the site will determine the underlying land use designation. The total number of units permitted in the entire Specific Plan area will not exceed 3,532; amenities and site plan/design review are subject to the discretion of the Planning Commission.
6. If the amount of units transferred results in an increase or decrease in the planning area's density to that of another land use category, then the land use designation and governing standards in that planning area shall be changed to match a corresponding land use category. As an example, if a density transfer increases density of the "receiving planning area" from 3.0 du/ac to 16.0 du/ac, then the 16.0 du/ac designation and standards shall apply and govern. Conversely, if the transfer decreases the density in the "sending planning area" from 16.0 du/ac to 3.0 du/ac, then the 3.0 du/ac designation and standards shall apply.
7. The maximum average adjusted gross residential density of 8.5 dwelling units per acre may not be exceeded without approval by the City Council.
8. With the exception of Item #7 above, density transfers shall be administratively reviewed and approved by the Director of **Planning or their designee Community Development.** The Director's **or their designee's** findings may be appealed to the Planning Commission and, subsequently, to the City Council.

10.7 General

1. Residential elevators contained entirely within a single residential structure may be permitted. Elevator shafts shall comply with the setback requirements for the main building and shall conform to the architectural style of the residential dwelling. The design, construction, installation,

alteration, repair and maintenance of residential elevators and their components shall comply with the requirements of the 2001 California Elevator Safety Construction Code, Title 24, Part 7.

2. In the event of a power outage, all entryway gates shall be programmed to automatically open, and remain open, to allow access to the area.
3. Supplemental acoustical analysis shall be submitted in conjunction with the design review application to verify that adequate structural noise protection will be provided in residences adjoining arterial roadways to meet the 45 dBA CNEL interior standard and that exterior noise levels for private open space as specified in the City's General Plan are met.
4. As specified in Chapter 5, all residential development with densities of 8.1-24.0 and all alley loaded products shall be within a 3-minute walk (800 feet assuming a walking pace of 3 miles per hour) of a barbecue and tot lot facility. The Director of **Planning or their designee Community Development** may approve a change in this distance by 50 feet.

10.8 School Sites

Two sites have been reserved for the development of schools. One 24.4-acre site is located at the intersection of Citrus Avenue and Casa Grande Avenue in the Meadows Village and the second site, 12.1-acres, is located at the intersection of Cypress Avenue and Duncan Canyon Road in the Resort Village (reserved for one elementary school). The schools are intended to serve students within the Fontana Unified School District.

The Developer and the Fontana Unified School District agree to use their commercially reasonable efforts to negotiate and execute a Mitigation Agreement for the Meadows Site within two years after the effective date of the ordinance adopting this Specific Plan's Development Agreement and EIR Certification, and to negotiate and execute a Mitigation Agreement for the Resort Site within 500 overall project building permits, terms and conditions mutually acceptable to District and Developer in their reasonable discretion. Should the District choose not to purchase the sites or, following good faith negotiations with the developer,

choose not to enter into a Mitigation Agreement on either site within the time frames identified above (unless an extension has been negotiated with the District and developer) the master developer will provide written notice to the City and the District. The portions of the school sites owned by the master developer (10.0-acres in the Meadows Village and 12.1-acres in the Resort Village) may then be made available for residential development subject to Planning Commission review.

If residential uses are developed in these areas, it should be noted that the units developed there, in combination with the remaining planning areas within the Specific Plan boundaries, may be developed with Medium Density Residential product and shall not exceed 3,532 units—the maximum number of units permitted by the Specific Plan.

10.9 Sustainable Best Practices

One of the reoccurring themes in the Arboretum Specific Plan is the creation of a sustainable and environmentally responsible community. As such, Table 10.1 Green Points Checklist, includes a series of sustainable best practices that should be implemented with each new development. These best practices include items such as: site development and landscaping, foundation, frame and roofing, plumbing, lighting and appliances, HVAC, energy performance, renewable energy, indoor air quality, resource efficient materials, and education and awareness, with a point value assigned to each. Projects are required to incorporate any combination of sustainable standards as defined in the table so long as the items selected total a minimum of 50 points.

Compliance with the Green Points Checklist will be verified by the City during the Design Review process. As a part of project submittal, builders will be required to submit an itemized list of sustainable standards implemented with each project to demonstrate that they meet the minimum 50 point requirement.

As new sustainable standards and technologies are created over time, the Green Points Checklist may be updated or revised without the need for a Specific Plan Amendment by the authority of the Director of **Planning or their designee Community Development**.



TABLE 10.1 GREEN POINTS CHECKLIST

Standard		Available Points
SITE AND LANDSCAPE		
1.a	Recycle Construction & Demolition Waste - 50% waste diversion	1
1.b	Recycle Construction & Demolition Waste - 51-75% waste diversion	1
1.a	Recycle Construction & Demolition Waste >76% waste diversion	1
1.d	Install Drought Tolerant Landscape - 1 pt for each 25% of plants that are drought-tolerant	4
1.e	Minimize Turf Areas - 1pt. for a 25% Reduction in Turf Area (1 pt. for each additional 25%)	4
1.f	Do not use invasive plant species	1
1.g	Create a shading Plan to Maximize Shade and Reduce Heat Island Effect	1
1.h	Install low-flow drip Irrigation Systems and/or Low-flow Irrigation Sprinklers	1
1.i	Use Reclaimed Water for Public and Common Area Landscape	1
1.j	Install Irrigation Controllers that are Based on Weather Signal or Moisture-Sensor	1
1.k	Install Permeable Pavers for Patios, Porches & Driveways	1
Subtotal: Site and Landscape		17
FOUNDATION, FRAME, AND ROOFING		
2.a	Incorporate a Minimum of 20% Fly Ash or Slag Cement in Concrete	1
2.b	Incorporate a Minimum of 25% Fly Ash or Slag Cement in Concrete	1
2.c	Install Termite Shields & Separate All Exterior Wood to Concrete Connections by Metal or Plastic Fasteners/Dividers	1
2.d	Use Engineered Lumber for Beams and Headers Larger than 4x6	1
2.e	Use Engineered Lumber for I-Joists and Web Trusses	1
2.f	Use Engineered Lumber-Sheathing (Oriented Strand Board)	1
2.g	Use Roofing Materials with 40 year Warranty, or greater	1
2.h	Use Steel Studs or at least 25% of Wood Studs are FSC Certified Lumber	2
2.i	Use Steel Studs or at least 50% of Wood Studs are FSC Certified Lumber	1
Subtotal: Foundation, Frame, and Roofing		10

Standard		Available Points
P L U M B I N G		
3.a	Install On-Demand (Tankless) Hot Water Heaters	3
3.b	Install Low Flow Showerheads (< 1.8 gpm)	1
3.c	Install Water Efficient Kitchen & Bath Faucets (<1.8 gpm)	1
3.d	Install Water Efficient Toilets (Dual-flush or <1.3 gpf)	1
Subtotal: Plumbing		6
L I G H T I N G A N D A P P L I A N C E S		
4.a	Install Pin Type Compact Fluorescent Lamps for all Hardwired Interior Fixtures	1
4.b	Install Pin Type Compact Fluorescent Lamps for all Hardwired Exterior Fixtures	1
4.c	Install Timer or Photo-sensor Controls for all Exterior Lighting	1
4.d	Install Energy Star Dishwashers	1
4.e	Showcase in Model and Offer or Install Energy Star Clothes Washing Machines	1
4.f	Showcase in Model and Offer or Install Energy Star Refrigerators	1
4.g	Showcase in Model and Offer or Install Energy Star Air Conditioner	1
Subtotal: Lighting and Appliances		7
H V A C		
5.a	Test all Ductwork for Leakage	1
5.b	Install Radiant Barrier	1
5.c	Certified Insulation Inspection	1
5.d	Seal Ducts During Construction and Flush Out Ducts Prior to Occupancy	1
5.e	Install at least Two EnergyStar Ceiling Fans in each Home	1
5.f	Protect South Facing Windows with trees, Awnings, Eaves, or Overhangs	1
5.g	Install HVAC Systems with Non-HCFC Refrigerants	1
5.h	Install High Efficiency HVAC Filters (MERV 6 or higher)	1
5.i	Vent Range Hoods to the Outside	1
5.j	Add "summer switch" to provide exterior makeup air to mechanical ventilation	1
5.k	Install Carbon Monoxide Alarms in each Home	1
5.l	Install Energy Star Bathroom Fans with Motion Sensor or Timer Control	1
Subtotal: HVAC		12

Standard		Available Points
ENERGY PERFORMANCE		
6.a	Exceed Title 24 current standards (at time of plan check) by at least 5% - 5 pts total	5
6.b	Exceed Title 24 current standards (at time of plan check) by more than 5% - 1 point for each additional % beyond T-24 up to 15%	10
6.c	Achieve Energy Star Home Certification	3
Subtotal: Energy Performance		18
RENEWABLE ENERGY		
7.a	Provide Pre-Approved Photovoltaic System Attachment Detail	1
7.b	Install Conduit to the Roof for Photovoltaic System in each Home	1
7.c	Install Solar Water Heating Systems in each Home	2
7.d	Install Photovoltaic (PV) Panels: 3 points for each 1KW per Home	6
Subtotal: Renewable Energy		10
INDOOR AIR QUALITY		
8.a	Use Low VOC interior Paints: (<=50gpl flat & non-flat)	1
8.b	Showcase in Model and Offer Zero VOC Interior Paints: (<=5 gpl)	1
8.c	Use Low VOC Water-Based Wood Finishes (<=150 gpl)	1
8.d	Use Low VOC Construction Adhesives (<=50 gpl)	1
8.e	Use Composite Wood Products with No Urea Formaldehyde for Subflooring	1
8.f	Seal all Exposed Edges of Particle Board	1
8.g	Use Only Formaldehyde-Free Wood Products for Cabinets, Shelving and Interior Trim	1
8.h	Showcase in Model and Offer or Install CRI Green Label Certified Carpet	1
8.i	Use Only Formaldehyde-Free Insulation	1
8.j	Tightly Seal the Air Barrier between Garage and Living Area	1
Subtotal: Indoor Air Quality		10

Standard		Available Points
RESOURCE EFFICIENT MATERIALS		
9.a	Showcase in Model and Offer or Install Carpet with 25% or Greater Recycled-Content	1
9.b	Showcase in Model and Offer or Install "Green" Flooring Options: FSC Certified Wood, Reclaimed Wood, Natural Linoleum, Bamboo, or Cork (1pt/100 sf, 3pt. max.)	3
9.c	Use Recycled Plastic Materials for Exterior Decking	1
9.d	Use 10% Local Materials that are Extracted, Harvested, or Recovered as well as Manufactured within a 500 mile radius	1
Subtotal: Resource Efficient Materials		6
EDUCATION AND AWARENESS		
10.a	Incorporate Green Point Checklist in Blueprints	1
10.b	Builder Participation in marketing and educational campaign to include a homeowner's manual which describes the green building and energy efficiency measures incorporated into the home, and provides guidelines on how to maintain and optimize the green performance of the home.	3
Subtotal: Education and Awareness		4
POTENTIAL ALTERNATIVE POINTS		
Provide Available Innovation Credits for Builders		
GRAND TOTAL POINTS		100
GREEN POINTS REQUIRED		50



10.10 Severability

If any section, subsection, sentence, clause, or phrase of this Specific Plan, or future amendments or additions hereto, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this plan.

10.11 Specific Plan Termination

If after a period of 60 months from the effective date of this Specific Plan, no actions have been taken by the applicant to develop in accordance with the provisions of this plan, the city, after publishing a concurrent 30-calendar-day notice and mailing a 30-calendar-day notice to the applicant, property owner(s), and property owners within 660 feet of the Specific Plan boundaries, may declare the plan null and void. Actions that would demonstrate that the applicant is in the process of developing a plan are the recording of a final tract map or parcel map or the securing of a valid grading or building permit and initiating actual construction such as to qualify vested rights.

10.12 Public and Private Improvements – Maintenance Responsibility

The public and private improvements constructed within The Arboretum will be maintained through a combination of public and private entities, as described below.

10.12.1 Public Maintenance

- All streets within the specific plan area that are dedicated as public streets to the City will be maintained by the City.
- All regional trails will be maintained by the City.

- Public streets within Southern California Edison–owned property will be maintained by the City.
- Landscape improvements within the public street rights-of-way and all public streetlights will be installed by the developer and maintained through a landscape and lighting district or some other special maintenance district established by the City.
- On-site infrastructure improvements such as water, sewer, and storm drain facilities within the public streets or easements dedicated to the City shall be constructed by the developer and, upon acceptance, maintained by the designated utility provider.
- Off-site infrastructure improvements such as water, sewer, and storm drain facilities shall be constructed by the developer and maintained by the designated utility provider.
- All proposed lettered lot dimensions are subject to Planning and Engineering review.

10.12.2 Homeowners Association Maintenance

A masters homeowner association (HOA) and subassociations will be established for the maintenance of areas and improvements designated as private.

- All streets, drives, and alleys that are dedicated as private within the specific plan area will be maintained by a homeowners association.
- Landscaping of front yard areas for detached and attached residential cluster products (excluding private patio and porch areas) shall be maintained by the HOA. Conventional front-loaded lots are excluded from this requirement.
- All community trails on site will be constructed by the developer and maintained by a homeowners association.
- Community trails within Southern California Edison–owned property will be constructed by the developer and maintained by a homeowners association or the City.
- Landscape improvements within right-of-way areas designated as private such as streets, drives, alleys, parks, and common areas (e.g. courts,

landscaping, sidewalks) will be maintained by a homeowners association.

- All neighborhood parks and their associated landscaping, hardscape, (e.g. sidewalks, curb and gutter) and recreational facilities will be maintained by a homeowners association.
- The applicant shall employ a certified professional manager or management company to provide maintenance, security, and other services. The professional manager or management company shall be California Association of Community Managers (CACM) certified or equivalent.
- All proposed lettered lot dimensions are subject to Planning and Engineering review.

10.12.3 Utility Easement /Corridor Maintenance

All areas within Southern California Edison (SCE) owned property that do not include any project improvements (e.g., roadways, landscaping, trails) will be maintained by SCE.

10.13 Financing Mechanisms

Various techniques are available for financing the required improvements for the Arboretum Specific Plan project. A detailed financing plan is required in order to successfully implement the improvements and programs proposed by The Arboretum Specific Plan. Along with establishing specific goals and policies, the financing plan analyzes a series of methods to finance infrastructure and other improvements, recommend preferred alternatives, and develop a process for enacting financing methods. The appropriate mechanism for each particular improvement shall be tied to the phasing, established Conditions of Approval and site plan/design review approval. The following is a summary of methods that will be used to finance Specific Plan improvements.

10.13.1 Development Agreements

A development agreement is a tool for establishing a vested right to proceed with development in conformance with the policies, rules, and regulations in effect at

the time of approval (California Government Code Section 65864). Development agreements provide a developer with assurances for a specified length of time that his/her project may proceed as originally approved, and not be affected by future changes in land use regulations. A specific plan facilitates the administration of a development agreement by separating the development policies and regulations applied to a project site from those of the jurisdiction as a whole. This enables a local agency to revise its jurisdiction-wide plans and ordinances without affecting the policies and regulations “frozen” by an agreement. A specific plan adopted with an associated development agreement would only be amended when corresponding changes are made to the agreement. To achieve the timely and successful implementation of the Arboretum Specific Plan, a Development Agreement will be prepared that incorporates the phasing of the Specific Plan and provides for the financing of infrastructure. The Development Agreement will be forwarded to City Council for approval along with The Arboretum Specific Plan.

10.13.2 Public Financing

Typically, financing of project improvements is based upon a combination of public and private methods. Public funds are used to finance community-wide public improvements such as urban arterial, major and collector streets, schools, parks, and other infrastructure elements. Private funds are generally used to finance facilities or infrastructure within the project boundaries that serve the commercial or residential uses proposed as part of the project development.

It is intended that public financing be used to fund infrastructure improvements through such mechanisms as Special Assessment Districts or Community Facilities Districts (CFDs). By using public conduit financing, no burden will be placed upon existing development within the City of Fontana to fund improvements in the Arboretum Specific Plan project.

MELLO-ROOS COMMUNITY FACILITIES DISTRICT (CFD)

A Mello-Roos Community Facilities District (CFD) may be created to fund infrastructure and other public improvements of a much broader type than those that can be funded by traditional Special Assessment Districts. Not only improvements that have direct benefit, but improvements that have general benefit



such as schools, police stations, fire stations, and libraries can be constructed with proceeds from CFD bonds as well as streets, water lines, and other traditional types of public improvements.

Additionally, CFDs can be formed for the purpose of public facility maintenance. When a CFD is formed, bonds may be issued that are sold to private investors who purchase them for tax-free interest income. A CFD can be formed and either the property owners or registered voters (depending upon the type of CFD created) authorize bonds to be sold to generate capital for the initial infrastructure improvement costs. The money raised through the bond sale becomes the debt obligation of the CFD. That debt service on the bonds is repaid by the levy of a special tax on property within the CFD. Those bonds are sold to private investors who purchase them for tax-free interest income and the money raised through the bonds becomes a debt obligation of the CFD. The usual term for such bonds may run anywhere from 20 to 40 years.

SPECIAL ASSESSMENT DISTRICT

A Special Assessment District is a type of benefit district that may be formed by the City to encompass a defined and limited geographic area. The City may form a Special Assessment District under one of several different statutory acts to construct public improvements such as streets, storm drains, sidewalks, streetlights, sewers, parks, landscape, and other similar capital facilities. The Special Assessment District can then issue bonds to finance those improvements and to levy a special assessment to pay debt service on those bonds.

A Special Assessment District may fund improvements within the entire Specific Plan area or within smaller Planning Areas in the Specific Plan where special improvements directly benefiting only certain property owners are constructed. Special Assessment Districts may only be used to pay for projects that are of specific and direct benefit to the property owner being assessed. The amount of the assessment must directly relate to the amount of benefit received by the property owner.

TAX INCREMENT FINANCING

Tax increment is a method of financing available for redevelopment projects. When a property is located within a redevelopment area for which tax increment bonds are issued, a base property year is established by which the property tax levels are frozen at base year limits for distribution to the various public agencies entitled to receive property tax revenues. The spread between the subsequent additional tax revenues generated by increased property values due to redevelopment and the tax that would have been generated during the base year is the “tax increment” which can be used for redevelopment purpose to pay the debt service on the tax increment redevelopment bonds.

LANDSCAPING AND LIGHTING DISTRICTS

Landscaping and Lighting Districts (LLD) may be used for installation, maintenance, and servicing of landscaping and lighting, through annual assessments on benefiting properties. LLDs also may provide for construction and maintenance of appurtenant features, including curbs, gutters, walls, sidewalks or paving, and irrigation or drainage facilities. They also may be used to fund and maintain parks above normal park standards maintained from general fund revenues.

10.13.3 Surface Transportation Program (STP) Funds

The passage of the Intermodal Surface Transportation Efficiency Act of 1991 provides funding to strengthen the national transportation system through enhancement projects. Transportation enhancement activities include: pedestrian and bicycle facilities, acquisition of scenic and historic sites, scenic and historic highway programs, landscaping, rehabilitation of historic transportation facilities, preservation of abandoned transportation corridors, archeological planning and research, control and removal of outdoor advertising, and mitigation of water quality impacts from roadway runoff.

10.13.4 Community Development Block Grants (CDBG)

These grants, issued from the Federal Housing and Urban Development Department (HUD), are available to areas in which at least 50 percent of the households have a low to moderate income.

10.13.5 General Obligation Bonds

In 1986, California voters approved Proposition 46, restoring the ability of local governments and school districts to issue general obligation (G.O.) bonds. G.O. bonds require approval by 2/3 of the jurisdiction's voters and are used to finance the acquisition and construction of public capital facilities and real estate (see §§29900 et seq., 43600 et seq., and Education Code §§15100 et seq.). G.O. bonds are repaid through an increase in the ad valorem property tax levied by the issuing jurisdiction. G.O. bonds may be used to fund such things as schools, libraries, jails, fire protection, and capital improvements.

10.13.6 Developer Funding

In many cases, certain on-site facilities are tied directly to individual projects. In these cases, it is reasonable to expect the developer (or property owner) to pay the entire costs of the facility in order to secure development rights. On-site local streets, utility connections from main trunk lines, and drainage facilities are good examples of facilities that are normally required concurrent with development of an individual parcel funded by the developer.

10.13.7 Other Funding Sources

There may be other sources available to finance improvement projects, such as special assessment districts, government grants, or various types of bonds not listed above that may be used to fund improvements.



This page intentionally left blank.



Appendix A

General Plan Consistency

The Arboretum Specific Plan has a direct relationship to the City of Fontana General Plan and provides site-specific, detailed descriptions of regulations, standards, and guidelines for implementing General Plan goals and policies. To achieve this, the Specific Plan must demonstrate that it is consistent with the General Plan. The California Government Code states that a *“Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan, and further, that it may not be adopted or amended unless found to be consistent with the General Plan.”*

Consistency with the General Plan is achieved when the various land uses within the Specific Plan are compatible with the goals, policies, and general pattern of land uses contained in the General Plan. Consistency is defined as follows: “An action, program, or project is consistent with the General Plan if, considering all its aspects, it will further the objectives and policies of the General Plan and not obstruct their attainment.” This statement from the Governor’s Office of Planning and Research (OPR) describes how a Specific Plan should be consistent with the General Plan.

A detailed discussion of the conformance of this Specific Plan with applicable goals and policies in the elements of the General Plan is contained in this Appendix.

A.1 Land Use

Goal 1: Land use in our community is balanced between residential, commercial, industrial, open space, and recreational land uses that are developed to high standards of quality and provide diverse economic, social, and cultural opportunities for our citizens and those who wish to invest here.

Consistency: The Arboretum Specific Plan supports logical, balanced growth in the northern Fontana area. To accommodate the variety of residential product types proposed for the community, all areas of the Specific Plan will be designated R-MF (Residential Multifamily) except ~~18.18-8~~ acres in the Resort Village (which will be designated C-C) and 31.2 acres reserved for the Southern California Edison easement.

The R-MF General Plan land use designation will allow development of all residential densities up to, but not exceeding 24.0 dwelling units per acre as identified in the General Plan. The R-MF designation includes the development of lower density residential uses so long as the proposed densities do not exceed the maximum allowable density in the R-MF land use category, which is 24.0 dwelling units per acre. It should be noted that the R-MF General Plan designation does not entitle the entire specific plan area to be developed at a density of 24.0 dwelling units per acre; residential densities must be consistent with the land use plan identified in Figure 4.2, *Overall Land Use Plan*, which provides a mix of low, medium and high density residential planning areas. In addition, any development proposed must not exceed the maximum dwelling units permitted for the entire specific plan area (3,5~~3226~~ total).

Each village will be developed at a different average adjusted gross density to accommodate a wide variety of product types. The residential densities are further defined in Chapter 4.6 of the Specific Plan. In addition, the Commercial Activity Centers will be designated C-C (Community Commercial) and the utility easement to the northwest of the project site will retain a General Plan Land Use designation of P-UC (Public Utility Corridor). The Meadows Village will be developed at an average adjusted gross density of 4.5 du/ac. The Gardens Village will be developed with an average adjusted gross density of 7.7 du/ac. The Resort Village will be developed at an average adjusted gross density of ~~10.7+1-2~~ du/ac and the Arboretum

Village will be developed at an average adjusted gross density of ~~15.6+6-0~~ du/ac. In addition, the Commercial Activity Center will be designated C-C (Community Commercial) and the utility easement to the northwest of the project site will retain a General Plan Land Use designation of P-UC (Public Utility Corridor).

The development of the Specific Plan area accommodates a diverse range of densities and residential products including town homes, detached condos, motor courts, triplexes, and single-family detached homes. The residential villages, Activity Center, and recreational amenities of The Arboretum are compatible with adjacent existing and proposed surrounding land uses, including the future Corporate Corridor northwest of the project site. In addition, The Arboretum Specific Plan provides infrastructure improvements for the northern Fontana area.

Consistent with nearby planned communities in north Fontana, The Arboretum Specific Plan features a wide array of high quality amenities including a hierarchy of parks and recreational facilities, theme landscaping, recreational trails, schools, and a recreation center. The integration of a signature open space, parks, and recreational amenities also supports the goals of the General Plan. The high quality design attributes of The Arboretum, such as enhanced streetscapes and pedestrian paseos, have the potential to enhance surrounding property values and create positive fiscal impacts in the City. In addition, opportunities to create the foundation of the community's social infrastructure are established by linking school facilities to the special parks, trails and recreational amenities in the Specific Plan.

The community contains an internal road and pedestrian paseo system that joins the various residential areas to the project's public and private facilities, supporting the City's Healthy Fontana initiatives.

Goal 2: Quality of life in our community is supported by development that avoids negative impacts on residents and businesses and is compatible with, and enhances, our natural and built environment.

Consistency: With carefully designed landscaped buffers and parkway improvements along perimeter roadways, The Arboretum blends into the existing natural and built-out areas of north Fontana. Amenities within each village will address the

community's recreation needs, with an emphasis on the pedestrian and open space. The Arboretum will also provide additional residents to support local businesses near the project area, including the future Corporate Corridor.

The Arboretum's perimeter landscape treatments, theme walls, and entry monumentation will visually enhance the area. In addition, the project's inherent walkability and accessible open space and recreational facilities will actually minimize vehicle trips and resulting emissions.

Within The Arboretum, signature parks, open space and recreational amenities promote an active lifestyle and opportunities for lifelong learning and environmental education. In essence, the balance between the built and natural environment is achieved through weaving an arboretum programmatic concept throughout all amenities.

Goal 3: Our community is developing in a unified, orderly, logical, environmentally sound manner, which ensures that the City is unified and accessible to all residents, and results in economically sound commercial areas, vibrant neighborhoods, and jobs-rich centers.

Consistency: Development of The Arboretum will place more homes near new jobs envisioned as part of the Corporate Corridor. Proximity of jobs to housing minimizes trips and keeps residents working in the community in which they live, creating a complimentary relationship.

Also, the Activity Center proposed in The Arboretum Specific Plan will be supported by surrounding residential uses and provide needed neighborhood services close to homes.

Improvements to perimeter roadways, as well as new sidewalks, intersection treatments, and parkway landscaping, will physically connect The Arboretum to surrounding neighborhoods. The Community Trail maintains regional access to open space areas by connecting the Southern California Edison utility easement to The Arboretum. The high quality landscape plan for The Arboretum will add a strong aesthetic component at the northern gateway to the City.

In combination, the four villages of The Arboretum form a larger comprehensive master planned community that coordinates individual parcels of land and avoids piecemeal development of the area.

Goal 4: The quality of life and economic vitality in our City's core areas are enhanced by strategic infill of new development and revitalization of existing development.

Consistency: As one of the largest remaining undeveloped areas in North Fontana, the addition of a highly amenitized, aesthetically pleasing residential community enhances Fontana's growing reputation as a City attracting quality residential development. The addition of over 3,500 housing units will provide new residents to energize the City's commercial and office areas, especially the future Corporate Corridor.

A.2 Circulation

Goal 1: A balanced transportation system for Fontana is provided that meets the mobility needs of current and future residents and ensures the safe and efficient movements of vehicles, people, and goods throughout the City.

Consistency: The Arboretum Specific Plan is consistent with the Circulation Element of the General Plan with minor modifications. The Specific Plan provides for parkway improvements including new sidewalks and landscape areas to perimeter roadways. The Arboretum Specific Plan also maintains the basic roadway network of surrounding primary and secondary highways, and will not impede vehicular movement along Citrus Avenue and Sierra Avenue, major transportation routes for vehicular and truck mobility.

The Specific Plan requires that Terra Vista Street as it connects to Cypress Avenue, west of Sierra Avenue, be deleted from the City of Fontana's Circulation Master Plan (June 12, 2007). The Specific Plan upgrades the current roadway classification for Duncan Canyon Road from a Secondary Highway to a Modified Primary Highway to be consistent with the roadway design identified west of Citrus Avenue. The Specific Plan also upgrades the roadway classification for Cypress Avenue north of Duncan Canyon Road to Grapeland from a Secondary Highway to a Modified Primary Highway. South of Duncan Canyon Road, Cypress remains a Secondary Highway. The Specific Plan also changes Grapeland Street from Cypress Avenue to Sierra Avenue from Collector Street (Alignment Undetermined) to Collector



Street. All other General Plan roadway classifications will remain unchanged in the project area.

Direct access from private residential properties in The Arboretum to adjacent arterials will be restricted. Individual properties in The Arboretum may be accessed via private roads and entryways and public roads located perpendicular to adjacent arterials. These private streets allow internal access and circulation within the gated residential area of the Specific Plan. Through a system of well-spaced community entries at enhanced intersections, efficient mobility is ensured. Ample resident and guest parking is provided within the community, preventing spillover street parking along existing and planned arterials. No parking will be permitted on Citrus Avenue, Sierra Avenue, Grapeland Street, Casa Grande Avenue, Duncan Canyon Road or Cypress Avenue.

The collector roads within The Arboretum are designed to keep traffic moving at safe speeds with a minimum of through traffic and intersections. The use of tandem parking, rear-loaded designs, and shared driveways is also encouraged to further limit access to collector streets to ensure efficient vehicular flow. Within the villages of The Arboretum, enhanced intersection design and frequent neighborhood entries encourage slower traffic speeds for internal circulation. Traffic calming measures such as roundabouts, differentiated paving patterns, and bulbouts for pedestrian safety are encouraged, especially near recreational amenities.

The Arboretum Villages are internally oriented which encourages an active lifestyle of walking, hiking and recreation. Its extensive system of pedestrian paseos, park corridors, and greenways encourages walking and the safe movement of children to the schools, community recreation center and other parks and recreational amenities.

Goal 3: A circulation system is provided that reduces conflicts between commercial trucking, private/public transportation, and land uses.

Consistency: The predominantly residential nature of The Arboretum lends itself to fewer conflicts with commercial trucking operations than other areas of the City. However, Sierra Avenue is identified in the Fontana General Plan as a primary trucking route for the City and has been designed to minimize the opportunity

for potential pedestrian and vehicular traffic conflicts through the provision of enhanced intersections, landscape buffers, raised medians, and appropriate roadway widths. The design of the circulation system will reduce conflict between vehicular movement along internal roadway traffic and pedestrian and bicycle activity within The Arboretum. There will be no residential driveway access to major, primary and secondary highways or collector streets. This helps maintain an orderly flow of traffic on Citrus Avenue, Sierra Avenue, Cypress Avenue, Duncan Canyon Road, Casa Grande Avenue, and Grapeland Street. The Arboretum will also have an internal trail network.

A.3 Housing

Goal 1: A wide range of housing units by location, type of unit, and price is provided in our City to meet the existing and future needs of Fontana residents.

Goal 2: We promote equal opportunity for all residents of our City to reside in the housing of their choice.

Consistency (Goals 1 and 2): The Arboretum master planned community will help fill the housing needs of a rapidly growing region of San Bernardino County. The Arboretum Specific Plan increases the City's existing housing stock by introducing a variety of housing opportunities such as town homes, detached condos, motor courts, triplexes, and single-family detached homes. An assortment of detached and attached residential homes will be provided to achieve a complementary mix of housing types that will appeal to a range of future home buyers at varying economic levels, life stages and lifestyles.



A.4 Community Design

Goal 1: Our City has a unified overall community image and appearance, with distinct districts and neighborhoods.

Consistency: The Arboretum Specific Plan has an attractive, orderly, and walkable design theme that is compatible with its surroundings and enhances the aesthetics of its location in north Fontana. Enhanced entry monumentation and gateway features—as well as village entries that carry the same theming and materials throughout the community—contribute to a unified community image. The four villages that make up The Arboretum each enjoy their own individual identity, with different housing options and recreational amenities creating distinct character in each village. Subtle changes in grade throughout the project will differentiate neighborhoods and identify signature recreation areas. The four villages of The Arboretum are also coherently unified through a landscape program for the overall community.

The proposed parks and amenities plan (found in Chapter 5), circulation and streetscape design (presented in Chapter 6), and design guidelines and landscape (located in Chapter 7) are attractive from both within and outside of the community, and the proposed landscape palette helps to provide a consistent image throughout the project area. Improvements to adjoining parkways include enhanced intersections, formal tree plantings, and landscape buffers. The installation of landscaping treatments and building setbacks will separate new homes from adjacent arterials. Specialized landscaping and recreational amenities customized for each village will help give The Arboretum a distinct identity. Chapter 7 of the Specific Plan contains design guidelines that will define the community's character.

Goal 2: We preserve and use our open spaces as recreational amenities, visual boundaries, and view corridors.

Consistency: The four villages of The Arboretum will provide recreational amenities customized to the unique needs and lifestyles of their residents. The Arboretum community preserves over 30 acres of open space as recreational amenities in the form of neighborhood and community parks. The Arboretum Park at the core of the community serves as a landmark feature and a visual identifier to visitors.

The 31.2 acre SCE easement is also preserved as open space and will continue to

serve as a visual boundary while preserving view corridors northwest of the site. Through coordination with SCE, portions of the easement can possibly be utilized for uses such as community gardens, nursery, or organic farming. Figure 5.9A illustrates how the Arboretum park connects to the SCE easement to provide a linkage to the proposed regional trail.

Goal 3: The major arterial thoroughfares of the City contribute to the overall image and diverse character of the community.

Consistency: The landscaping and design standards (Chapters 5 and 7) for the major arterials of The Arboretum Specific Plan provide visual consistency and uniformity for the entire project area and seamlessly integrate the specific plan area with surrounding uses. The special landscape treatments, intersection treatments, and entryway features (landmark landscaping and gatehouse structures) will also serve as a visual northern gateway into the City of Fontana.

As identified in the City of Fontana General Plan, Sierra Avenue is a major north-south transportation corridor for the City and is designated as a major highway and a major truck route. Therefore, the landscaping chosen for this arterial has the opportunity to both identify The Arboretum as a quality community and to enhance the aesthetic impact of this stretch of road for the City as a whole. Proposed landscaping for Sierra Avenue includes a 20-foot median with large scale trees, flowering accent trees and shrub plantings. This landscaping is mirrored on the project side of Sierra Avenue, which includes a 22-foot landscape area with large scale evergreen and deciduous trees, flowering accent trees, and a variety of shrub plantings along with a 6-foot pedestrian sidewalk. The tree plantings will be formally and informally spaced, offering the feel of The Arboretum's "living landscape" as one approaches the community from this major arterial. The proposed landscaping for other major project arterials, including Citrus Avenue, Casa Grande Avenue, and Grapeland Street, incorporates similar landscaping as proposed for Sierra Avenue appropriate to the street hierarchy.



Goal 5.1: Existing and new development reflects extensive use of high quality, contemporary design, incorporating unifying, community-wide design elements.

Consistency: The Arboretum will be distinguished for its high quality design standards for architecture, public facilities, and landscaping. The tremendous variety of its residential neighborhoods will feature attractive, well-articulated architecture that relates to the street in a pedestrian-friendly environment. Shared driveways and parking courts will minimize disruptions to the sidewalks, and single and attached residential products will feature attractive façade detailing, high quality building materials, and complementary color palettes.

The Arboretum will enhance the City's quality landscape standards by providing improvements along Citrus Avenue, Sierra Avenue and other perimeter roadways. These improvements include enhanced intersection treatments, ornamental windrows and decorative paving, and enhanced parkway design featuring formal tree groupings, and parkway plantings. These landscape improvements are a net plus for the City and will create an attractive, visually patterned experience as one travels the development's adjacent arterials.

The development of The Arboretum will be linked to a new community recreation center, schools, park, and a trail network. The single family attached and detached residential units envisioned for this project will have an emphasis on indoor/outdoor living—further supporting the arboretum theme. The architectural styles and assortment of gardens included in each village will be reflective of the residential product type and lifestyle associated there. For example, amenities near schools and single family homes may include tot-lot facilities, while amenities associated with attached homes may include barbecues, gazebos, and putting greens.

The aesthetic character of The Arboretum, including architecture, landscaping, walls and fences, and signage, are described in the design guidelines defined by Chapter 7 of the Specific Plan. These design guidelines assure that The Arboretum will be developed in accordance with a certain quality and character. A menu of architectural styles is provided in Chapter 7 that provides specific design guidance for the desired architectural character and quality of The Arboretum.

Goal 5.2: Neighborhood organization and design reflect diverse and high quality development standards, strong integration into the broader community, and energy-efficient environmental siting standards.

Consistency: The Arboretum Specific Plan community incorporates a variety of residential products and an extensive parks and recreational network, and its design guidelines will ensure high quality architecture, streetscapes, and recreational amenities. The pedestrian paseo network is linked to the regional trail system, and the development's site planning will incorporate the latest design standards in energy efficiency and reduction of urban run-off, such as solar orientation of homesites and green infrastructure.

A variety of parks, with many sizes and offering various amenities, are strategically located throughout each of the four Arboretum Villages. In addition, pedestrian paseos promote walkability and enhance the pedestrian experience of the project. In these ways, residents and visitors are always near open space and recreational opportunities.

A principal feature of The Arboretum Specific Plan is the tremendous variety of its residential products and resulting villages. The community offers residents a wide array of floor plans, garage orientations, and architectural styles. Each planning area will feature its own unique architectural palette in units ranging from single-family homes, detached condos, apartments, townhouses, and motor courts. High standards of design quality and architectural detailing will create streetscapes of complementary color, varied rooflines, and visual interest.

The varied villages within The Arboretum Specific Plan not only provide an array of housing options for prospective residents, but also result in an interesting and diverse set of streetscapes within the community. Within each neighborhood, there are a variety of floor plans and building footprints to prevent visually monotonous plans. In addition, the various planning areas allow for different parking and driveway designs, including shared driveways, parking courts, tandem parking, and, in some cases, rear-loaded garages. These options enable street-facing architecture and fewer interruptions along the sidewalks, reinforcing the pedestrian orientation of the plan. Front doors of homes oriented toward local roads are encouraged to further contribute to a varied and interesting streetscene. In addition, the mix of densities and product types also leads to more efficient use of land in the area.



Goal 5.3: *Activity centers, including shopping centers, contain a high level of pedestrian amenities, distinct and varied architectural details, and careful integration into surrounding residential areas.*

As discussed in Chapter 7, *Design Guidelines and Landscape*, usable, pedestrian-oriented public space is encouraged within the fabric of the built environment of the Activity Center. Amenities such as benches, shade trees, fountains, and other design features are encouraged. Variations in materials and colors are encouraged in the architecture of the activity center, and design features to reduce massing and create a more pedestrian-friendly scale are suggested. Pedestrian access to the Activity Center will be provided through walkways that link up to the pedestrian paseos planned along Sierra Avenue.

Goal 6: *Conflict and spillover effects at the interface of differing land uses are minimized with appropriate design standards.*

Consistency: The Plan's proposed schools are adequately buffered from surrounding arterials but conveniently located for public access. It is envisioned that convenient drop-off areas and pedestrian pathways will be located around the school sites. The Activity Center will be buffered from surrounding residential uses by landscaped walls and other features. The remainder of uses are predominately residential; therefore, it is anticipated that there will be minimal conflict between uses, as they are similar in nature.

A.5 Economic Development

Goal 1: *A sustainable balance of residential, commercial, and industrial uses supports our City's economy.*

Consistency: The Arboretum Specific Plan supports the General Plan goal of a sustainable blend of land uses by providing a range of housing types, school facilities, and extensive recreational amenities. Based on surrounding land uses, this carefully planned community of villages is a logical use for this area in north Fontana. By providing quality housing for a range of households and improving arterial connections in the area, The Arboretum supports the adjacent land uses of the area and the City in general.

The Specific Plan encourages a variety of housing types. The Arboretum will also have a variety of amenities including several recreation centers, schools and parks, a pedestrian paseo and trails network, and open space as reflected in Chapter 4, *Community Structure* and Chapter 6, *Arboretum, Gardens and Parks Program*.

Although no industrial uses are located within the project area, the proposed residential uses will support the future Corporate Corridor northwest of the project site that will offer a signature office/business park/industrial environment for the City. The Arboretum Specific Plan complements the emerging development context within north Fontana, contributing to a jobs-housing balance within the City.

The Arboretum contributes to the economic well-being of the City by offering quality development that will provide an employment pool and new residents to support commercial businesses. The Activity Center located along Sierra Avenue will offer quality neighborhood-serving commercial uses that will be convenient to residents of The Arboretum and surrounding residential areas.



A.6 Public Facilities, Services and Infrastructure

Goal 1: *High quality schools with adequate physical capacity are provided in all areas of our City.*

Consistency: Educational opportunities are a cornerstone of The Arboretum community. Schools are a part of a community's social fabric at many levels, serving as centers of learning, employment, and social interaction. The integration of two new school facilities are envisioned for The Arboretum and will be linked to the surrounding neighborhoods not only physically, through the community trails network, but also through extended educational opportunities.

The school sites, located at the northeast corner of Citrus Avenue and Casa Grande Avenue and the northeast corner of Duncan Canyon Road and Cypress Avenue, function as the cornerstones of the villages in which they are situated. Both sites are under the jurisdiction of the Fontana Unified School District. Pedestrian connections tie the schools into the community and their strategic locations will be within walking distance for most, if not all, students within The Arboretum. It is envisioned that, to the extent practicable and subject to available funding, the school facilities will be developed using sustainable building practices, and, subject to District approval, may allow after-hours use of classrooms for classes or meetings or use of recreational facilities for after-school sports programs.

Goal 2: *Our law enforcement and fire protection services meet our population's public safety needs and contribute to a sense of safety and high quality of life in our community.*

Consistency: Additional units generated by The Arboretum Specific Plan will require the need for additional police and firefighters. The City collects a Municipal Services Fee per dwelling unit to fund new officer and firefighter demands generated by The Arboretum community.

Goal 4: *Health care services in our City are accessible and comprehensive, meeting the*

needs of all segments of the population.

Consistency: Residents of The Arboretum will be served by the Kaiser Permanente Fontana Medical Center located at 9961 Sierra Avenue in Fontana. Other health facilities in the area include several Kaiser Permanente Medical Care Centers located throughout Fontana, the Sierra San Antonio Medical Plaza located at 16465 Sierra Lakes Parkway, and the Arrowhead Family Health Center located at 16854 Ivy Avenue.

Goal 5: *Careful planning ensures the timely, logical, and cost-effective development of infrastructure facilities in our City.*

Consistency: The Specific Plan will provide for infrastructure improvements, including streets, utilities, water, sewer, and storm drain facilities as well as neighborhood parks, sidewalks, and landscaped community treatments. All facilities will be constructed and maintained in accordance with applicable standards. The Arboretum Specific Plan contains four residential villages and one Activity Center with neighborhood-serving commercial uses, which will be connected to the City's infrastructure systems as outlined in the City's Capital Improvements Projects list.

Goal 6: *Our City manages its wastewater in an environmentally sound and cost-effective manner.*

Consistency: The Arboretum Specific Plan makes use of existing sewer and water facilities and infrastructure near the site and incorporates new storm drains to fit in the street where existing facilities are already located. Green infrastructure techniques, such as landscaped drainage channels that follow the natural contours of the site, allow water to percolate back underground, offsetting the need for traditional drainage infrastructure.

Goal 8: *Our City's flood control and drainage system is equitably financed and offers*

exceptional protection of lives and property over a full range of minor to major floods.

Consistency: Due to the project area's proximity to the Lytle Creek Wash, a large portion of the Specific Plan property is located within a 100-year flood hazard area as identified by Federal Emergency Management Agency (FEMA) Flood Insurance Rate maps (FIRM). A letter of map revision (LOMR) to remove the project from the flood zone for the Specific Plan area went into effect on December 26, 2007.

Goal 9: *Public utility companies provide contemporary levels of service in our community at competitive rates.*

Consistency: Public utility service will be provided in the Specific Plan area, consistent with City of Fontana requirements.

Goal 10: *Our City uses the latest in communication technology to conveniently link homes, businesses, schools and public facilities to a dynamic community Intranet.*

Consistency: The Arboretum Specific Plan project will encourage the integration of high-speed internet access infrastructure for every home. Residences will be designed to connect to broadband if and when it becomes available in the area. Recreation centers within The Arboretum also may have business centers, computer labs, and conference rooms with high-speed internet access capabilities. If not provided directly to each home/facility, access may be provided at the community level through wireless internet (wi-fi) infrastructure.

A.7 Open Space and Conservation

Goal 1.1: *Preserve Natural Open space in the San Gabriel Mountains and Jurupa Hills.*

Goal 1.2: *Conserve Natural Habitat and Protect Rare, Threatened, and Endangered Species.*

Consistency (Goals 1.1 and 1.2): According to soil maps published by the United States Department of Agriculture, there is no Unique or Prime Farmland identified on the project site that will be impacted by the master-planned development. Soils on the project and throughout the City of Fontana consist of alluvium eroded from the San Gabriel Mountains. Consequently, soils in Fontana are generally coarse textured sands and gravels and not considered prime agricultural soils. There will be a conversion from vacant and undeveloped land to residential, commercial, and recreational uses within the project site. The City of Fontana General Plan does not identify any known nonrenewable mineral resources either on the site or in the immediate vicinity of the site that will be impacted by the project. The project site is located on the Lytle Creek alluvial fan and some of the development area may overlay aggregate resource areas. However, the site has not historically been used for mineral extraction. Furthermore, the extraction of aggregate resource areas would not be allowed by the City General Plan due to potential land use conflicts with surrounding proposed residential uses.

The Arboretum site is primarily vacant or undeveloped with a few mature trees and rocks scattered throughout the project area. As identified in the City of Fontana General Plan, the majority of the property contains Riversidean alluvial fan sage scrub (RAFSS). Other portions of the property contain nonnative annual grasslands, which are disturbed areas in which the native plant species have been replaced over time with opportunistic, nonnative plants.

Topographically, the site is characterized as flat to gently sloping in a southwesterly direction. As a result, the project site does not have any distinguishing geologic formations or topographic features due to its relative flatness. The project site lacks available water resources, which results in very low wildlife activity. Development of this project site would not affect any listed or sensitive species and/or habitat and, therefore, is considered to have no impact on biological resources. Studies



completed on June 12, 2007 and June 19, 2007, found that there was no occurrence of California Gnatcatcher or San Bernardino Kangaroo Rat, respectively, within the Specific Plan area.

The City has developed a Multiple Species Habitat Conservation Plan (MSHCP) for north Fontana to address possible impacts to federally listed species potentially occurring on vacant lands in north Fontana. USFWS has designated Critical Habitat for SBKR and the California Gnatcatcher that includes portions of north Fontana. The proposed MSHCP will include most of the vacant lands north of Summit Avenue, including lands designated as open space within the City's Sphere of Influence north of the Coyote Canyon Specific Plan area. The project shall be in accordance with the City's Interim Program until the MSHCP has been adopted.

Goal 2.1: Provide public access to and allow joint recreational use of utility corridors, wherever feasible.

Goal 2.2: Expand the open space and conservation system, where feasible, to include private and public lands that offer multi-use open space and cultural resource opportunities.

Consistency (Goals 2.1 and 2.2): As part of the Specific Plan, the SCE utility easement located northwest of the project site will be enhanced with landscaping improvements and offers opportunities for uses such as organic farming and natural open space. In the City's General Plan the SCE utility easement is proposed as a location for a regional recreational trail and Class I bike path. The Arboretum Specific Plan proposes a Community Trail to run along the SCE easement connecting the community, through the Arboretum Park, to natural open space. A landscaped buffer of trees and other plantings will accompany the Community Trail. Coordination with SCE will be necessary to develop appropriate uses within the corridor.

Goal 3.1: Maximize efficient allocation and water resource use for existing and future water consumers.

Consistency: The Arboretum will encourage water conservation through techniques such as the use of low volume irrigation systems and drought-tolerant landscaping. Any water features built in the specific plan area will be designed to minimize the use of excessive amounts of water.

Goal 3.2: Protect water resources in the planning area from urban runoff and other potential pollution sources.

Consistency: There are no known natural streams or water resources in the Specific Plan area.

Goal 4.1: The City will seek to identify and inventory all historical and archaeological resources within the City boundaries and its sphere of influence.

Goal 4.2: The City will encourage and support the preservation, rehabilitation, and/or restoration of historical and archaeological resources within the City boundaries and its sphere of influence.

Goal 4.3: The City will seek to integrate preservation of historical and archaeological resources into economic development strategy.

Goal 4.4: The City will seek to increase public awareness and enjoyment of Fontana's heritage.

Taking clues from the area's historic role as a successful citrus empire and the legacy of A.B. Miller's agricultural enterprise, The Arboretum Specific Plan will "bring the land to life" through the creation of a new community developed with an arboretum theme. This vision captures the essence of the community's heritage and translates it into a community that will continually evolve and grow with the needs of its residents, and in doing so, create a new legacy for the City of Fontana.

It is envisioned that the natural and historic resources on site will be incorporated into the design theme of The Arboretum. For example, rock materials deposited over hundreds of years by the now re-diverted Lytle Creek may be incorporated into landscaping design throughout the community, such as in park landscaping or as trail markers, to serve as a reminder of the site's history. These rocks were used to build irrigation canals on the site in the past and can be used in a contemporary way to enhance the connection of the community to the heritage of the land and the City.

A.8 Parks, Recreation and Trails

Goal 1.1: *Our City's parks and recreation facilities meet the diverse needs of all segments of our population.*

Goal 1.2: *Our parks and recreation programs incorporate the latest recreational features, responsive to population trends and citizen input.*

Goal 2: *Adequate parks, recreation facilities, and after-school programs are provided in newly developed areas of our City.*

Consistency (Goals 1.1, 1.2 and 2): With private parks; a community park; a recreation center; an extensive trail network for walking, hiking and biking; the community's recreation amenities are wide ranging and for all ages, from active to passive uses. The private Parkhouse, located in The Resort Village, will also provide services to the community's residents, such as an internet café, fitness room, theater, and other social programs.

Goal 3: *Our parks will be safe and well maintained.*

Consistency: As described in Chapter 7, *Design Guidelines and Landscape*, homes are encouraged to front onto parks, schools, and other community uses, providing "eyes on the street" so that residents are collectively participating in keeping the neighborhoods well maintained and safe. The private parks found within the Arboretum community will be HOA-maintained, while the two public parks (the Arboretum Park and the 3.7-acre Meadows Park) will be maintained by the City of Fontana (see Figure 5.2, *Public Versus Private Parks*). All parks within The Arboretum, public or private, will incorporate lighting, appropriate landscaping, and other techniques to ensure that the parks are well maintained and safe.

Goal 5: *Our parks and recreational facilities are conveniently located and accessible to existing and future residents of our City.*

Consistency: The community amenities of The Arboretum will be made accessible to its future residents through expanded parkways, and pedestrian paseo and open space linkages. The signature park and recreation area of the community, located in the Arboretum Village, is at the core of the project, both physically and visually. It is envisioned and encouraged that residential units surround and face on to this

park and garden area to promote a sense of connection to the "living landscape" of the community. Likewise, most parks found throughout the community are surrounded by residential units that are encouraged to face amenities to further enhance residents' connection to the landscape.

Goal 6: *There is extensive use of non-motorized transportation, such as bicycles, equestrian, and pedestrian activity, throughout our City for recreation, access to community facilities, and even local commuting.*

Consistency: A hallmark feature of The Arboretum Specific Plan is its trail network, which is strategically linked with a variety of recreational opportunities. The residential nature of the villages within the Specific Plan area will also facilitate safe roads for biking around the community and the landscaped parkways provide for pedestrian walking comfort.

Goal 7: *Bicycle and trail systems are connected to neighboring city facilities and to the regional network of trails and bikeways.*

Consistency: The Arboretum is located in close proximity to larger recreational facilities within the north Fontana area, such as the Fontana Park. Also, as identified in the Fontana General Plan, the SCE utility easement to the northeast of the project area is a proposed route for a regional recreational trail and Class I bike path, connecting to a larger regional trail network, that traverses the northern portion of the City and to other recreation facilities such as Fontana Park. A landscaped buffer of trees and other plantings accompanied by a 12-foot community paseo is proposed to run alongside the SCE utility easement within the project area and will link up to The Arboretum Park.

Goal 8: *Proper design, development and maintenance standards for bikeways and trails are used for all trails and bikeways within our City*

Consistency: The trail and bikeway standards as described in the Specific Plan maintain the high standards of safety and aesthetics specified in the Parks and Recreation Element of the General Plan. Homeowners Association (private trails) or agreements with the City of Fontana (public trails) will be developed to ensure that trails and bikeways are properly maintained.



Goal 9: *Our City's bikeways and trails are uniformly safe and accessible.*

Consistency: The trail and bikeway network within The Arboretum is designed for accessibility and safety. Community greenways and neighborhood park corridors are separated from automobile traffic, in part for the safety of children and pedestrians and in part to enhance the serenity of open space amenities. The community trail will be privately maintained and designed for safe access and use.

Most of the community's hiking and biking trails are completely separated from vehicular traffic. The trail system within The Arboretum is primarily an internal network separated from the road system. However, in the few areas where a trail or community path intersects a road, enhanced intersections and crosswalks will be provided.

Goal 10: *Our system of bikeways and trails is benefited by efficient use of utility easements, flood-control easements, and railroad rights-of-way.*

Consistency: The SCE utility easement to the northwest of the site, specified as a future Class I bikeway and regional recreational trail in the Fontana General Plan, can easily be connected to The Arboretum through strategic trail connections and themed landscaping.

Goal 11: *Improvements to our parks and trails system are funded as a regular component of our capital improvement program along with a variety of sources both within and outside of the City.*

Consistency: The recreational amenities found in the gated village of The Resort are private and will be maintained through a Homeowners Association. Recreational amenities found in the non-gated Meadows Village are public features that will be maintained by the City of Fontana. Recreational amenities within the four planning areas at the Arboretum Village are private facilities that shall be maintained by a homeowners' association, while the Arboretum Park is a public amenity to be maintained by the City of Fontana. Recreational amenities in the Gardens Village are private amenities to be maintained by a homeowners' association. The Developer shall ensure agreements are in place with the City of Fontana for maintenance of public recreation areas. Maintenance funding will need to be included in the City's Capital Improvement Plan.

A.9 Safety

Goal 1: *Injury and loss of life, property damage, and other impacts caused by seismic shaking, fault rupture, ground failure, earthquake induced landslides, and other earthquake-induced ground deformation are minimized in our City.*

Goal 2: *The risk to life and limb, and property damage resulting from geologic hazards is minimized in our City.*

Goal 3: *Injury, loss of life, property damage, and economic and social disruption caused by flood and inundation hazards are minimized in our City.*

Goal 4: *Threats to public and private property from urban and wildland fire hazards are reduced in our City.*

Goal 5: *The potential for hazardous contamination is reduced in our City.*

Goal 6: *Plans for emergency response and recovery from natural and urban disasters are prepared for in our City.*

Consistency (for Goals 1–6): Adequate police and fire protection will be available to the site, consistent with City of Fontana requirements. The Arboretum Specific Plan site design incorporates appropriate grading and development design standards to protect the community from seismic, flood, and geological hazards. The circulation system for The Arboretum has been designed to facilitate emergency access consistent with the City of Fontana's Public Services requirements. Also, buildings will be equipped with emergency sprinkler systems as a first line defense against fire hazards.

A.10 Noise

Goal 1: Our City protects its sensitive land uses from excessive noise through diligent planning.

Consistency: The development standards for The Arboretum have incorporated both State of California and City of Fontana interior and exterior noise standards for the development of residential areas. Proper sound attenuation will be provided by a combination of building setback, wall construction, and building type location throughout the site.

Goal 2: Our City has a diverse and efficiently operated ground transportation system that generates the minimum feasible noise on its residents.

Consistency: Major arterials are located on the periphery of the site, with a community-theme wall made of split-face block providing sound attenuation for nearby houses.

Goal 3: Our City's residents are protected from the negative effects of "spill over" noise in our community.

Consistency: Much of the northwestern border of The Arboretum site is buffered from surrounding land uses by open space and utility easements. However, the eastern, western, and southern edges within the project are located adjacent to major arterials, such as Sierra Avenue, Citrus Avenue, Casa Grande Avenue, and Duncan Canyon Road. Arterials generate noise from vehicular and truck traffic, and as a result, measures such as landscape treatments, landscaped berms, tree plantings, and community perimeter walls are proposed within the community to buffer residents from the impacts of traffic noise. Building-level noise reducing strategies, such as dual paned glass in residential units along the project edges, are encouraged to further buffer residents from the impacts of traffic-generated noise.

A.11 Air Quality

Goal 1: Air quality improvements are achieved in our City while continued economic growth has been sustained.

Goal 2: Our City has a diverse and efficiently operated ground transportation system that generates the minimum feasible pollutants.

Goal 3: A concerted effort to reduce energy consumption in our City results in reduced emissions.

Goal 4: The minimum practicable particulate emissions are released in our City from construction and operation of roads and buildings.

Consistency (for Goals 1–4): The trail and pedestrian paseo features of The Arboretum Specific Plan provide alternatives to automobile transportation within the community, thereby reducing unnecessary vehicle trips within the project area and lessening emissions to some extent while at the same time helping to further support Healthy Fontana initiatives. Extensive numbers of trees proposed for the project's "living landscape" help to clean the air of pollutants. The Arboretum Specific Plan may also explore implementation of "green" initiatives such as the exchange or purchase of trip credits based upon the number of trees planted in the community. It is encouraged that community landscaping features such as trees be planted to benefit the community at many levels.



This page intentionally left blank.



Appendix B

Community Gardens

In terms of parks and amenities, the Arboretum Specific Plan project is, in essence, a community of gardens, each with their own unique theme. The Meadows Village, will have a minimum of three gardens, the Gardens and Resort Villages will each have a minimum of three gardens, and the Arboretum Village will incorporate gardens into the Arboretum Park. The final site plan for each community garden will be approved by the City of Fontana's Public Works Department and the Fontana Police Department for the security and safety of residents and guests. Garden space is incorporated into the plan for the Arboretum Park (see Figure 5.9, *The Arboretum Park*) and shall be used to guide the landscape and plant palette for each landscape district, as outlined in Chapter 7. Garden themes for The Arboretum will include but are not limited to:

- | | | |
|---------------------------|----------------|--------------------|
| • Adventure play | • Historical | • Sculpture |
| • Art | • Humming bird | • Small childrens' |
| • Astrological | • Meditation | • Sound |
| • California Native Plant | • Memorial | • Sun/solar |
| • Community | • Mission | • Sustainable |
| • Cottage | • Mosaic | • Topiary |
| • Culinary | • Music | • Water |
| • Edible | • Painters | • Wind |
| • Educational | • Rain | • Zen |
| • Enchantment | • Reflection | |
| • Flower | • Rock | |
| • Free speech | • Rose | |
| • Gaming | • Safari | |
| • Heritage tree | • Scented | |

Adventure Play Garden

DESCRIPTION

A garden scaled for children which may include climbing elements, interactive water features, and small scale archways. Pockets of landscaping with educational experiences designed to promote exercise, confidence, motor skills, and interaction should also be included.

REQUIREMENTS

- Lighting
- Parental viewing and gathering spaces
- Restrooms
- Security fencing

VALUE ADDED

- Child development
- Child interaction
- Educational
- Social gathering

PROGRAMMING PARTNERS

- After-School Activity Program (A.S.A.P.)
- KinderCare Learning Centers
- Boys and Girls Club
- Local elementary schools
- Local day-care facilities



Art Garden

DESCRIPTION

A garden design to showcase art installations. The garden should be organized as a progression of experiences like an outdoor art museum. It can include permanent as well as nonpermanent art pieces. Art should be incorporated into multiple aspects of the garden and special attention should be paid to making the pieces interactive if possible.

REQUIREMENTS

- Art to be integrated into multiple garden designs
- Benches and trash receptacles should also be art pieces
- Security fencing

VALUE ADDED

- Educational
- Event space
- Peaceful retreat
- Social gathering

PROGRAMMING PARTNERS

- Fontana Art Affiliates Foundation
- Fontana Art Association
- Art Depot



Astrological Garden

DESCRIPTION

Astrological signs have an association to one of the elements. An astrological garden should contain some or all of the four elements - earth, fire, air, and water. There should be private opportunities to watch the stars throughout the garden and pathways should be provided to improve internal movement. The elements should be combined throughout the landscape. The garden can have signage with glow in the dark star maps and the landscape features may be named after characters in the zodiac. Each astrological sign has associated plant materials that could be incorporated.

REQUIREMENTS

- Astrological maps
- Limited lighting areas to watch the stars
- Signage

VALUE ADDED

- Educational
- Event space
- Leisure
- Social gathering

PROGRAMMING PARTNERS

- Riverside Astronomical Society
- Astronomical Society of the Pacific
- American Astronomical Society
- International Dark Sky Association
- Palomar Observatory



California Native Plant Garden

DESCRIPTION

A garden comprised of California native plants, with an emphasis on Inland Empire varieties. This garden gives residents the opportunity to learn the value of native landscape and how plants differ among regions. Informational signage can teach visitors the potentially negative impacts of having non-native species as opposed to native species.

REQUIREMENTS

- Benches
- Demonstration area
- Design micro-climates using topography or adjacent land uses
- Open space
- Plants that range from meadows to foothills
- Water elements including small streams or fountains

VALUE ADDED

- Educational
- Gathering place
- Water conservation

PROGRAMMING PARTNERS

- California Garden & Landscape History Society
- California Horticultural Society
- California Native Plant Society



Community Garden

DESCRIPTION

A garden comprised of plots that can be leased to community members to grow herbs, vegetables, and/or flowers. This garden could be combined with the Culinary Garden. The garden should foster interaction among community members and encourage cooperation.

REQUIREMENTS

- Composting bins
- Irrigation
- Lighting
- Security fencing
- Sunlight
- Tool shed

VALUE ADDED

- Educational
- Sense of accomplishment
- Social Gathering

PROGRAMMING PARTNERS

- The City of Fontana Community Garden Program
- Fontana Nursery
- Lucky Plants
- Avila's Garden Art
- Boys and Girls Club



Cottage Garden

DESCRIPTION

This garden is based on an English garden with white picket fences and utilizes traditional English varieties. The garden should be full of flowers as well as more artistic features such as crystal-gazing balls and appropriate statues. A Cottage Garden should feel like an outdoor room which is warm and inviting to all community residents.

REQUIREMENTS

- Benches
- English-style fencing
- Lighting
- Multiple floral varieties
- Small art pieces

VALUE ADDED

- Peaceful retreat
- Social gathering
- Unique space

PROGRAMMING PARTNERS

- Josephine Knopf Senior Center



Culinary Garden

DESCRIPTION

This garden would provide an outdoor kitchen where cooking classes could be held and instruction could be given on how to grow and prepare plants, herbs, spices and garnishes for cooking. The Community Garden and/or the Edible Garden could be incorporated with the Culinary Garden to provide ready access to fresh spices and produce.

REQUIREMENTS

- Indoor/outdoor kitchen
- Security fence

VALUE ADDED

- Educational
- Family environment
- Fragrant smells
- Social gathering

PROGRAMMING PARTNERS

- Cypress Community Center
- Regional cooking schools



Edible Garden

DESCRIPTION

A garden comprised of edible plant species including Kiwi, Loquat, Citrus, Grapes, and Berries. Community members would help plant the trees and would be able to take the produce for personal use. This garden could be incorporated with the Community Garden and/or the Culinary Garden.

REQUIREMENTS

- Composting bins
- Lighting for winter maintenance
- Security fencing
- Tool shed

VALUE ADDED

- Educational
- Harvest festival
- Social gathering

PROGRAMMING PARTNERS

- Mariposa Horticultural Enterprises Inc.
- American Horticultural Supply, Inc.
- Organic farmers
- Whole Foods or other organic food distributors



Educational Garden

DESCRIPTION

A garden where children can learn the process of cultivating crops from start to finish, the effects of the season, and environmentally friendly practices such as water conservation and sustainability.

REQUIREMENTS

- Crop boxes
- Irrigation
- Lighting
- Security fencing

VALUE ADDED

- Child interaction
- Educational
- Stimulating environment

PROGRAMMING PARTNERS

- After-School Activity Program (A.S.A.P.)
- KinderCare Learning Centers
- Local elementary schools
- Local day-care facilities
- Boys and Girls Club



Enchantment Garden

DESCRIPTION

This magical enchantment garden would feature trolls, dragons, rainbows, unicorns, gnomes and hidden fairies. This would be an interactive experience for children allowing them to become involved in the landscape. Connections could be made between the garden and children's fairytales.

REQUIREMENTS

- Interactive art pieces
- Lighting
- Thematic garden sculptures

VALUE ADDED

- Child interaction
- Fun and entertaining environment
- Social gathering

PROGRAMMING PARTNERS

- After-School Activity Program (A.S.A.P.)
- KinderCare Learning Centers
- Local elementary schools
- Local day-care facilities
- Fontana Libraries
- Boys and Girls Club



Flower Garden

DESCRIPTION

A flower garden can be located on any size piece of land and incorporate any variety of flowers. The garden could take up space along the street, within a larger garden or park, or in small unused spaces in residential areas. Space should be provided for observation and, if unique varieties are utilized, a brief detailed description should be placed near the flowers.

REQUIREMENTS

- Benches (if appropriate)
- Irrigation
- Signage (if appropriate)

VALUE ADDED

- Fragrant
- Visually pleasing

PROGRAMMING PARTNERS

- Fontana Nursery
- Lucky Plants
- Avila's Garden Art
- Monrovia Nursery
- Sunset Magazine



Free Speech Garden

DESCRIPTION

A fairly large garden that could become a public space containing an amphitheater. The garden may facilitate speeches, performances or open dialogue among users. It may also incorporate wall space for people to display their poetry, painting, or other artistic pieces.

REQUIREMENTS

- Lighting for shows and performances
- Security fencing

VALUE ADDED

- Community interaction
- Educational
- Social gathering

PROGRAMMING PARTNERS

- Chaffey College
- The Fontana Mummers, Inc. Community Theatre
- The Fontana Art Association



Gaming Garden

DESCRIPTION

The Gaming Garden can be stand-alone or located within a larger garden or park. It is designed to encourage participation in game activities for community members of all ages. Possible games that could be utilized include chess, checkers, bocce, cards, hopscotch, and board games. An area could be set up for users to play computer games via their personal laptops.

REQUIREMENTS

- Electricity for outdoor computer use
- Equipment for games
- Lawn
- Seating
- Storage
- Tables

VALUE ADDED

- Mental/physical growth
- Public forum
- Social gathering
- Theoretical discussions

PROGRAMMING PARTNERS

- Josephine Knopf Senior Center
- Additional Senior Centers in the area
- Boys and Girls Club
- Local elementary and middle schools
- Development of local Chess Club



Heritage Tree Garden

DESCRIPTION

A Heritage Tree Garden is a break in the street scene to plant a large specimen Heritage tree and the associated garden space. As properties develop and trees outgrow their location they can be transplanted to a Heritage Tree Garden or Heritage Tree Space along the street.

REQUIREMENTS

Large Heritage Trees Examples

- Oak Trees
- Sycamore Trees
- Silk Floss Trees
- Pine Trees
- Dawn Redwood
- Cedar Trees
- Ficus Trees
- Fire Wheel

VALUE ADDED

- Cultural identity
- Interesting feature to parks, gardens, and streetscapes
- Reuse of trees

PROGRAMMING PARTNERS

- California Beaver Tree Services
- Mariposa Horticultural Enterprises Inc.
- American Horticultural Supply, Inc.



Historical Garden

DESCRIPTION

A garden highlighting the historical significance of Fontana and the Inland Empire. Could be a part of the fabric of a community park and would require relatively more space than other garden options. If space allows an information kiosk or building should be incorporated into the site.

REQUIREMENTS

- Benches or other seating
- Information center (if possible)
- Lighting
- Restrooms
- Signage

VALUE ADDED

- Community asset
- Educational
- Leisure

PROGRAMMING PARTNERS

- Fontana Historical Society
- San Bernardino County Museum



Hummingbird Garden

DESCRIPTION

A garden containing a variety of plants that attract hummingbirds. Examples of these plants are: Gladiolus, Lion's Tail, Geranium, and Humming Bird Bush. The garden could also include annuals, perennials, ground cover, vines, shrubs, and trees that the whole community could enjoy.

REQUIREMENTS

- Keep feeders clean and provide the correct food
- Plant clusters of species together
- Plant flowers with different blooming times
- Place plants in several places
- Provide maintenance for plants
- Utilize bright flowering plants

VALUE ADDED

- Educational
- Unique space scenery
- Visually pleasing

PROGRAMMING PARTNERS

- Fontana Bird Park
- National Hummingbird Society



Meditation Garden

DESCRIPTION

As a quiet garden, this area would provide ample seating for patrons wishing to stay for extended amounts of time. Plants that absorb noise should be utilized for quiet contemplation. Trees should be used to create shade and a feeling of seclusion.

REQUIREMENTS

- Lighting
- Noise absorbing plants
- Seating
- Trees

VALUE ADDED

- Peaceful retreat

PROGRAMMING PARTNERS

- Cypress Community Center
- Local yoga classes



Memorial Garden

DESCRIPTION

A garden with or without monuments. The space could be dedicated in whole or in part and should contain structural elements honoring or celebrating a person, place, or event. The memorialized may or may not be site/geographic area specific. Quiet places for contemplation should be available and seating should be provided around monuments. If appropriate, signage should provide a brief description of the monument and its significance.

REQUIREMENTS

- Flag poles
- Monuments if appropriate

VALUE ADDED

- Educational
- Historical
- Iconic
- Peaceful retreat

PROGRAMMING PARTNERS

- Fontana Historical Society
- San Bernardino County Museum
- Veterans Memorial Park



Mission Garden

DESCRIPTION

The Mission Garden would communicate the significance of agriculture in California's early history. Some examples would be grape vines and pomegranate, apples, pears, nuts, olives. Later the Missions added fountains, Jacaranda trees, African Cape Chestnut Trees, Mockorange, Cestrum, Pineapple Guava, Athel Tree, S. African Jade, Calla Lillies, Blue Hibiscus, Bougainvillea, Angel's Trumpet, and Pepper Trees for the sake of beauty. A description of each type of plant used should be provided to inform visitors of its significance in California's agricultural history.

REQUIREMENTS

- Irrigation
- Lighting
- Signage

VALUE ADDED

- Educational

PROGRAMMING PARTNERS

- Mission San Diego de Alcalá
- Mission San Luis Rey de Francia
- Mission San Juan Capistrano
- Fontana Historical Society
- San Bernardino County Museum



Mosaic Garden

DESCRIPTION

A garden designed to showcase mosaic tile patterns on pathways and benches. The garden should also include colored floral patterns and “kaleidoscope” style design elements. The mosaic pieces could be made by community members and showcased in the garden. There could also be programmed activities to help create new mosaic items to fill the space as needed.

REQUIREMENTS

- Lighting
- Seating
- Security fencing

VALUE ADDED

- Social gathering
- Visually pleasing

PROGRAMMING PARTNERS

- Local mosaic artists
- Local art classes



Music Theatre Garden

DESCRIPTION

A garden comprised of space for musical and theatrical performances. It could be used by public/private groups or as an open space for social events. This garden could work within a larger space but could also be small, allowing room for private musical practice or small group performances.

REQUIREMENTS

- Amphitheater-style seating
- Hedge backdrops and wings
- Lighting for night performances
- Speakers

VALUE ADDED

- Education
- Entertainment
- Social Gathering

PROGRAMMING PARTNERS

- Floree Music Co
- Local elementary, middle, and high schools
- The Fontana Mummies, Inc. Community Theatre
- The Fontana Art Association



Painter's Garden

DESCRIPTION

A garden that strives to create spaces and settings to nurture and encourage artistic growth. The garden should be organized in a manner which allows it to be an ever-changing environment throughout the seasons. Sculptural elements promoting the arts could be utilized to set the tone for the garden. Seating areas should be positioned thoughtfully so that patrons have the ability to draw or paint their landscape without difficulty.

REQUIREMENTS

- Various styles of seating
- Open lawn space
- Visually interesting floral features

VALUE ADDED

- Educational
- Personal growth
- Social gathering
- Stimulating environment
- Theoretical forum

PROGRAMMING PARTNERS

- Fontana Art Affiliates Foundation
- Fontana Art Association
- Art Depot
- Local elementary, middle, and high schools
- Local community colleges



Rain Garden

DESCRIPTION

A garden designed to be experienced in the rain. Shelters that make sound when it rains should be provided. Runoff treatment can enliven the space by activating waterfalls and water wheels. Shishi-odoshi, a shallow depression that is planted with wetland species that come alive only when it rains, can give new life to the garden in the days following a rainfall. Prairie wildflowers and grasses should be utilized throughout the garden.

REQUIREMENTS

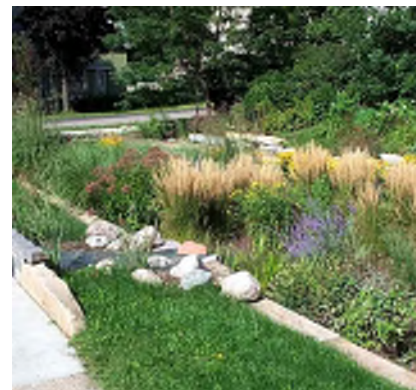
- Rain protection structure
- Run off from surrounding buildings
- Seasonal maintenance
- Water depth no greater than twelve inches

VALUE ADDED

- Educational
- Improve water quality
- Sustainability
- Wildlife habitat

PROGRAMMING PARTNERS

- California Garden & Landscape History Society
- Fontana Water



Reflection Garden

DESCRIPTION

A garden dedicated to displaying reflective elements and structural pieces. Clear, still water elements can be utilized to create large reflective spaces. Small items such as silver or copper garden charms create small interactive reflective areas. Mirrors can be utilized throughout the space to give the garden a unique and mysterious feeling. Seating should be provided near reflective pieces allowing users to contemplate their reflections and the reflections of the space around them.

REQUIREMENTS

- Lighting
- Mirrors
- Reflective structural pieces (silver or copper garden charms)
- Seating
- Water elements

VALUE ADDED

- Quiet space
- Social gathering
- Visually pleasing

PROGRAMMING PARTNERS

- Local artists
- Avila's Garden Art



Rock Garden

DESCRIPTION

A garden constructed of rocks collected from the area. Rock gardens could be used as monumentation at street corners, on their own, or within a larger garden or park. Gravel could be used for paths to provide circulation within the garden. Larger rocks could be stacked as sculptures or landscape elements. Rocks of various sizes could be utilized to create stream or waterfall features.

REQUIREMENTS

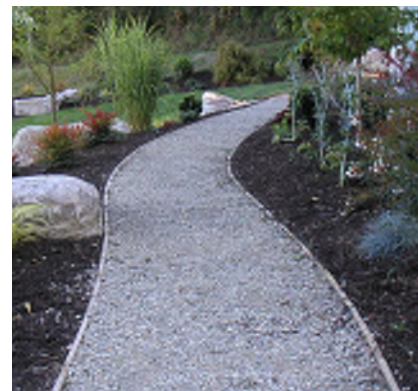
- Different rock types collected from site
- Water element(s)

VALUE ADDED

- Low maintenance
- Reusing site rocks is a naturally cost effective way of designing a garden
- Unique space

PROGRAMMING PARTNERS

- Local landscapers
- Local rock distributors



Rose Garden

DESCRIPTION

A garden being comprised primarily of plants of the Rose family. A Rose Garden can be created in any size space, from along the street to a garden all its own. A variety of colors should be utilized to create a visually pleasing space. Seating should be provided for users to stop and enjoy the garden. Rose vines can grow on iron archways. In larger gardens pathways should be provided to improve access to all areas. Small informational signs can describe the rose varieties used throughout the garden.

REQUIREMENTS

- Irrigation
- Maintenance shed
- Seating and leisure areas

VALUE ADDED

- Botanical research
- Educational
- Sensory

PROGRAMMING PARTNERS

- Fontana Family Memorial Rose Garden
- American Rose Society
- County rose societies
- Garcia's & R Nursery
- Local nurseries specializing in roses



Safari Garden

DESCRIPTION

A garden that imitates the essence of the safari in a California setting. The garden should include different habitats such as grasslands, savannah, forest, karoo, and fynbos. Medianal plants common in Africa should be incorporated to educate garden users.

REQUIREMENTS

- Education area
- Lighting
- Sound
- Varied habitats
- Water elements

VALUE ADDED

- Educational
- Social gathering
- Unique space
- Visually pleasing

PROGRAMMING PARTNERS

- Local landscapers specializing in plants utilized in the Safari Garden



Scented Garden

DESCRIPTION

A garden comprised primarily of fragrant plant materials. The garden could be located along a path or a street corner because minimal space is required. The goal of this space is to provide quick sensory stimulation to community residents who encounter it while going about their daily routine.

REQUIREMENTS

- Located in pedestrian traffic areas
- Small space

VALUE ADDED

- Can be used to mask unpleasant smells
- Enjoyment possible for community residents who are visually impaired
- Mental associations between scents and particular streets

PROGRAMMING PARTNERS

- Fontana Nursery
- Lucky Plants



Sculpture Garden

DESCRIPTION

A garden dedicated to displaying the works of both local and non-local artists. The space can be static or active in the placement and permanence of pieces. The space should be able to adapt to fit new pieces as they rotate in and out throughout the year. A Sculpture Garden might be a large garden on its own or could be a small piece of a larger garden or park. Sculptures could be interactive or purely visually pleasing. An informational sign should accompany each sculpture describing the artist and any interesting facts about the piece.

REQUIREMENTS

- Lighting, with special attention to areas directly around pieces
- Pre-planning for footings/attachments to support art display
- Seating
- Security fencing
- View stands
- Visibility from the street to increase informal security

VALUE ADDED

- Iconic
- Public venue for artists
- Social gathering

PROGRAMMING PARTNERS

- Fontana Art Affiliates Foundation
- Fontana Art Association
- Art Depot
- Local elementary, middle, and high schools
- Local community colleges
- Local artists



Secret Garden

DESCRIPTION

A garden accessible through a unique door frame entryway or through some other covered element. Trellises that veil the garden should be utilized, while maintaining the safety of the site, to provide cover. There may be some sort of mysterious elements within the garden such as unique art pieces, creative water elements, or special seating options.

REQUIREMENTS

- Art or water elements
- Lighting
- Seating
- Security fencing

VALUE ADDED

- Peaceful retreat
- Social gathering
- Unique space

PROGRAMMING PARTNERS

- Fontana Libraries
- Local elementary, middle, and high schools
- Day-care programs



Small Children's Garden

DESCRIPTION

A garden space catering to the growth and advancement of children through designed spaces and activities. The garden can be interactive and should encourage cooperation and sharing between children. The Small Children's Garden is more passive than the Adventure Play Garden but should provide similar accessibility and safety features.

REQUIREMENTS

- Eliminate hazardous elements (poisonous varieties and plants with thorns)
- Heightened visibility
- Seating in viewing areas
- Security fencing

VALUE ADDED

- Educational
- Physical/mental/social growth
- Social interaction between children and between child and caregiver

PROGRAMMING PARTNERS

- After-School Activity Program (A.S.A.P.)
- KinterCare Learning Centers
- Boys and Girls Club
- Local elementary schools
- Local day-care facilities



Sound Garden

DESCRIPTION

The Sound Garden should be a place where sound is generated and where appropriate sound can be made by garden users. Waterfalls could be incorporated in addition to plants that make noise when the wind blows (Bamboo). Chimes placed throughout the space at different heights can create different ranges of sound. Plants that attract birds can be used to generate sound from animals. Depending on location and adjacent land uses, the space could potentially be a place for people to bring their own instruments and play alone or in groups.

REQUIREMENTS

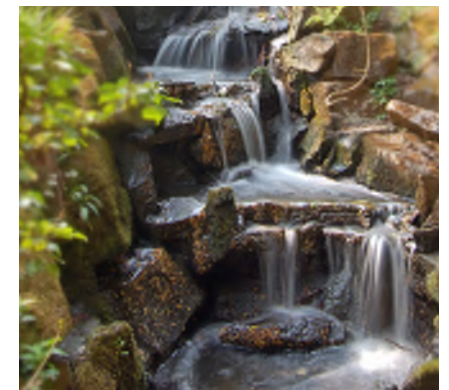
- Consideration of wind patterns
- Lighting
- Noise-making art elements (charms)
- Noise-making plants
- Plants that attract birds
- Security fencing

VALUE ADDED

- Educational
- Place to enjoy music made by surrounding instruments
- Social gathering
- Stimulating environment

PROGRAMMING PARTNERS

- Fontana Art Affiliates Foundation
- Fontana Art Association



Sun Garden

DESCRIPTION

This garden should be characterized by a visitor's awareness of the sun. Exposed as well as shaded areas should be provided to increase awareness and respect for the sun. The planting should also reflect a heightened sensitivity to sunlight; trees should cascade down, providing shade and enclosure, while sun-sensitive flowers open and close with the sun's rising and setting. Thick, low-canopied trees will provide the most appropriate shade and sun-sensitive epiphytic flowers and anemone flowers will improve awareness of the sun and its effect on plant life. Art pieces featuring the sun or solar patterns should be utilized to educate garden users about the sun and solar energy.

REQUIREMENTS

- Art pieces featuring the sun or solar energy
- Seating
- Sundial
- Tool shed
- Trees for shade

VALUE ADDED

- Community asset
- Leisure
- Social gathering

PROGRAMMING PARTNERS

- Riverside Astronomical Society
- Astronomical Society of the Pacific
- American Astronomical Society



Sustainable Garden

DESCRIPTION

A Sustainable Garden should be filled with drought-resistant species. The garden could potentially be connected to a plant store with workshops teaching community members how to design and maintain drought tolerant/sustainable gardens. This garden is encouraged in spaces that have street frontage so community members have the opportunity to stop and buy plants for their own garden. Use of organic soils and fertilizers, beneficial insects, diversity of plants species, and use of compost to supply soil with nutrients is encouraged. Signage describing the garden should be placed conveniently so that users can learn about sustainable design.

REQUIREMENTS

- Compost bins
- Lighting for winter maintenance
- Recycle bins
- Seating for workshops
- Street frontage
- Tool shed

VALUE ADDED

- Commercial
- Educational
- Environmentally friendly
- Social gathering

PROGRAMMING PARTNERS

- Fontana Water
- Home-based Greencycling and Composting Program, sponsored by University of California Cooperative Extension, San Bernardino County



Topiary Garden

DESCRIPTION

A Topiary Garden is characterized by artistically shaped hedges and bushes. The garden could create unique designs on the ground plane. A small hedge maze could be developed to entertain residents of all ages. Different sculpted plants, potentially symbolizing something relevant to the area, could be utilized for entertainment or educational purposes. Plant colors could symbolize relationships or the colors could help identify each sculpture (animals, people, or abstract design).

REQUIREMENTS

- Maintenance care
- Sunlight
- Variety of plant sizes

VALUE ADDED

- Fun and challenging space
- Visually pleasing
- Peaceful/relaxing environment

PROGRAMMING PARTNERS

- Lucky Plants
- Mercado's Nursery
- Local topiary specialists



Water Garden

DESCRIPTION

For this garden a wide range of different elevations of water should be utilized. Waterfalls, ponds, and streams all play an important part of the water system and should be featured in this garden. A variety of water plants (water lilies, pond weed, water hyacinth) and fish could be used to create a Japanese Water Garden-style space. A reflecting pool could be incorporated to encourage private reflection. The garden should create different spaces and have small streams running throughout it.

REQUIREMENTS

- Irrigation
- Seating
- Shade to relax and rest
- Upkeep of plants and water features

VALUE ADDED

- Educational
- Relaxing
- Social gathering
- Soothing sounds of running water

PROGRAMMING PARTNERS

- California Garden & Landscape History Society
- Fontana Water



Wind Garden

DESCRIPTION

A garden comprised of wind chimes and or windmills. This garden could incorporate prairie grass in order to create a visual effect of wind. The Wind Garden can be tied into the Zen garden because of their peaceful qualities.

REQUIREMENTS

- Generator to capture energy
- Maintenance for wind chimes
- Tall tree species
- Thoughtful placement in order to capture wind

VALUE ADDED

- Educational
- Generate electricity
- Peaceful
- Phytoremediation with prairie grasses

PROGRAMMING PARTNERS

- Fontana Art Association
- Southern California Edison



Zen Garden

DESCRIPTION

The Zen Garden is a style of Japanese garden design that is very simple with Buddhist references. Raked gravel and/or sand in a pattern to look like flowing water is a common element of this style. Rocks that look like islands or mountains with some plants are utilized alone or in groups. Ferns and moss should accompany these other elements to provide some vegetation. Quiet sitting areas are very important to this garden and should be provided where users can rest and observe the garden's elements. Small Japanese-inspired sculptures or water features could be utilized as long as they do not detract from the other artistic elements of the garden.

REQUIREMENTS

- Rakes
- Sand or gravel
- Sitting areas
- Unique rocks

VALUE ADDED

- Education
- Stress release
- Visually pleasing

PROGRAMMING PARTNERS

- Inland Empire Bonsai Society
- Japan America Society of Southern California



This page intentionally left blank.



Infrastructure and Assessment Estimates

C.1 Backbone Infrastructure Costs

Estimated infrastructure costs by development phase (at the time of **initial** Specific Plan adoption) are detailed in Table C.1, Specific Plan Preliminary Phasing Cost Estimates and are subject to final engineering and city approval.

TABLE C.1 Specific Plan Preliminary Phasing Cost Estimates					
Phase 1	Casa Grande Ave.	Duncan Canyon Rd.	Citrus Ave.	Cypress Ave.	Total
Street Improvements	\$748,352	\$849,651	\$1,549,060	\$1,012,734	\$4,159,797
Sewer Improvements	\$262,250	\$203,000	\$164,000	\$260,350	\$889,600
Water Improvements	-	-	-	\$298,688	\$298,688
Storm Drain Improvements	\$155,000	\$1,944,100	-	\$926,455	\$3,025,555
Dry Utilities	\$497,310	\$622,150	\$547,880	\$607,200	\$2,274,540
Landscaping	\$537,983	\$1,299,133	\$369,526	\$1,102,417	\$3,309,058
Total Phase 1	\$2,200,895	\$4,918,895	\$2,630,466	\$4,207,843	\$13,957,237
Phase 2	Casa Grande Ave.	Duncan Canyon Rd.	Sierra Ave.	Arboretum Collector	Total
Street Improvements	\$748,352	\$849,651	\$617,121	\$165,174	\$2,380,299
Sewer Improvements	\$264,782	\$203,000	-	\$55,500	\$523,282
Water Improvements	-	-	-	\$39,600	\$39,600
Storm Drain Improvements	\$155,000	\$1,944,100	\$1,666,775	\$219,500	\$3,985,375
Dry Utilities	\$497,310	\$622,150	\$621,000	\$207,000	\$1,947,460
Landscaping	\$537,983	\$1,299,133	\$404,498	\$166,154	\$2,407,767
Total Phase 2	\$2,203,427	\$4,918,034	\$3,309,394	\$852,928	\$11,283,782
Phase 3	Sierra Ave.	Grapeland St.	Cypress Ave.	Arboretum Collector	Total
Street Improvements	\$617,121	\$405,877	\$1,012,734	\$165,174	\$2,035,732
Sewer Improvements	-	-	\$260,350	\$55,500	\$260,350
Water Improvements	-	\$304,800	\$298,688	\$39,600	\$603,488
Storm Drain Improvements	\$1,666,775	-	\$926,455	\$219,500	\$2,593,230
Dry Utilities	\$621,000	\$446,760	\$607,200	\$207,000	\$1,674,960
Landscaping	\$404,498	\$354,915	\$1,102,417	\$166,154	\$1,861,829
Total Phase 3	\$3,309,394	\$1,512,352	\$4,207,843	\$852,928	\$9,029,588



C.2 Homeowner Assessments

At the time of the **initial** Specific Plan adoption, the annual Community Facility District (CFD) costs for all **3,532** ~~3,526~~ units in the project area are estimated to be \$428.37 per unit. Actual fees will be identified after final engineering has been completed and are subject to City approval. Following are estimated monthly Homeowners' Association (HOA) fees (by village). Fees do not include sub-association costs: Meadows Village—\$61.75, Gardens Village—\$92.50, Resort Village—\$140.75.





City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1163

Agenda #: C.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1995 (Second Reading), approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, a third amendment to the Arboretum Specific Plan Development Agreement; and that the reading of the title constitutes the first reading thereof.

RECOMMENDATION:

Conduct a second reading by title only and adopt, **Ordinance No. 1995**, approving, pursuant to an Addendum to the Arboretum Specific Plan Environmental Impact Report, a third amendment to the Arboretum Specific Plan Development Agreement; and that the reading of the title constitutes the first reading thereof.

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 promoting diverse range of housing projects and levels of affordability.
- 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. 1995 was introduced by a vote of 3-0 at the July 14, 2026, Regular City Council Meeting.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1995

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, APPROVING A THIRD AMENDMENT TO THE ARBORETUM SPECIFIC PLAN DEVELOPMENT AGREEMENT, PURSUANT TO AN ADDENDUM TO THE ARBORETUM SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE [SCH] NO. 2006071109), AND DIRECT STAFF TO FILE A NOTICE OF DETERMINATION.

WHEREAS, California Government Code Sections 65864 et seq. ("Development Agreement Statutes") and Section 30-322 of the City of Fontana's Zoning and Development Code ("ZDC") authorizes the City Council of the City of Fontana ("City Council") to enter into development agreements with those having a legal or equitable interest in real property in order to establish certain development rights in such property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within its jurisdiction; and

WHEREAS, City of Fontana ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, on September 23, 2009, the City adopted the Arboretum Specific Plan through a General Plan Amendment (GPA 06-000006), Zone Change (ZC No. 07-000005), Specific Plan Amendment (SPL No. 04-000006), Tentative Parcel Map (TPM 19-000002), Design Review (DRP 19-000005), and the certification of the Arboretum Specific Plan Environmental Impact Report (EIR) (State Clearinghouse (SCH) No. 200607119); and

WHEREAS, concurrently with the adoption of the foregoing entitlements, the City Council also adopted Ordinance No. 1608 for a Development Agreement (DA No. 09-000001) for the project ("Arboretum DA"); and

WHEREAS, on November 8, 2016, the City Council approved entitlements for the Arboretum Meadows Village Project , a residential development, which forms a portion of the larger Arboretum Project. The Arboretum Madows Village Project included a General Plan Amendment (GPA No. 15-000003), Specific Plan Amendment (SPA No. 15-000001), three Tentative Tract Maps (TTM No. 15-000009, TTM No. 15-000010, and TTM No. 15-000011), and two Administrative Site Plans (ASP No. 15-000035 and ASP No. 15-000037), together with an Addendum to the Arboretum Specific Plan EIR (SCH No. 2006071109) (collective, Arboretum Meadows Village Project); and

WHEREAS, concurrently with approval of the foregoing entitlements, the City Council also adopted Ordinance No. 1753 authorizing an amendment to the Arboretum DA (Development Agreement No. 15-000037); and

WHEREAS, on June 22, 2021, the City Council approved entitlements for the Arboretum Gardens Village Project, a residential development consisting of 278 dwelling units and an approximate 6,610 square foot fitness center/clubhouse and community park, a portion of the larger Arboretum Project. The Arboretum Gardens Village Project included a Specific Plan Amendment (SPA No. 20-000005), two Tentative Tract Maps (TTM No. 20-000026 and TTM No. 20-000010), Tentative Parcel Map (TPM No. 20-000024), four Design Reviews (DRP No. 20-000035, DRP No. 20-000036, DRP No. 20-000037, and DRP No. 20-000038), together with an Addendum to the Arboretum Specific Plan EIR (SCH No. 2006071109); and

WHEREAS, concurrently with approval of the foregoing entitlements, the City Council approved Ordinance No. 1871 authorizing a second amendment to the Arboretum Specific Plan DA; and

WHEREAS, on May 18, 2023, the City received an application for the Arboretum Specific Plan Amendment and Retail Projects, a 69,617 square foot commercial center, a portion of the larger Arboretum Project. The Arboretum Specific Plan Amendment and Retail Projects includes a General Plan Amendment ("GPA No. 23-000002"), Specific Plan Amendment ("SPA No. 23-000002"), Tentative Tract Map ("TTM No. 26-0006"), Tentative Parcel Map ("TPM No. 23-000008"), Design Review ("DRP No. 23-000011"), Conditional Use Permit ("CUP No. 23-000005"); and

WHEREAS, SPA No. 23-000002 was initiated to amend the Arboretum Specific Plan to modify the permitted land uses within the specific plan areas and to reconfigure the planning areas and designated park site; and

WHEREAS, concurrently with the submittal of the foregoing entitlements, the City received an application from for a third amendment to the Arboretum DA ("AGR No. 23-000012") to reflect the changes made in the SPA No. 23-000012 and to provide for associated construction fee credits; and

WHEREAS, the terms and conditions of AGR No. 23-000012 were reviewed by the Planning Commission at a duly noticed public hearing held on June 2, 2026, at which time the Planning Commission recommended that the City Council approve the amendment; and

WHEREAS, the terms and conditions of AGR No. 23-000012 were found to be fair, just and reasonable, and it was further determined that (i) the economic interests of the City's residents, as well as the public health, safety and welfare, will be best served by the amendment; (ii) the amendment is consistent with the General Plan; (iii) the amendment conforms to public convenience, general welfare and sound land use

practices; (iv) the amendment will not be detrimental to the public health, safety and general welfare; and (v) the amendment will not adversely affect the orderly development or the preservation of property values for the subject property or any other property; and

WHEREAS, on July 14, 2026, the City Council held a public hearing on AGR No. 23-000012 where it received evidence and public testimony and documentation from the Planning Commission's public hearing on June 2, 2026; and

WHEREAS, the City Council carefully considered all information pertaining to AGR No. 23-000012 presented at its public hearing on July 14, 2026; and

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

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

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

Section 2. CEQA. Compliance with California Environmental Quality Act. As the decision-making body for the Project, the City Council has reviewed and considered the Arboretum Specific Plan FEIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the Proposed Project. The City Council finds that the Addendum and Arboretum Specific Plan FEIR contain a complete and accurate reporting of all of the environmental impacts associated with the proposed project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the Arboretum Specific Plan FEIR, the Addendum, and all related information presented to the City Council, the City Council finds that the proposed project necessitates only minor modifications to the Arboretum Specific Plan FEIR. Therefore, pursuant to State CEQA section 15164 and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the Arboretum Specific Plan FEIR is the appropriate document for the project.

The City Council further finds that the preparation of a subsequent or supplemental EIR is not required for the proposed projects because the project:

- A. Will not result in substantial changes that would require major revisions of the Arboretum Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

- B. Will not result in substantial changes with respect to the circumstances under which the proposed project are developed that would require major revisions of the Arboretum Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- C. Does not present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Arboretum Specific Plan FEIR documents were certified showing any of the following:
 - (i) The proposed project would have one or more significant effects not discussed in the EIR;
 - (ii) That significant effects previously examined would be substantially more severe than shown in the EIR;
 - (iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the lead agency declined to adopt such measures; and
 - (iv) That mitigation measures or alternatives considerably different from those analyzed would substantially reduce one or more significant effects on the environment, but which the lead agency declined to adopt.

Section 4. Findings on Environmental Impacts. Having considered the Addendum, the administrative record, the Arboretum Specific Plan FEIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the Arboretum Specific Plan FEIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the proposed project may result in any significant environmental impacts beyond those analyzed in the Arboretum Specific Plan FEIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed project and reflects the independent judgment and analysis of the City Council.

Section 5. Adoption of the Addendum to the Arboretum Specific Plan FEIR. The City Council hereby adopts the Addendum to the EIR for the Arboretum Specific Plan Program Environmental Impact Report (SCH No. 2006071109) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA. The Commission further directs staff to file a Notice of Determination.

Section 6. Public Health, Safety and Welfare. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that AGR No. 23-000012 promotes the public health, safety and welfare of

the community because it will enable needed public improvements at the Property and the economic development of the Property will benefit the citizens of the City.

Section 7. Approval. The City Council hereby approves AGR No. 23-000012, in substantially the form attached hereto as “**Exhibit A**” and incorporated herein by this reference.

Section 8. 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 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

Section 10. Certification. The City Clerk shall cause to be recorded with the San Bernardino County Recorder a copy of the executed Development Agreement at the time and in the manner provided for in the Development Agreement.

Section 11. Severability. If any provision of the 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 11th day of August 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

Ordinance No. 1995

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 July 2026, and was finally passed and adopted not less than five days thereafter on the 11th day of August 2026 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

EXHIBIT "A"
DEVELOPMENT AGREEMENT
(FOLLOWING THIS PAGE)

Ordinance No. 1995

Recorded at request of)
Clerk, City Council)
City of Fontana)
)
When recorded return to:)
)
City of Fontana)
8353 Sierra Avenue)
Fontana, CA 92335)
Attention: City Clerk)
)
)
)

) Exempt from Filing Fees Gov. Code section 6103

**THIRD AMENDMENT TO
ARBORETUM DEVELOPMENT AGREEMENT**

A STATUTORY DEVELOPMENT AGREEMENT

between

**CITY OF FONTANA
a California municipal corporation**

and

**NORTH FONTANA INVESTMENT COMPANY, LLC,
a Delaware limited liability company**

THIRD AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO ARBORETUM DEVELOPMENT AGREEMENT (hereinafter "**Third Amendment**") is entered into effective on the date that the ordinance adopting this Third Amendment becomes effective (the "**Effective Date**") and amends that certain Arboretum Development Agreement made by and between the CITY OF FONTANA (hereinafter "**CITY**") and NORTH FONTANA INVESTMENT COMPANY, LLC, a Delaware limited liability company ("**DEVELOPER**"), recorded as Document No. 2009-0501456 on November 19, 2009, as amended by that certain First Amendment to Development Agreement recorded as Document No. 2017-0142267 on April 5, 2017, and that certain Second Amendment to Development Agreement recorded as Document No. 2021-0420491 on September 15, 2021, all in the Official Records of San Bernardino County (collectively, the "**Agreement**" or "**Development Agreement**"). This Third Amendment concerns all of the Property covered by the Agreement described in Exhibit "A" attached hereto.

CITY and DEVELOPER hereby agree to amend the Agreement as set forth herein. All capitalized terms used herein shall have the same meanings given those terms in the Agreement unless otherwise defined herein.

RECITALS

WHEREAS, CITY is authorized to amend the Agreement pursuant to Section 2.5 of the Agreement and Section 65868 of the Government Code; and

WHEREAS, the CITY has determined that there exists no uncured default by DEVELOPER under the Agreement as set forth in Section 2.3(ii) of the Agreement; and

WHEREAS, the CITY has determined that this Third Amendment will not result in any significant effects on the environment not previously analyzed in the Project's EIR (SCH #2006071109) and is not a "Project" as defined in Public Resources Code Section 21065 of the California Environmental Quality Act ("**CEQA**"), and has determined that all requirements of CEQA have been met with respect to this Third Amendment; and

WHEREAS, the CITY has approved an Amendment to the Specific Plan concurrent with its approval of this Third Amendment (the "**SPA Amendment**").

NOW, THEREFORE, CITY and DEVELOPER agree to amend the Agreement as follows:

1. Term. Section 2.3 of the Agreement is deleted in its entirety, and is amended and restated as follows:
"2.3 Term. The term of this Agreement shall commence on the Effective Date of the Second Amendment which was August 12, 2021, and shall continue for a period of ten (10) years thereafter (the "**Agreement Term**"). The Agreement Term shall extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the aforementioned ten

(10) year Agreement Term provided that there exists no uncured default of which DEVELOPER has been given notice as to this Agreement or any other agreement or condition of approval relative to the development of the Property. The Agreement Term shall further extend without modification or amendment of this Agreement for one (1) additional five (5) year period following the expiration of the aforementioned fifteen (15) year Agreement Term provided:

- (i) DEVELOPER shall have applied for and obtained building permits for at least forty percent (40%) of the residential DU's in accordance with the Development Approvals by January 1, 2030; and
- (ii) There exists no uncured default of which DEVELOPER has been given notices as to this Agreement or any other agreement or condition of approval relative to the development of the Property.

This final additional five (5) year period shall terminate unless DEVELOPER shall have applied for and obtained building permits for at least seventy percent (70%) of the residential DU's in accordance with the Development Approvals by January 1, 2040."

2. Development Impact Fees. Exhibit "E" to the Agreement is deleted in its entirety and replaced by Exhibit "E" attached hereto.

3. Circulation Improvement Fee Credit. The requirement in the former Exhibit "E" to the Agreement for the construction of the Citrus/Duncan Canyon traffic signal has been removed in Exhibit "E" attached hereto by the City resulting in a Circulation Fee adjustment of \$114.48 per multi-family dwelling unit (556 DUs at Gardens) and \$187.07 per single family dwelling unit (943 DUs at Meadows and Gardens) for a total true up payment obligation of \$240,057.89 as set forth in Exhibit "E" attached hereto (the "True Up Payment"). Developer shall pay to City the True-Up Payment upon the earlier to occur of (i) City's issuance of the final dwelling unit building permit within the Resort Village, or (ii) City's issuance of a total of 2,962 building permits within the overall Project. Further, Section 4.2.7 of the Agreement is hereby amended by deleting the first two sentences of Section 4.2.7 in their entirety and replacing them with the following, which shall read as follows and inserting the following in replace thereof:

"DEVELOPER shall construct and dedicate the regional circulation improvements having a value of Eight Million One Hundred Seventy-Five Thousand Two Hundred Sixty-Four and 07/100 Dollars (\$8,175,264.07) (the "Circulation Credit") set forth in Exhibit "E" in accordance with the phasing schedule attached hereto as Exhibit "E 1" and shall receive credit against the Project's Circulation Improvement Fee, which is Fourteen Million Four Hundred Forty-

Two Thousand Four Hundred Seventy-Six and 00/100 Dollars (\$14,442,476.00), for constructing those improvements in accordance with Exhibit "E". The remaining Fair Share Obligation of Six Million Two Hundred Sixty-Seven Thousand Two Hundred Eleven and 93/100 Dollars (\$6,267,211.93) shall be paid as follows: for the first 1,028 single-family DU's, \$2,488.23 per DU, and for the first 2,436 condominium/townhouse DU's, \$1,522.71 per DU."

4. Planning Area C-1. A new Section 4.3.5 and new Exhibits "E-3" and "L-1", attached hereto, are hereby added to Section 4 of the Agreement, which shall read as follows:

"4.3.5. Planning Area C-1/Development Impact Fees/Excess Fee Credits. Notwithstanding anything to the contrary in Section 4.2 of the Agreement, the following shall apply to Planning Area C-1 ("**PA C-1**") in the Resort Village area of the Project as identified in Exhibit "B" attached hereto:

4.3.5.1 Development Impact Fees. The SPA, in part, modified the Land Use Plan for the Resort Village area of the Project to provide for the commercial development of PA C-1 which the City and Developer agree shall be deemed to contain approximately 65 EDUs (to be determined in accordance with City's calculation of EDU's for commercial facilities in the Land Use Regulations). Subject to the "Excess Fee Credits" defined below, DEVELOPER shall pay to CITY the Development Impact Fees labeled "Commercial" in Exhibit "L-1" attached hereto (the "Commercial DIF") which will be collected for each building permit issued within PA C-1 and paid at the time required for payment in the City's Land Use Regulations. During the remainder of the Agreement Term, inclusive of all extensions thereof, commencing as of the Effective Date, the Commercial DIF set forth in Exhibit "L-1" shall not be increased with respect to PA C-1, nor shall any new Development Impact Fees be levied upon PA C-1; provided that DEVELOPER shall be subject to any new or increased Pass Through Fees. Any reduction in any Commercial DIF shall apply only to building permits for which the Commercial DIF was not previously paid. Upon expiration of the Agreement Term, inclusive of all extensions thereof, the DEVELOPER shall thereafter pay the amount of Commercial DIF legally adopted and in effect by then-applicable CITY Land Use Regulations.

4.3.5.2 Excess Fee Credits. CITY acknowledges and agrees that the total amount of fee credits received or to be received by DEVELOPER for its construction of certain public improvements under each of Sections 4.2.5 (Storm Drainage), 4.2.6 (Median Landscape), and 4.2.8 (Sewer Connection Credit) of the Agreement exceed the amount of Development Impact Fees payable by DEVELOPER for Storm Drainage, Median Landscape and Sewer

Connection for all of the SFD and MF residential units approved for development in the Project as set forth in Exhibit "E" of the Agreement (the "Excess Fee Credits"). For that eighteen (18) month period commencing on the Effective Date of the Third Amendment to the Development Agreement, the CITY agrees that the Excess Fee Credits may be used by DEVELOPER as credits against the Commercial DIF charged for Storm Drainage, Median Landscape and Sewer Connection and payable by DEVELOPER for development of PA C-1 for commercial use. Exhibit "E-3" attached hereto identifies all of the Excess Fee Credits available for use by DEVELOPER to pay the Commercial DIF. Each application for a building permit within PA C-1 shall identify the type and amount of Excess Fee Credits being applied by Developer to that building permit. If building permits are issued within PA C-1 to the purchaser or lessee of a commercial lot from Developer, Excess Fee Credits necessary to pay the Commercial DIF charged for Storm Drainage, Median Landscape and Sewer Connection for such permits may be assigned by Developer to such purchaser or lessee. Any Excess Fee Credits not used by DEVELOPER during the aforementioned 18-month period shall be forfeited by DEVELOPER.

5. Exhibit B. Exhibit "B" in the Agreement is deleted and replaced by the new Exhibit "B" attached to this Third Amendment.

6. Integration. This Third Amendment reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Third Amendment, the provisions of the Agreement shall govern the conduct of the parties. To the extent this Third Amendment conflicts with the Agreement, this Third Amendment supersedes such previous document. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Agreement.

SIGNATURES FOLLOWS IMMEDIATELY ON NEXT PAGE

Ordinance No. 1995

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the dates set forth below and this Third Amendment shall be effective on the date that the ordinance adopting this Agreement becomes effective. The term "Effective Date" as used in this Third Amendment means the Effective Date of the Agreement as defined in Section 1.1.13 of the Agreement.

"CITY"

CITY OF FONTANA

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

City Clerk, Fontana

City Manager

Deputy City Manager

APPROVED AS TO LEGAL FORM:

BEST, BEST & KRIEGER

By: _____
City Attorney

"DEVELOPER"

NORTH FONTANA INVESTMENT COMPANY, LLC,
a Delaware limited liability company
By: LC NORTH FONTANA, LLC,
a Delaware limited liability company - Its Member

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager

By: _____
Name: John M. Goodman
Its: Sr. EVP/CEO

By: YH SUMMIT LLC,
a California limited liability company - Its Member

By: YH COMMUNITIES, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Jack H. Young
Its: Executive Vice President

Ordinance No. 1995

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)
) ss:
COUNTY OF _____)

On _____, 20____, 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.

[SEAL]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, 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.

[SEAL]

Ordinance No. 1995

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)
) ss:
COUNTY OF _____)

On _____, 20____, 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.

[SEAL]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20____, 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.

[SEAL]

EXHIBIT "A"
TO ARBORETUM DEVELOPMENT AGREEMENT

Description of Property

PARCEL 1:

THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; AND THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST ONE-QUARTER, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP OFFICIAL GOVERNMENT SURVEY THEREOF.

EXCEPTING FROM THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 50% OF ALL OIL, GAS AND HYDROCARBONS IN AND UNDER SAID LAND, WITHOUT SURFACE RIGHTS, AS RESERVED IN THE DEED FROM LOUISE MATTIS, ET UX, RECORDED JUNE 3, 1964, IN BOOK 6161, PAGE 333, OFFICIAL RECORDS.

APN: 0239-081-04, 0239-081-12, 0239-081-13, 0239-081-14, 0239-081-20 AND 0239-081-21

PARCEL 2:

THE EAST 1/3 OF THE SOUTH 1/2 OF GOVERNMENT LOT 4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL GOVERNMENT PLAT THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1320 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 660 FEET; THENCE WEST 440 FEET; THENCE SOUTH 660 FEET; THENCE EAST 440 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTH 10 FEET THEREOF, AS CONVEYED TO J. P. LARKIN BY DEED DATED MAY 5, 1890, AND RECORDED MAY 16, 1890 IN BOOK 112, PAGE 395 OF DEEDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO SOUTHERN CALIFORNIA GAS COMPANY AS TO A 70% INTEREST AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, AS TO A 30% INTEREST, AS TENANTS IN COMMON, IN GRANT DEED RECORDED JANUARY 15, 1960 IN BOOK 5032, PAGE 276, OFFICIAL RECORDS.

APN: 0239-081-31

PARCEL 3A:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 4544, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 69 OF PARCEL MAPS, PAGES 55 AND 56, RECORDS OF SAID COUNTY.

APN: 0239-081-40 THROUGH 0239-081-43

PARCEL 3B:

A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OVER THE MOST SOUTHERLY 30 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP

Ordinance No. 1995

1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE UNITED STATES SURVEYOR GENERAL, DATED OCTOBER 14, 1875 AS CONVEYED TO ANTHONY J. RIZZO, ET UX, BY DEEDS RECORDED CONCURRENTLY ON APRIL 3, 1981 AS INSTRUMENT NOS. 81-072264, 81-072265 AND 81-072267, ALL OF OFFICIAL RECORDS.

PARCEL 4A:

THE SOUTHWEST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

APN: 0239-131-18 THROUGH 0239-131-21

PARCEL 4B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, DESCRIBED IN A DEED RECORDED IN BOOK 4349, PAGE 358 OF OFFICIAL RECORDS, SAN BERNARDINO BASE AND MERIDIAN AND AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 20 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, DESCRIBED IN A DEED RECORDED IN BOOK 4349, PAGE 359 OF OFFICIAL RECORDS, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL 5:

THE NORTH 10 ACRES OF THE SOUTH 18 ACRES OF THE FRACTIONAL NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER; THE SOUTH 8 ACRES OF THE FRACTIONAL NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE NORTH 2 ACRES OF THE FRACTIONAL SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF.

APN: 0239-131-35, 0239-131-36, 0239-131-38 AND 0239-131-39

PARCEL 6:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 0239-081-15, 029-081-16, 029-081-18 AND 029-081-19

Ordinance No. 1995

PARCEL 7:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY FILED IN THE DISTRICT LAND OFFICE, OCTOBER 18, 1875.

APN: 0239-081-09, 029-081-28 AND 029-081-29

PARCEL 8:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL GOVERNMENT TOWNSHIP PLAT THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, MINERALS, ASPHALTUM AND HYDRO-CARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AS RESERVED BY DEED FROM JAMES R. JOHNSON AND MILDRED E. JOHNSON, HUSBAND AND WIFE, TO A. K. BERRY AND ELIZABETH H. BERRY, HUSBAND AND WIFE, RECORDED NOVEMBER 25, 1957 IN BOOK 4376, PAGE 205, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE SOUTH 80 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED OCTOBER 14, 1875, AS SET OUT IN THAT CERTAIN DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, RECORDED FEBRUARY 8, 1971 IN BOOK 7605, PAGE 289, OFFICIAL RECORDS OF SAID COUNTY.

SAID 80-FOOT DIMENSION BEING MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 19.

ALSO EXCEPTING THEREFROM THE NORTH 32.88 FEET OF THE SOUTH 112.88 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875, AS SET OUT IN THAT CERTAIN DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, RECORDED JUNE 30, 1977 IN BOOK 9210, PAGE 1812, OFFICIAL RECORDS OF SAID COUNTY.

APN: 0239-131-43

PARCEL 9:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF.

APN: 0239-131-14 AND 0239-131-22

Ordinance No. 1995

PARCEL 10:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF.

EXCEPTING THEREFROM THE SOUTH 18 ACRES THEREOF.

APN: 0239-131-09

PARCEL 11:

THE NORTH 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAVING AND EXCEPTING THEREFROM THE NORTH 2 ACRES AND THE SOUTH 8 ACRES THEREOF, RUNNING ACROSS THE ENTIRE TRACT.

APN: 0239-131-06

PARCEL 12A:

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

APN: 0239-081-36

PARCEL 12B:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20 FEET OF GOVERNMENT LOT 5, SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 12C:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 20 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE EAST 20 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 12D:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 20 FEET OF THE WEST 200 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

Ordinance No. 1995

PARCEL 13:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL DATED 14, 1875.

APN: 0239-081-11

PARCEL 14A:

THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

APN: 0239-081-06

PARCEL 14B:

A RIGHT OF WAY AND EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 20 FEET OF GOVERNMENT LOT 5, SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

PARCEL 15:

THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF FRACTIONAL NORTHWEST ONE-QUARTER AND THE NORTHEAST 1/4 OF FRACTIONAL NORTHWEST 1/4, ALL IN SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, APPROVED BY THE SURVEYOR GENERAL.

APN: 0239-131-03 AND 0239-131-10

PARCEL 16:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THE SOUTH 80 FEET AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTH CALIFORNIA, A PUBLIC CORPORATION, IN DEED RECORDED FEBRUARY 27, 1970, IN BOOK 7395, PAGE 840, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, IN DEED RECORDED MARCH 1, 1977, IN BOOK 9124, PAGE 110, OFFICIAL RECORDS.

APN: 0239-131-45

PARCEL 17:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO

Ordinance No. 1995

THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS EXCEPTED IN A DEED RECORDED AUGUST 18, 2014 AS INSTRUMENT NO. 2014-0298227 OF OFFICIAL RECORDS.

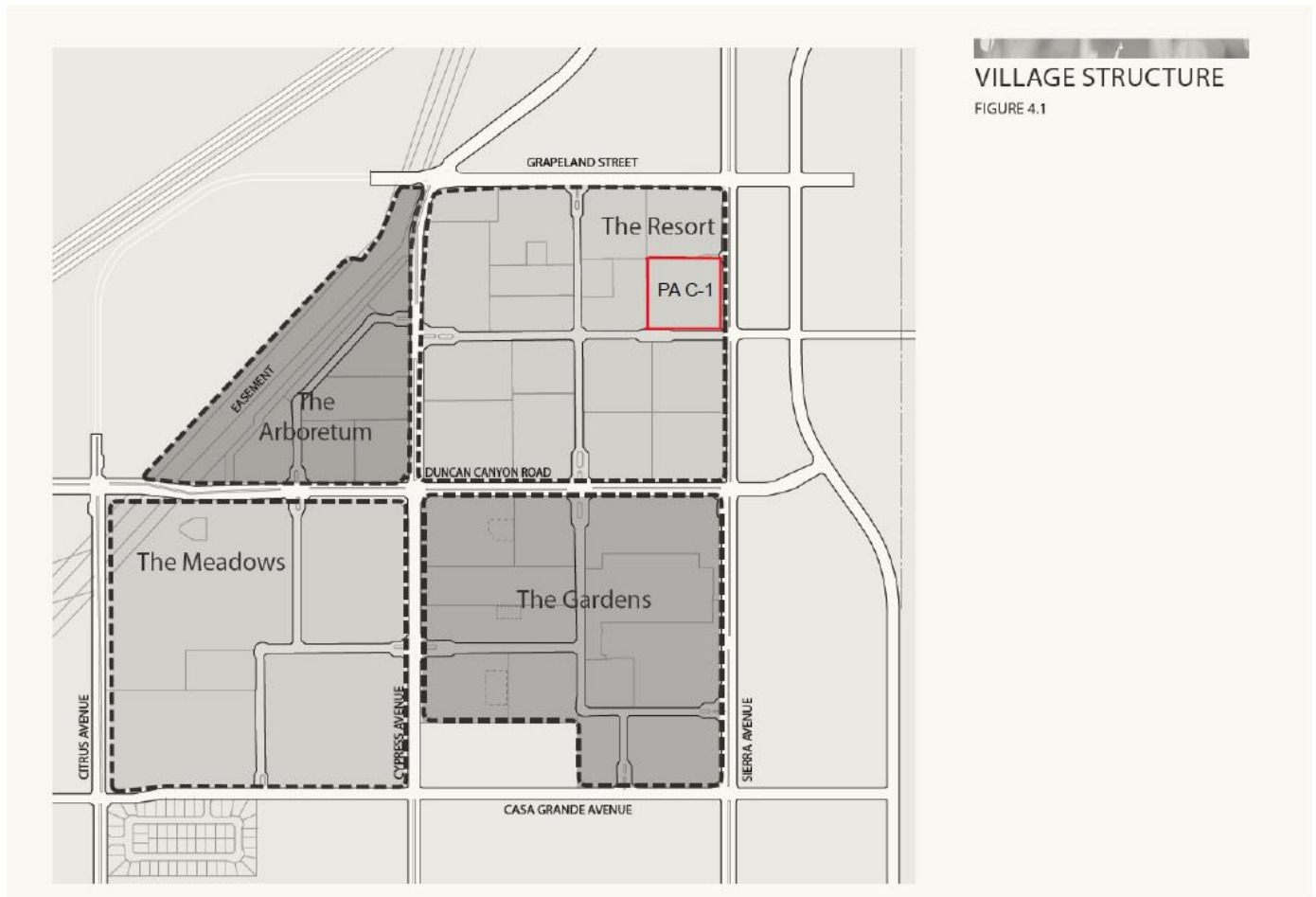
APN: 0239-081-37

PARCEL 18:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: 0239-131-23

EXHIBIT "B"
TO ARBORETUM DEVELOPMENT AGREEMENT
OVERALL LAND USE PLAN (UPDATED)



**EXHIBIT “E”
TO ARBORETUM DEVELOPMENT AGREEMENT
[SEE ATTACHED]**

The Meadows					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	LDR	30.3		259	259
2	LDR	28.2		128	128
3	LDR	21.5		198	198
		80.0	0	585	585

The Gardens					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	MDR	10.1	124	0	124
2	MDR	6.8	90		90
3	MDR	8.6	88		88
4	MDR	8.5	86		86
5	MDR	8.1	99		99
6	MDR	5.1	69		69
7	MDR	12.3		109	109
8	LDR	15.9		86	86
9	LDR	13.7		95	95
10	LDR	14.8		68	68
		103.9	556	358	914

The Resort					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	HDR	7.7	128		128
2	HDR	9.1	168		168
3	MDR	5.8	57		57
4	HDR	8.0	149		149
5	MDR	9.0	106		106
6	HDR	7.5	148		148
7	HDR	9.0	151		151
8	HDR	8.7	154		154
9	LDR	12.2		85	85
10	MDR	5.1	50		50
11	MDR	9.6	132		132
12	HDR	4.4	86		86
C-1	Comm	9.3			0
		105.4	1,329	85	1,414

The Arboretum					
PA	Land Use	Acres	MF Units	SF Units	No. of Homes
1	HDR	5.5	122		122
2	HDR	7.6	172		172
3	HDR	6.1	137		137
4	HDR	5.4	120		120
		24.6	551	0	551

Residential Acres		No. of Homes	
Community Total:	313.9	2,436	1,028
			3,464

A. **POLICE FACILITIES IMPACT FEE**

POLICE FACILITIES IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family ¹	1,028	UNIT	\$ 472.00	\$ 485,216.00
Residential, Multi Family ² (Note: MF Fee 0-2 Bedrooms \$448)	2,436	UNIT	\$ 472.00	\$ 1,149,792.00
FAIR SHARE OBLIGATION				\$ 1,635,008.00

B. **LIBRARY FACILITIES IMPACT FEE**

LIBRARY FEES	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 99.00	\$ 101,772.00
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms \$94)	2,436	UNIT	\$ 99.00	\$ 241,164.00
FAIR SHARE OBLIGATION				\$ 342,936.00

***Description of area used for Flood Control Facilities Fee:**

Total Adjusted Gross Acreage per SP	413.2
Less K-8 School in The Meadows [NAP] and Elementary School in The Resort	36.5
Less Activity Center in The Resort [NAP] (Wright)	8.8
Less NAP in The Gardens (Lum)	9.9
Less NAP in The Resort (Baynosa)	3.4
Total Developer Gross Acreage	<u>354.6</u>

Description of area used for Storm Drain Facilities Fee:

Specific Plan Net Acreage	354.6
Parks	<u>-31.1</u>
Arboretum SP w/out parks	323.5
Internal Streets (25%)	<u>-80.9</u>
Arboretum Residential SD Acreage	242.6
Arboretum Park SD Acreage	<u>31.1</u>
Storm Drain Acreage	<u>273.7</u>

C. **FIRE FACILITIES IMPACT FEE**

FIRE FEES	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 164.00	\$ 168,592.00
Residential, Multi Family	2,436	UNIT	\$ 164.00	\$ 399,504.00
FAIR SHARE OBLIGATION				\$ 568,096.00

D. **SANITARY SEWAGE FACILITIES EXPANSION IMPACT FEE**

[IEUA]

SANITARY SEWAGE FACILITY EXPANSION FEE*	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 6,955.00	\$ 7,149,740.00
Residential, Multi Family	2,436	UNIT	\$ 6,955.00	\$ 16,942,380.00
FAIR SHARE OBLIGATION				\$ 24,092,120.00

E. **SAN BERNARDINO COUNTY FLOOD CONTROL IMPACT FEE**

FLOOD CONTROL IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Total Project	354.6	AC	\$ 4,405.00	1,562,013.00
FAIR SHARE OBLIGATION				\$ 1,562,013.00

G. **SEWER CONNECTION IMPACT FEE**

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 876.61	\$ 901,155.08
Residential, Multi Family	2,436	UNIT	\$ 876.61	\$ 2,135,421.96
Subtotal				\$ 3,036,577.04
Total Construction Credit				\$ (3,511,779.30)

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00
60" Sewer Manhole				
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00
Contingency 35%				\$ 910,461.30
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30

H. **PUBLIC FACILITIES IMPACT FEE**

PUBLIC FACILITIES FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 445.00	\$ 457,460.00
Residential, Multi Family	2,436	UNIT	\$ 358.32	\$ 872,867.52
FAIR SHARE OBLIGATION				\$ 1,330,327.52

I. **MUNICIPAL SERVICES IMPACT FEE**

MUNICIPAL SERVICES FACILITIES FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 1,700.00	\$ 1,747,600.00
Residential, Multi Family	2,436	UNIT	\$ 1,700.00	\$ 4,141,200.00
FAIR SHARE OBLIGATION				\$ 5,888,800.00

J. **TRAFFIC/CIRCULATION IMPACT FEE**

TRAFFIC/CIRCULATION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 5,734.00	\$ 5,894,552.00
Residential, Multi Family	2,436	UNIT	\$ 3,509.00	\$ 8,547,924.00
Subtotal				\$ 14,442,476.00
Arterial Construction Credits (49% of Circulation Fee)		49%	of Circulation DIF	\$ (7,076,813.24)
Interchange Component Credit (51% of Circulation Fee)		10%	of Circulation DIF	\$ (1,098,450.83)
Total Circulation Construction Fee Credits				\$ (8,175,264.07)
FAIR SHARE OBLIGATION				\$ 6,267,211.93
Residential, Single Family	1,028	41%	\$ 2,488.23	\$ 2,557,899.81
Residential, Multi Family	2,436	59%	\$ 1,522.71	\$ 3,709,312.12
Note: Circulation Fee Adjustment for Deletion of Citrus/Duncan Cyn Traffic Signal is \$114.48 per MF DU (556 DUs at Gardens) and \$187.07 per SF DU (943 DUs at Meadows and Gardens). Total True Up \$240,057.89.				
Note: Circulation Fee for 19960 et al, 19961 et al, and 19962 et al (Meadows Village) is \$1750.08 per SF DU. True Up Payment Addressed herein.				

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Casa Grande</u>				
Excavation	0	CY	\$ 6.00	\$ -
Remove Exist. AC	0	SF	\$ 1.25	\$ -
6.5" A.C. Pavement	0	TONS	\$ 95.00	\$ -
Sidewalk	14,280	SF	\$ 4.75	\$ 67,830.00
Sleeves	0	LF	\$ 15.00	\$ -
Traffic Signal [Citrus, Cypress]	2	EA	\$ 350,000.00	\$ 700,000.00
Adjust Manhole to Grade	0	EA	\$ 800.00	\$ -
TOTAL CASA GRANDE				\$ 807,100.00

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Sierra Avenue</u>				
Excavation	3,709	CY	\$ 6.00	\$ 22,256.16
Remove Exist. AC	143,580	SF	\$ 0.45	\$ 64,611.00
6.5" A.C. Pavement	10,414	TONS	\$ 95.00	\$ 989,330.00
8" PCC Curb Only	4,770	LF	\$ 20.00	\$ 95,400.00
8" PCC Curb and Gutter	640	LF	\$ 16.50	\$ 10,560.00
Sidewalk	4,120	SF	\$ 4.75	\$ 19,570.00
Sleeves	1,200	LF	\$ 15.00	\$ 18,000.00
Traffic Signal [Grapeland/Segovia, Duncan Canyon]	2	EA	\$ 350,000.00	\$ 700,000.00
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
Adjust Manhole to Grade	23	EA	\$ 800.00	\$ 18,400.00
TOTAL SIERRA AVENUE				\$ 2,030,527.16

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Duncan Canyon</u>				
Excavation	3,715	CY	\$ 6.00	\$ 22,289.88
Remove Exist. AC	11,950	SF	\$ 0.45	\$ 5,377.50
6.5" A.C. Pavement	8,142	TONS	\$ 95.00	\$ 773,490.00
8" PCC Curb Only	9,953	LF	\$ 20.00	\$ 199,060.00
8" PCC Curb and Gutter	1,564	LF	\$ 16.50	\$ 25,806.00
Sidewalk	9,384	SF	\$ 4.75	\$ 44,574.00
Sleeves	2,980	LF	\$ 15.00	\$ 44,700.00
Traffic Signal [Cypress]	1	EA	\$ 350,000.00	\$ 350,000.00
Signal Interconnect (6-Pack w/96 Strand Fiber)	5,280	LF	\$ 35.00	\$ 184,800.00
Adjust Manhole to Grade	28	EA	\$ 800.00	\$ 22,400.00
TOTAL DUNCAN CANYON				\$ 1,672,497.38

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Citrus Avenue</u>				
Excavation	1,560	CY	\$ 6.00	\$ 9,359.40
Remove Exist. AC	54,890	SF	\$ 0.45	\$ 24,700.50
6.5" A.C. Pavement	2,426	TONS	\$ 95.00	\$ 230,470.00
8" PCC Curb Only	2,325	LF	\$ 20.00	\$ 46,500.00
Sleeves	480	LF	\$ 15.00	\$ 7,200.00
Traffic Signal		EA	\$ 400,000.00	\$ -
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
TOTAL CITRUS AVENUE				\$ 421,029.90

CIRCULATION ELEMENT IMPACT CREDIT	QUANT.	UNIT	COST	TOTAL
<u>Cypress Avenue</u>				
Excavation	1,249	CY	\$ 6.00	\$ 7,491.72
Remove Exist. AC	0	SF	\$ 1.25	\$ -
6.5" A.C. Pavement	8,038	TONS	\$ 95.00	\$ 763,610.00
8" PCC Curb and Gutter	1,370	LF	\$ 16.50	\$ 22,605.00
Sidewalk	8,240	SF	\$ 4.75	\$ 39,140.00
Sleeves	1,010	LF	\$ 15.00	\$ 15,150.00
Traffic Signal	0	EA	\$ 400,000.00	\$ -
Signal Interconnect (6-Pack w/96 Strand Fiber)	2,640	LF	\$ 35.00	\$ 92,400.00
TOTAL CYPRESS AVENUE				\$ 1,068,996.72

Subtotal - Casa Grande, Sierra Ave, Duncan Canyon, Citrus Avenue, Cypress Ave				\$ 6,000,151.16
Adjustment for Meadows Improvements at Citrus/Casa Grande & Cypress/Casa Grande Intersections				\$ 55,600.00
Contingency (35%)				\$ 2,119,512.91
PROJECT CIRCULATION CONSTRUCTION COMPONENTS				\$ 8,175,264.07

K **MEDIAN LANDSCAPE FEE**

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 279.00	\$ 286,812.00
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,436	UNIT	\$ 279.00	\$ 679,644.00
Subtotal				\$ 966,456.00
Total Construction Credit				\$ (2,126,312.10)
FAIR SHARE OBLIGATION				\$ (1,159,856.10)
Residential, Single Family	1,028	30%	\$ (334.83)	\$ (344,206.72)
Residential, Multi Family	2,436	70%	\$ (334.83)	\$ (815,649.38)
MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	FEE	TOTAL
Median Landscaping [Duncan Canyon, Citrus, Cypress, Sierra]*	143,186	SF	\$ 11.00	\$ 1,575,046.00
Subtotal				\$ 1,575,046.00
Contingency 35%				\$ 551,266.10
*Duncan Canyon (Citrus to Sierra); Citrus (between Tr. 16876/-1 and Duncan Canyon); Cypress (Duncan Canyon to Grapeland); Sierra (Duncan Canyon to Grapeland)				
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10

L. **PARK DEVELOPMENT FEE**

PARK DEVELOPMENT FEE	QUANT.	UNIT	FEE	TOTAL
Residential, Single Family	1,028	UNIT	\$ 6,500.00	\$ 6,682,000.00
Residential, Multi Family	2,436	UNIT	\$ 5,981.70	\$ 14,571,421.20
Subtotal				\$ 21,253,421.20
Total Construction Credit				\$ (24,625,728.85)
FAIR SHARE OBLIGATION				\$ (3,372,307.65)
Residential, Single Family	1,028	31%	\$ (1,031.36)	\$ (1,060,241.53)
Residential, Multi Family	2,436	69%	\$ (949.12)	\$ (2,312,066.12)

PARK CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
<u>Improvements for The Arboretum Park (10.7-AC)</u>				
Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00
Clearing & Grubbing	10.7	AC	\$ 5,000.00	\$ 53,500.00
Excavation	44,000	CY	\$ 2.50	\$ 110,000.00
Est. 12" to 18" PVC Drain System	4,000	LF	\$ 24.00	\$ 96,000.00
Arboretum Park Hard/Softscape costs per SITESCAPES Est. dated 6/12/08	1	LS	\$ 11,176,632.00	\$ 11,176,632.00
[Amenities include: Picnic Area w/ BBQs, Community Garden, Children's Play Park, Central Plaza w/ Fountain, etc.]				
SWPPP	1	EA	\$ 20,000.00	\$ 20,000.00
Subtotal				\$ 11,606,132.00

PARK CONSTRUCTION CREDITS				
<u>Improvements for The Meadows Park (4.6-AC)</u>				
Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
Clearing & Grubbing	4.7	AC	\$ 5,000.00	\$ 23,500.00
Excavation	23,000	CY	\$ 2.50	\$ 57,500.00
Est. 6" to 12" PVC Drain System	1	LS	\$ 75,000.00	\$ 75,000.00
The Meadows Park Hard/Softscape costs per SITESCAPES Est. dated June 2016	1	LS	\$ 3,735,255.00	\$ 3,735,255.00
[Amenities include: Central Pavilion Shade Structure, Themed Children's Play Area, 2 Half-court Basketball Courts, etc.]				
SWPPP	1	EA	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 4,001,255.00

PARK CONSTRUCTION CREDITS				
<u>Improvements for Meadows Pocket Park (.7-AC)</u>				
Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
Clearing & Grubbing	0.7	AC	\$ 5,000.00	\$ 3,500.00
Excavation	3,400	CY	\$ 2.50	\$ 8,500.00
Est. 6" to 12" PVC Drain System	1	LS	\$ 15,000.00	\$ 15,000.00
The Meadows Pocket Park Hard/Softscape costs per SITESCAPES Est. dated June 2016	1	LS	\$ 888,304.00	\$ 888,304.00
[Amenities include: Tot Lot, Outdoor Picnic Area with BBQs, Shade Structures, and Community Orchard]				
SWPPP	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal				\$ 959,304.00

Subtotal - Arboretum Park, Meadows Park, and Meadows Pocket Park				\$ 16,566,691.00
Contingency 35%				\$ 5,798,341.85
Total Park Improvements				\$ 21,405,728.85
Park Land Cost(Raw Land)	16.1	AC	\$ 200,000.00	\$ 3,220,000.00
PARK CONSTRUCTION CREDITS				\$ 24,625,728.85

M. **STORM DRAINAGE FACILITIES FEE**

STORM DRAINAGE	QUANT.	UNIT	FEE	TOTAL
Arboretum SP	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50
Park	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80
Subtotal	273.73			\$ 5,580,705.30
Total Construction Credits				\$ (13,661,885.25)
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL
<u>MASTER PLAN DRAIN SYSTEM</u>				
30" RCP	885	LF	\$ 130.00	\$ 115,050.00
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00
60" RCP	940	LF	\$ 299.00	\$ 281,060.00
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00
72" RCP	300	LF	\$ 387.00	\$ 116,100.00
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00
Subtotal				\$ 10,119,915.00
Contingency 35%				\$ 3,541,970.25
SD CONSTRUCTION CREDITS				\$ 13,661,885.25

¹The Single-Family DIF is charged when an individual lot is created and will be transferred to a third-party homebuyer in Fee Simple Absolute

²The Multi-Family DIF is charged when a condominium lot is created and transferred to a third-party homebuyer.

EXHIBIT “E-3” TO ARBORETUM DEVELOPMENT AGREEMENT

Excess Fee Credits

G. SEWER CONNECTION IMPACT FEE

SEWER CONNECTION IMPACT FEE	QUANT.	UNIT	FEE	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 876.61	\$ 902,031.69	
Residential, Multi Family	2,435	UNIT	\$ 876.61	\$ 2,134,545.35	
Subtotal				\$ 3,036,577.04	
Total Construction Credit				\$ (3,511,779.30)	

SEWER CONNECTION IMPACT CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
12" VCP Sewer	6,780	LF	\$ 132.00	\$ 894,960.00	
15" VCP Sewer	6,720	LF	\$ 150.00	\$ 1,008,000.00	
18" VCP Sewer	1,320	LF	\$ 185.00	\$ 244,200.00	
48" Sewer Manhole	69	EA	\$ 5,782.00	\$ 398,958.00	
60" Sewer Manhole					
Adjust Sewer Manhole to grade	69	EA	\$ 800.00	\$ 55,200.00	
Contingency 35%				\$ 910,461.30	
TOTAL CONSTRUCTION CREDIT				\$ 3,511,779.30	

Excess Sewer Connection Credits \$ 475,202.26

K. MEDIAN LANDSCAPE FEE

MEDIAN LANDSCAPE FEE	QUANT.	UNIT	FEE	TOTAL	COMMENT
Residential, Single Family	1029	UNIT	\$ 279.00	\$ 287,091.00	
Residential, Multi Family (Note: MF Fee 0-2 Bedrooms is \$265)	2,435	UNIT	\$ 279.00	\$ 679,365.00	
Subtotal				\$ 966,456.00	
Total Construction Credit				\$ (2,126,312.10)	

FAIR SHARE OBLIGATION				\$ (1,159,856.10)	
Residential, Single Family	1029	30%	\$ (334.83)	\$ (344,541.55)	
Residential, Multi Family	2,435	70%	\$ (334.83)	\$ (815,314.55)	

MEDIAN LANDSCAPING CONSTRUCTION CREDITS	QUANT.	UNIT	FEE	TOTAL	COMMENT
Median Landscaping [Duncan Canyon, Citrus, Cypress, Sierra]*	143,186	SF	\$ 11.00	\$ 1,575,046.00	
Subtotal				\$ 1,575,046.00	
Contingency 35%				\$ 551,266.10	
*Duncan Canyon (Citrus to Sierra); Citrus (between Tr. 16876-1 and Duncan Canyon); Cypress (Duncan Canyon to Grapeland); Sierra (Duncan Canyon to Grapeland)					
TOTAL MEDIAN CONSTRUCTION CREDIT				\$ 2,126,312.10	

Excess Median Landscape Credits \$ 1,159,856.10

M. STORM DRAINAGE FACILITIES FEE

STORM DRAINAGE	QUANT	UNIT	FEE	TOTAL	COMMENT
Arboretum SP	242.63	AC/NET	\$ 20,388.00	\$ 4,946,638.50	
Park	31.10	AC/NET	\$ 20,388.00	\$ 634,066.80	
Subtotal	273.73			\$ 5,580,705.30	
Total Construction Credits				\$ (13,661,885.25)	
FAIR SHARE CONTRIBUTION BY DEVELOPER				\$ (8,081,179.95)	
Net Acreage	273.73	AC/NET	\$ (29,522.99)	\$ (8,081,179.95)	

STORM DRAINAGE CONSTRUCTION CREDITS	QUANT.	UNIT	COST	TOTAL	COMMENT
<u>MASTER PLAN DRAIN SYSTEM</u>					
30" RCP	885	LF	\$ 130.00	\$ 115,050.00	
36" RCP	1,045	LF	\$ 240.00	\$ 250,800.00	
48" RCP	4,210	LF	\$ 275.50	\$ 1,159,855.00	
60" RCP	940	LF	\$ 299.00	\$ 281,060.00	
66" RCP	2,650	LF	\$ 323.00	\$ 855,950.00	
72" RCP	300	LF	\$ 387.00	\$ 116,100.00	
78" RCP	1,160	LF	\$ 450.00	\$ 522,000.00	
84" RCP	4,595	LF	\$ 950.00	\$ 4,365,250.00	
90" RCP	735	LF	\$ 1,810.00	\$ 1,330,350.00	
Manhole	40	EA	\$ 20,000.00	\$ 800,000.00	
Junction Structure	16	EA	\$ 8,000.00	\$ 128,000.00	
Catch Basins	27	EA	\$ 6,500.00	\$ 175,500.00	
Junction Structure	2	EA	\$ 10,000.00	\$ 20,000.00	
Subtotal				\$ 10,119,915.00	
Contingency 35%				\$ 3,541,970.25	
SD CONSTRUCTION CREDITS				\$ 13,661,885.25	

Excess Storm Drain Credits \$ 8,081,179.95

EXHIBIT “L-1”
TO ARBORETUM DEVELOPMENT AGREEMENT
Arboretum Fee Schedule-Commercial
[As of Effective Date of Third Amendment]



DEVELOPMENT FEES City of Fontana

BUILDING AND SAFETY

FEE TYPE	RESIDENTIAL	COMMERCIAL	INDUSTRIAL
PLAN CHECK & PERMIT: GRADING BUILDING ELECTRICAL MECHANICAL PLUMBING DISABLED ACCESS STATE ENERGY	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054	PER COMPREHENSIVE FEE SCHEDULE ADOPTED 09/01/2024; RESOLUTION 2024-054
SMI (min of \$.50)	0.00013 x VALUATION OF BLDG	0.00028 x VALUATION OF BLDG	0.00028 x VALUATION OF BLDG
PLANNING PLAN CHECK	\$191 PER SUBMITTAL \$95 FOR ROOM ADD/ALT	\$191 PER SUBMITTAL	\$191 PER SUBMITTAL
ENGINEERING PLAN CHECK (ON-SITE REVIEW)	\$120 PER SUBMITTAL \$60 PER ROOM ADD/ALT	\$120 PER SUBMITTAL	\$120 PER SUBMITTAL
FIRE PLAN CHECK	\$90 PER SUBMITTAL \$60 (INCLUDES: ADD/ALT) \$130 PER MISC PROJECT \$191 PER GRADING	\$350 PER SUBMITTAL/NEW CONST \$180 PER TENANT IMPROVEMENT \$130 PER MISC PROJECT \$191 PER GRADING	\$350 PER SUBMITTAL/NEW CONST \$180 PER TENANT IMPROVEMENT \$130 PER MISC PROJECT \$191 PER GRADING
BUILDING STANDARDS	\$1 PER \$25K VALUATION; MINIMUM OF \$1	\$1 PER \$25K VALUATION; MINIMUM OF \$1	\$1 PER \$25K VALUATION; MINIMUM OF \$1
COMPUTER FEES	\$.05 PER BLDG SF	\$.05 PER BLDG SF	\$.05 PER BLDG SF
TRAINING FEE	\$4 PER PERMIT	\$4 PER PERMIT	\$4 PER PERMIT
ARCHIVE	\$3 PER PLAN PAGE	\$3 PER PLAN PAGE	\$3 PER PLAN PAGE
MOBILE HOME	PER TITLE 25; CALIFORNIA REGULATIONS	N/A	N/A
NEW CERTIFICATE OF OCCUPANCY	N/A	\$181.00	\$181.00
TEMPORARY CERTIFICATE OF OCCUPANCY	N/A	\$312.00	\$312.00
INCIDENTAL/NUISANCE INSPECTIONS	\$152.00	\$152.00	\$152.00
PLAN CHECK/PERMIT EXTENSION	\$123.00	\$123.00	\$123.00

PLANNING

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL PER S.F NEW DEVELOPMENT	INDUSTRIAL PER S.F NEW DEVELOPMENT
		0-2 BEDROOM	3+ BEDROOM		
CIRCULATION	\$6,685.00	\$4,092.00	\$4,092.00	\$10.03 - COMM//RETAIL \$8.12 - OFFICE	\$4.09/BLDG SQ FT
ACTIVE TRANSPORTATION PLAN	\$925.00	\$878.00	\$925.00	\$0.253	0.073
LOCAL ARTERIALS	\$518.00	\$492.00	\$518.00	\$0.141	0.041
TRAFFIC SIGNALS	\$160.00	\$154.00	\$160.00	\$0.044	0.013
LANDSCAPE MEDIAN	\$326.00	\$310.00	\$326.00	\$0.089	0.026
PUBLIC FACILITIES	\$520.00	\$494.00	\$520.00	\$0.142	0.042
POLICE	\$552.00	\$523.00	\$552.00	\$0.150	0.044
LIBRARY	\$116.00	\$110.00	\$116.00	\$0.031	0.009
FIRE FACILITIES	\$431.00	\$409.00	\$431.00	\$0.118	0.034
FINAL PLANNING INSPECTION	\$90.00	\$90.00	\$90.00	\$566.00	\$566.00



DEVELOPMENT FEES City of Fontana

PLANNING CONTINUED

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL	INDUSTRIAL
		0-2 BEDROOM	3+ BEDROOM	PER \$F OF NEW DEVELOPMENT	PER \$F OF NEW DEVELOPMENT
INCLUSIONARY*	*Residential: Applies to development of 5 or more units only			*Non Residential: Applies to development greater than 5,000 s.f.	
	\$1,574.00	\$768.00		\$1.31 - OFFICE \$1.61 - HOSP/MEDICAL \$0.80 - HOTEL/MOTEL \$1.88 - RETAIL/ENTERTAINMENT	\$0.14 - MANUFACTURING/INDUSTRIAL \$0.15 - WAREHOUSE/DISTRIBUTION
PARK DEVELOPMENT:	\$7,733.00	\$7,347.00	\$7,733.00	N/A	N/A
MUNICIPAL SERVICES BASED ON FISCAL ANALYSIS	\$2,630.00	\$2,630.00	\$2,630.00	N/A	
LANDSCAPE PLAN CHECK	\$203.00 PER SFD (1) \$1,474.00 5 ACRES OR LESS \$2,835.00 MORE THAN 5 ACRES				
LANDSCAPE PERMIT ISSUANCE FEE	\$43.00				
LANDSCAPE INSPECTION FEE	\$67.00 PER SFD (1)				
MISCELLANEOUS FEES	\$286 X NO. OF SHEETS FOR REVISIONS TO CITY APPROVED PLANS \$54 X NO. OF SHEETS FOR GIS ARCHIVE (CFD & PUBLIC PARKS ONLY)				

ENGINEERING

FEE TYPE	SINGLE FAMILY RESIDENTIAL PER DWELLING UNIT	MULTI-FAMILY RESIDENTIAL PER DWELLING UNIT		COMMERCIAL	INDUSTRIAL
		0-2 BEDROOM	3+ BEDROOM	PER \$F OF NEW DEVELOPMENT	PER \$F OF NEW DEVELOPMENT
SEWER EXPANSION **Equivalent Dwelling Unit	\$8,620.00 PER DWELLING UNIT			\$8,620.00 PER EDU**	
SEWER CONNECTION MASTER	\$1,023.00 PER DWELLING UNIT			\$1,023.00 PER EDU**	
SEWER CONNECT PERMIT	\$25 PER CONNECTION				
SEWER DEPOSIT	N/A	\$60.24 PER BILLING ACCT		\$60.24 PER BILLING ACCT	\$60.24 PER BILLING ACCT
STORM WATER PLAN CHECK (\$WQMP) & INSPECTION	\$3,349 PRELIMINARY & FINAL REVIEW \$ 1,020 AMENDMENT				
ENGINEERING FINAL INSP	\$37.00				
FLOOD CONTROL FEE: *	PER NET ACRE				
A. ETIWANDA	\$9,790.00	\$9,790.00		\$9,790.00	\$9,790.00
STORM-DRAIN FEES: *					
A. DECLEZ NORTH	\$27,182	\$27,182		\$27,182	\$27,182
B. DECLEZ SOUTH	\$32,274	\$32,274		\$32,274	\$32,274
C. FONTANA EAST	\$16,550	\$16,550		\$16,550	\$16,550
D. UPPER ETIWANDA	\$10,508	\$10,508		\$10,508	\$10,508
E. MIDDLE ETIWANDA	\$ 8,102	\$ 8,102		\$ 8,102	\$ 8,102
F. LOWER ETIWANDA	\$ 9,713	\$ 9,713		\$ 9,713	\$ 9,713
G. I-10 NORTH	\$23,768	\$23,768		\$23,768	\$23,768
H. I-10 SOUTH	\$ 5,827	\$ 5,827		\$ 5,827	\$ 5,827
I. I-15 NORTH	\$22,226	\$22,226		\$22,226	\$22,226
J. PROJECTS 3-4	\$19,492	\$19,492		\$19,492	\$19,492

ENVIRONMENTAL

STORM WATER COMPLIANCE FEE	ALL NEW CONSTRUCTION (INSPECTION)
LOW PRIORITY: Less than 5 acres	\$396.00
MEDIUM PRIORITY: 5 acres, but less than 50 acres	\$793.00
HIGH PRIORITY: Greater than 50 acres	\$1,587.00
NON-COMPLIANCE RE-INSPECTION FEE	\$113.00/hr

☎: Check with Environmental Health for all other applicable fees

School: See School District for all applicable fees

Etowanda Unified District	(909) 899-2451	6061 East Ave. Etowanda Ave. Etowanda, CA.*
Cucamonga Unified School District	(909) 987-8942, x 238	8776 Archibald Ave. Rancho Cucamonga, CA.*
(*Certificates from these districts must also be accompanied by a certificate from the Chaffey Union H.S. District)		
Chaffey Union High School District	(909) 988-8511	211 W. Fifth St. Ontario, CA.*
(*Certificates from the Chaffey Union H.S. District must also be accompanied by a certificate from the Etowanda or Cucamonga District)		
Colton Unified School District	(909) 580-5000, x6642	325 N. Hermosa Avenue, Colton, CA.
Fontana Unified School District	(909) 357-7528, x 29456	9851 Catalina Ave. Fontana, CA.
Rialto Unified School District	(909) 421-7555	625 W. Rialto Ave. Rialto, CA.

**** Approximately 65 EDUs (To be determined in accordance with City calculation of EDU's for commercial facilities in the Land Use Regulations)**



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1164

Agenda #: D.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Adoption of Ordinance No. 1996 (Second Reading), approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Specific Plan Amendment No. 26-0001 to add gas station and drive through uses as conditionally permitted uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan; and that the reading of the title constitutes the first reading thereof.

RECOMMENDATION:

Conduct a second reading by title only and adopt, **Ordinance No. 1996**, approving, pursuant to an Addendum to the Environmental Impact Report for the Ventana at Duncan Canyon Specific Plan (SCH No. 2021100400), Specific Plan Amendment No. 26-0001 to add gas station and drive through uses as conditionally permitted uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan; and that the reading of the title constitutes the first reading thereof.

COUCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.

DISCUSSION:

Ordinance No. 1996 was introduced by a vote of 4-0 at the July 14, 2026, Regular City Council Meeting.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1996

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING, PURSUANT TO THE PROJECT ADDENDUM TO THE VENTANA AT DUNCAN CANYON SPECIFIC PLAN, SPECIFIC PLAN AMENDMENT NO. 26-0001, AN AMENDMENT TO THE VENTANA AT DUNCAN CANYON SPECIFIC PLAN TO MODIFY ALLOWED LAND USES.

WHEREAS, the City of Fontana (the "City") received an application on January 26, 2026 from The Previti Group ("Applicant") for a Specific Plan Amendment ("SPA No. 26-0001") to add gas station and drive through uses to Planning Area 4 of the Ventana at Duncan Canyon Specific Plan, four Conditional Use Permits to establish a gas station use and Type 20 (Beer & Wine, Off-Sale) Alcohol Beverage Control ("ABC") License for a convenience store as part of a gas station ("CUP No. 26-0001"), to establish an ABC Type 21 (General, Off-Sale) and Type 86 (Sampling) License for a grocery store ("CUP No. 26-0002"), to establish a drive-through use for a standalone building ("CUP No. 26-0003"), to establish a drive-through use for a suite as part of a multi-tenant building "CUP No 26-0011"), and a Design Review ("DR No. 26-0002"), for site and architectural review of a new 98,783 square foot retail shopping center with associated site improvements, at the Project Site ("Project"); and

WHEREAS, pursuant to the California Environmental Quality Act (Pub. Res. Code Section 2100) ("CEQA") Guidelines and the State CEQA Guidelines (14. Cal Code Regs. Section 1500), the city, acting as the lead agency under CEQA, previously determined that an Environmental Impact Report (EIR) must be prepared to evaluate and disclose all potential significant environmental impacts associated with the Ventana at Duncan Canyon Specific Plan; and

WHEREAS, on September 13, 2022, the City certified the Final Environmental Impact Report ("FEIR") (SCH No. 2021100400) for the Ventana Specific Plan. The FEIR consists of the Draft EIR, comments received during the 45-day public review and comment period on the Draft EIR, written responses to those comments, and revisions documented in an errata section. For purposes of this Resolution, the term "FEIR" refers to the Draft EIR as revised by the errata, along with all other sections comprising the Final EIR; and

WHEREAS, pursuant to CEQA, when taking when taking subsequent discretionary actions on a project for which an EIR has been certified, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code Section 21166 and State CEQA Guidelines Section 15162 require additional environmental review; and

WHEREAS, pursuant to CEQA Guidelines Section 15164, a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred; and

WHEREAS, the City evaluated the proposed Project in light of the standards for subsequent environmental review outlined in Public Resources Code Section 21166, State CEQA Guidelines Section 14162 and the City of Fontana's 2019 Local Guidelines for Implementing CEQA and concluded that the proposed Project would not result in new significant environmental effects that were previously disclosed in the FEIR and therefore, no subsequent EIR or mitigated negative declaration is required; and

WHEREAS, the proposed Project would nonetheless necessitate minor changes or additions to the FEIR, and thus, the City has prepared an Addendum to the FEIR pursuant to State CEQA Guidelines Section 15164; and

WHEREAS, pursuant to State CEQA guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the FEIR; and

WHEREAS, on June 16, 2026, the Fontana Planning Commission ("Planning Commission") held a noticed public hearing and received public testimony and evidence by the Applicant, City staff, and other interested parties for MCN 26-0004 and Addendum to the Ventana at Duncan Canyon Specific Plan Environmental Impact Report ("Ventana EIR") and Mitigation Monitoring and Reporting Program ("MMRP"). After carefully considering all information pertaining to the project, the Planning Commission voted 3-0 to recommend approval to City Council ("City Council") by Resolution No. PC 2026-023; and

WHEREAS, on July 14, 2026, the City Council held a noticed public hearing on the Addendum to the Ventana at Duncan Canyon Specific Plan Environmental Impact Report, MMRP, and MCN No. 26-0004, received testimony from all parties and documentation from the Planning Commission's public hearing on June 16, 2026; and

WHEREAS, based on the information presented to the City Council at the public hearing held on July 14, 2026, the City Council found that the amendments and project are in conformance with the goals and policies of the General Plan to provide a community that is balanced between residential, commercial, and industrial uses, is developed with high standards, and provides diverse economic and social opportunities for our citizens and those who wish to invest in the City.

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

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

Section 2. Compliance with California Environmental Quality Act. As the decision-making body for the Project, the City Council has reviewed and considered the Ventana at Duncan Canyon Specific Plan FEIR and Addendum, any oral or written comments received, and the administrative record prior to making any decision on the proposed project. The City Council finds that the Addendum and Ventana at Duncan

Canyon Specific Plan FEIR contain a complete and accurate reporting of all of the environmental impacts associated with the proposed project. The City Council further finds that the Addendum has been completed in compliance with the State CEQA Guidelines and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA.

Section 3. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the Ventana at Duncan Canyon Specific Plan FEIR, the Addendum, and all related information presented to the City Council, the City Council finds that the Proposed Project necessitates only minor modifications to the Ventana at Duncan Canyon Specific Plan FEIR. Therefore, pursuant to State CEQA section 15164 and Section 8.06 of the City of Fontana's 2019 Local Guidelines for Implementing CEQA, an Addendum to the Ventana at Duncan Canyon Specific Plan FEIR is the appropriate document for the project.

The City Council further finds that the preparation of a subsequent or supplemental EIR is not required for the proposed projects because the projects:

- A. Will not result in substantial changes that would require major revisions of the Ventana at Duncan Canyon Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- B. Will not result in substantial changes with respect to the circumstances under which the proposed project are developed that would require major revisions of the Ventana at Duncan Canyon Specific Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- C. Does not present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Ventana at Duncan Canyon Specific Plan FEIR documents were certified showing any of the following:
 - (i) The proposed project would have one or more significant effects not discussed in the EIR;
 - (ii) That significant effects previously examined would be substantially more severe than shown in the EIR;
 - (iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the lead agency declined to adopt such measures; and
 - (iv) That mitigation measures or alternatives considerably different from those analyzed would substantially reduce one or more significant effects on the environment, but which the lead agency declined to adopt.

Section 4. Findings on Environmental Impacts. Having considered the Addendum, the administrative record, the Ventana Specific Plan FEIR and all written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the proposed project have been addressed within the Ventana Specific Plan FEIR and the Addendum. The City Council finds that no new or additional mitigation measures or alternatives are required. The City Council further finds that there is no substantial evidence in the administrative record that the proposed project may result in any significant environmental impacts beyond those analyzed in the Ventana Specific Plan FEIR. The City Council finds that the Addendum contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed project and reflects the independent judgment and analysis of the City Council.

Section 5. Adoption of the Addendum to the Ventana at Duncan Canyon Specific Plan FEIR. The City Council hereby adopts the Addendum to the EIR for the Ventana at Duncan Canyon Specific Plan Program Environmental Impact Report (SCH No. 2021100400) and Mitigation, Monitoring, and Reporting Program (MMRP) that have been prepared pursuant State CEQA Guidelines Sections 15162 and 15164 along with the City of Fontana's 2019 Local Guidelines for Implementing CEQA. The City Council further directs staff to file a Notice of Determination.

Section 6. Specific Plan Amendment Findings. The City Council hereby makes the following findings for Specific Plan Amendment No. 26-0001 in accordance with Section 30-67 "Purpose" of the Fontana Zoning and Development Code:

Finding: **A Specific Plan may be amended by changing the development standards or zoning designation 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 Ventana at Duncan Canyon Specific Plan was adopted March 27, 2007. The Applicant is proposing to add gas stations and drive-through uses as conditionally permitted uses within Planning Area 4. Currently gas stations and drive-throughs are prohibited uses within Planning Area 4. Gas stations and drive-throughs are reasonable uses to add to Planning Area 4 because Planning Area 4 is located at the southwest corner of Duncan Canyon Road and John Previti Avenue—which is in close proximity to the freeway. This will attract residents and other visitors to the commercial center, which will include a gas station with a convenience store, generating additional revenue for the local economy and increasing customer traffic to surrounding businesses. Allowing gas stations and drive-throughs as conditionally permitted uses will enable the City to regulate the land uses by imposing conditions of approval to address site-specific

operational and compatibility considerations. Additionally, drive-through restaurants will be subject to the Special Use Regulations in Chapter 30.

Section 7. Approval. Based on the findings in Section 6, Specific Plan Amendment No. 26-0001 is hereby approved and the Ventana at Duncan Canyon Specific Plan is amended to modify the allowed land uses in the specific plan area as shown in **Exhibit “A”**, attached hereto and by this reference incorporated herein.

Section 8. 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 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian or records is the City Clerk.

Section 10. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

Section 11. 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 11th day of August 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

Ordinance No.1996

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 July 2026, and was finally passed and adopted not less than five days thereafter on the 11th day of August 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

EXHIBIT “A”

Ventana at Duncan Canyon Specific Plan Amendment

5.4.1 Permitted Uses

Land Use: Mixed-Use

Principal Permitted Uses:

1. Vertically Mixed Uses that include Retail Commercial, Office Professional and Residential
2. Attached Condominiums and Townhomes
3. Multi-family Attached Residential
4. Sit Down Restaurants
5. Offices, Corporate and Professional Services
6. Grocery Store/Specialty Market
7. Hotels
8. Fast Food Restaurants
9. Food Courts
10. Retail Shops
11. Kiosk and Small Cart Retail
12. Arcades with Video Games
13. Book Stores
14. Art Galleries and Auctions associated with the Art Gallery Use
15. Sports Clubs, Gyms and Athletic Facilities
16. Music and Vocational Instruction
17. Salons and Spas
18. Any other use not specifically identified as a conditionally permitted or prohibited use, deemed compatible with other permitted uses by the Director of Planning.

Accessory Permitted Uses:

1. Utility Facilities
2. Automatic Teller Machines (ATMs)
3. Kiosk and Small Cart Retail
4. Parking Structures
5. Construction Trailers and Containers (Temporary)
6. Leasing Office
7. Private Recreation Facilities
8. Recreation Centers
9. Swimming Pools
10. Tot Lots
11. Spas
12. Court Games (Basketball, Volleyball, Handball, etc)
13. Other accessory uses as determined by the Director of Planning to be substantially compatible with principal permitted uses.

Conditionally Permitted Uses:

1. Restaurants and Cafes with Entertainment and/or Dancing (Alcoholic beverages allowed)
2. Night Clubs (Alcoholic beverages allowed)
3. Winery and Micro-brewery (Alcoholic beverages allowed)
4. Wireless Telecommunication Facilities that are fully integrated into the architecture of structures, as a stealth facility
5. ~~Gas Stations~~
6. ~~Only two (2) Drive-Throughs associated with any kind of use are allowed in Planning Area 4. Application of the Drive-Through must comply with the Special Use Regulations in Chapter 30 of the Municipal Code.~~
7. Other conditionally permitted uses as determined by the Director of Planning to be substantially compatible with principal permitted uses

Prohibited Uses:

1. Car Washes
2. Storage Facilities
3. ~~Gas Stations~~
4. ~~Free-standing Drive-through Fast Food and Coffee Shops~~
5. Auctions not associated with a permitted use
6. New and Used Automobile Sales
7. Pawn Shops
8. Tattoo Parlors
9. Freestanding Wireless Facilities that are not camouflaged or fully integrated into the architecture of structures
10. Any other uses not specifically identified as a principal, accessory, or conditionally permitted use, and uses deemed incompatible by the Director of Planning

5.4.2 Development Standards

Commercial Floor Area Ratio Maximum:

1 FAR

Maximum Residential Density:

24 Dwelling Units per Acre



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1166

Agenda #: E.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Community Services

SUBJECT:

Approve the purchase order of Lakeshore Learning to support materials/supplies for the Fontana Expanded Learning Program's school sites

RECOMMENDATION:

1. Authorize to procure Teaching Aids: Instructional and Classroom Supplies utilizing the Purchasing Policy and Procedure Manual Section 3.1.5 Non-Competitive Proposal - Purchased by Another Agency.
2. Authorize Purchasing Division to procure and use the Education Services Center, Region 2 Agency Contract 26-27 E000 to purchase the Instructional and Classroom Supplies.
3. Authorize the purchase order to Lakeshore Learning for FY 2026/2027 in the amount of \$200,000 to support materials/supplies for the Fontana Expanded Learning Program's school sites.

COUNCIL GOALS:

- Improve public safety by combating gang and drug activity.
- Practice sound fiscal management by living within our means while investing in the future.

DISCUSSION:

The City of Fontana is currently in its eighteenth year of collaboration with the Fontana Unified School District as the Fontana Expanded Learning Program (FELP) provider. FELP is an After School Education and Safety (ASES) grant and Expanded Learning Opportunities Program funded program.

FELP provides physical education, enrichment lessons, homework support and 21st Century Skill lessons to meet the program requirements as well as align with the districts' efforts to prepare students to engage their world and make healthy choices.

To ensure the program is able to purchase and meet the need for materials and supplies at the FELP sites, staff is recommending purchase orders be established for Lakeshore Learning. Lakeshore will support the program needs for materials and supplies allowing program to access high quality academic/educational materials/supplies.

Lakeshore offers a wide range of materials, such as school furniture, educational materials,

classroom organization and decoration materials, for a variety of ages and grades. Due to the various program material needs Lakeshore provides, staff is recommending the City to open a purchase order with Lakeshore.

Staff recommends utilizing the GoodBuy cooperative purchasing contract administered by Education Service Center (ESC) for the purchase of Lakeshore Learning educational materials. GoodBuy is a public cooperative purchasing program that competitively solicits and awards contracts on behalf of governmental entities. The contract with Lakeshore Learning was awarded through GoodBuy's competitive procurement process, providing pricing and terms available to participating agencies. This procurement method is allowed per the City's Purchasing Policies and Procedures Manual, Section 3.1.5 Non-Competitive Proposal when a product or service is being purchased was awarded a bid by another agency at the same or better price offered to the City of Fontana.

FISCAL IMPACT:

The program is budgeted in the adopted FY 2026/2027 Community Services Department operating budget as designed by the FUSD Operating Agreement. The cost of the curriculum is \$200,000 and will be funded from Budget Unit #38624101 in the FELP Account # 8010.

Per the Operating Agreement with the Fontana Unified School District, the City will be reimbursed in an amount not to exceed \$200,000 per year for services provided to the grant-funded after-school program.

MOTION:

Approve staff recommendation.

Bill to:

100845
CITY OF FONTANA
8353 Sierra Ave
Fontana CA 92335-3528

Ship to:

100845
CITY OF FONTANA
8353 Sierra Ave
Fontana CA 92335-3528

Comments:

Please reference the quote number on your purchase order.

Verify shipping address

Discontinued: GM365

LM773 and KT39601GDE have limited stock

Verify color for LC1420BU, LC1435BU, LC1315MB, LC1325MB

Please note store exclusive items cannot be shipped. These items are not included in your total

Store exclusives: TC116, SCD168323, SCD168000, SKH1300, GM624, STE92917

Valid From: 06/22/2026 Valid To: 09/21/2026 Sls: Your reference #: 20165973 - 6/22/26

Line	Item	Out of Stock Ship By	Qty	Description	Net Price	Ext Price	Image
10	FF347		5	10-BIN MOBILE STORAGE CENTER	\$429.00	\$2,145.00	
Our mobile organizer really stores it all—and it's a cinch to move anywhere in the classroom! The durable metal center features 5 rows of removable plastic trays in 2 different sizes, plus 6 locking casters that make it easy to set up the center in just the right spot—then roll it out of the way! Assembly required.							
Item consists of							
*11	FF347-1		5	BX 1 OF 2 FF347 STORAGE CTR10B	\$0.00	\$0.00	
*12	FF347-2		5	BX 2 OF 2 FF347 STORAGE CTR10B	\$0.00	\$0.00	
20	LX220		5	EASY-TOTE CLEAR-VIEW BINS-6EA	\$36.99	\$184.95	
From student supplies to teaching materials, these bins keep everything organized, in reach and in view! Plus, with easy-grip cutout handles, they're a cinch to carry throughout the classroom. The bins even nest when not in use to save space! Set of 6 rugged plastic bins; each measures 6" x 6" x 5 3/4" high.							
Item consists of							
*21	LX221		15	EASY-TOTE CLEAR-VIEW BINS-2EA	\$0.00	\$0.00	
30	TT730X		5	NEON HEAVY-DTY BK BINS-ST 6	\$69.99	\$349.95	
Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".							
Item consists of							
*31	TT729BL		5	NEON HEAVY-DUTY BIN - BRT PU	\$0.00	\$0.00	
Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".							
*32	TT729BO		5	NEON HEAVY-DUTY BIN - BRT OR	\$0.00	\$0.00	
Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".							
*33	TT729BB		5	NEON HEAVY-DUTY BIN - BRT BU	\$0.00	\$0.00	
Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".							
*34	TT729GB		5	NEON HEAVY-DUTY BIN - BRT GR	\$0.00	\$0.00	

Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***35 TT729BY 5 NEON HEAVY-DUTY BIN - BRT YE \$0.00 \$0.00**

Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***36 TT729BP 5 NEON HEAVY-DUTY BIN - BRT PK \$0.00 \$0.00**

Our classroom-tough bins make it super-easy to store and organize books, supplies and more! The durable plastic bins have molded, easy-grip handles. Bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

40 LC510X 5 UNBREAKBL CRFT JAR - LRG - 3 \$16.99 \$84.95

Our big see-inside craft jars make it easy to keep supplies organized and in view! Each jar features an easy-on and -off lid, plus a super-wide opening that makes it a cinch to reach right in to grab yarn, beads, pom-poms and more. You get a set of 3 unbreakable plastic jars; each measures 7 1/2" tall. Art supplies are not included.

Item consists of

***41 LC520 15 UNBREAKABLE CRAFT JAR - LARGE \$0.00 \$0.00**

50 BX234 07/29/2026 5 STORE-ALL CRAFT CONTAINER-10 \$29.99 \$149.95

Keep craft supplies neat and tidy with these extra-durable containers! The 10 plastic containers are perfect for storing loose craft items—from beads and buttons to feathers, gems and much more! Containers measure 6 1/4"l x 4"w x 2 1/2"h and include 10 colorful lids.

60 WT361 5 SMALL TUFF TOTE \$14.99 \$74.95

These sturdy storage totes are tough enough for even the busiest classrooms! Made of super-durable, heavy-duty plastic, each see-inside tote features molded handles, reinforced edges and a lid for easy stacking. Choose from 3 sizes.

70 WT363 5 MEDIUM TUFF TOTE \$16.99 \$84.95

These sturdy storage totes are tough enough for even the busiest classrooms! Made of super-durable, heavy-duty plastic, each see-inside tote features molded handles, reinforced edges and a lid for easy stacking. Choose from 3 sizes.

80 WT365 5 LARGE TUFF TOTE \$21.99 \$109.95

These sturdy storage totes are tough enough for even the busiest classrooms! Made of super-durable, heavy-duty plastic, each see-inside tote features molded handles, reinforced edges and a lid for easy stacking. Choose from 3 sizes.

90 BX700X 5 HEAVY-DTY BOOK BINS-SET OF 6 \$69.99 \$349.95

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

Item consists of

***91 BX708GR 5 STORAGE BIN - GREEN \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***92 BX708BU 5 STORAGE BIN - BLUE \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***93 BX708RD 5 STORAGE BIN - RED \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***94 BX708RG 5 STORAGE BIN - ORANGE \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***95 BX708VT 5 STORAGE BIN - PURPLE \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

***96 BX708YE 5 STORAGE BIN - YELLOW \$0.00 \$0.00**

Big, brawny and a breeze to carry—our heavy-duty plastic bins provide convenient, easy-access storage for classroom books and supplies! Bins have molded handles for easy carrying. Lightweight bins measure 7 1/2" high; tops measure 11 3/4" x 14 1/4" and bottoms measure 10 1/4" x 12 1/4".

100 PX2128VT 5 LS WASHBL TEMPERA GAL-VIOLET \$17.99 \$89.95



This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

110 PX2128BU 5 LS WASHBL TEMPERA GAL-BLUE \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

120 PX2128TQ 5 LS WASHBL TEMPERA GAL-TURQUOIS \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

130 PX2128GR 5 LS WASHBL TEMPERA GAL-GREEN \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

140 PX2128YE 5 LS WASHBL TEMPERA GAL-YELLOW \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

150 PX2128RG 5 LS WASHBL TEMPERA GAL-ORANGE \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

160 PX2128RD 5 LS WASHBL TEMPERA GAL-RED \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

170 PX2128BR 5 LS WASHBL TEMPERA GAL-BROWN \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

180 PX2128WT 5 LS WASHBL TEMPERA GAL-WHITE \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

190 PX2128BK 5 LS WASHBL TEMPERA GAL-BLACK \$17.99 \$89.95

This bright, colorful liquid paint washes completely from skin and clothing...and has just the right consistency for smooth and easy painting! You get a big one-gallon bottle. Choose from a variety of colors.

200 KT35841 5 MINDFUL CLASSRM MANAGEMENT \$319.00 \$1,595.00

Developed in partnership with Breathe For Change—a movement to bring wellness, inspiration and community to every educator and student—this support kit is packed with everything you need to help children when their emotions overwhelm them! From a yoga kit for improving concentration to an expanding sphere designed to teach mindful breathing and self-regulation—these tools help build mental well-being to ensure students focus on their learning, feel grounded, find calm, practice loving kindness and more. Plus, the kit includes an activity card featuring ideas for using the materials! Yoga mats measure 23 1/2" x 55" x 1/4" thick.

Item consists of

***201 HH622 30 PEACEFUL KIDS YOGA MAT \$0.00 \$0.00**

Young yogis stretch, pose, meditate and more—on an adorable mat perfectly sized for kids ages 3 to 8! The rugged mat is made from extra-thick, super-comfy NBR foam...and it's textured on the underside for a secure, nonslip grip. Plus, it features a wipe-clean surface for easy care! Mat measures 23 1/2" x 55" x 1/4" thick.

***202 KT35841-1 5 BFC MINDFUL CLASS MGMT BOX \$0.00 \$0.00**

210 LK244 5 FLX-SPC JR MOBILE BOOK CTR \$999.00 \$4,995.00

An easy-view, easy-reach book center—on wheels! Our mobile unit has 3 compartments on top that hold tons of books, plus 3 rows of angled shelves to display select titles right where children can see and reach them. On bottom, there are 3 roomy, extra-deep storage cubbies to organize everything from storytelling kits to puppets and props—with or without our Natural Color Big Bins (sold separately). The wipe-clean laminate center features a sturdy, full-steel frame for maximum stability and strength and rounded edges for safety. Plus, the four heavy-duty 4" locking casters make it a breeze to move the unit to rearrange your classroom for naptime or special events. Lifetime warranty.

220 LM520 5 ALL-PUR MOBILE TCHNG EASEL-EL \$579.00 \$2,895.00



Our mobile easel is just right for elementary classrooms! The steel-frame easel has a magnetic write & wipe surface on each side: One is blank for drawing and demonstrating concepts, and one has permanent, 1 1/2" lines for writing. Plus, it has a handy tray for displaying books...rings to hang charts and tablets...even a roomy shelf for supplies. Best of all, the easel sits on 4 locking casters—so you can roll it anywhere! Easy assembly.



230 LM773 5 [ALL-PUR TCHNG EASEL-LOCK CASTR](#) **\$429.00 \$2,145.00**

The most versatile teaching tool ever! Our easel has a magnetic write & wipe surface on one side and a hook & loop-receptive board on the other. But that's not all...it also has rings for hanging a pocket chart or chart tablet. Plus, there's a tray that can be placed on either side to hold a big book or markers! Easel has a sturdy steel frame and 4 locking casters for easy mobility. Easy assembly.



240 WE130 07/29/2026 5 [SPRTS CLB MATRALS BUNDLE W- CRT](#) **\$1,039.00 \$5,195.00**

Motivate children to run, jump, stretch and move with our Sports Club Activity Cart! This all-in-one mobile center is packed full of sports and fitness materials for tons of movement and coordination activities. Simply roll the cart anywhere you need it and select the materials to get children active, or choose one of the activities featured in the included guide...gather the materials...and follow the step-by-step instructions! The equipment cart measures 39 1/2" w x 23" d x 45 1/2" h and is easy to assemble.



Item consists of

***241 RA848** 10 [10IN RED PLAYGROUND BALL](#) **\$0.00 \$0.00**

These popular all-purpose balls are perfect for dodgeball, four square and more...and come in a variety of sizes to suit every child—and every activity! Rugged balls have rubber sidewalls that resist punctures, a stippled finish for easy handling and valves for quick inflating. Balls come in red and require inflation upon arrival.



***242 RA978RD** 10 [PLAYGROUND JUMP ROPE - RED](#) **\$0.00 \$0.00**

***243 RA847** 20 [8.5IN RED PLAYGROUND BALL](#) **\$0.00 \$0.00**

These popular all-purpose balls are perfect for dodgeball, four square and more...and come in a variety of sizes to suit every child—and every activity! Rugged balls have rubber sidewalls that resist punctures, a stippled finish for easy handling and valves for quick inflating. Balls come in red and require inflation upon arrival.



***244 RR475** 5 [LKSHR INDOOR-OUTDR EQUIP CART](#) **\$0.00 \$0.00**

Keep all of your playground equipment organized and portable! Our 2-tier metal cart has a bottom bin that holds up to 25 balls, with 3 baskets on top for smaller items. Plus, a built-in hook on back holds 12 game hoops! Comes with 4 locking casters. Easy assembly.



***245 WE130GDE** 5 [GUIDE FOR WE130](#) **\$0.00 \$0.00**

***246 UB80** 20 [BASKETBALL](#) **\$0.00 \$0.00**

Our easy-grip basketball is perfect for a variety of indoor and outdoor activities! Heavy-duty ball has a pebble grip and is designed to withstand extra-tough wear, so it will last through years of dribbling, passing and shooting. Basketball measures approximately 9 1/2" and requires inflation upon arrival.



***247 UB66** 20 [SOCCER BALL](#) **\$0.00 \$0.00**

Our easy-grip soccer ball is perfect for a variety of indoor and outdoor activities! Heavy-duty ball is designed to withstand extra-tough wear, so it will last through years of kicking and bouncing. Ball measures approximately 8 1/4" and requires inflation upon arrival.



***248 LA702** 5 [BEST-BUY COLOR CONES](#) **\$0.00 \$0.00**

Set up an activity course—indoors or out! As kids maneuver around our colorful cones, on foot or on trikes, they learn about spatial relationships and gain muscle coordination. You get 10 plastic cones; each measures 9 1/4" tall.



***249 CZ1226** 5 [24 INCH GAME HOOPS-SET OF 6](#) **\$0.00 \$0.00**

***250 CW527** 5 [SWING AND CATCH CUPS-SET OF 6](#) **\$0.00 \$0.00**

A fun and safe game of catch—that children can play on their own! Our rugged plastic cups have a fun lightweight ball attached by a long fabric cord. Children just swing the ball into the air, then catch it with the cup—and build eye/hand coordination as they go! Individual cups come in assorted colors. Cups measure 6 1/2".



***251 FC589** 07/29/2026 5 [SOFT-SAFE COMET BALLS](#) **\$0.00 \$0.00**

These soft and safe balls with comet-like tails add an extra level of excitement to every toss and catch activity! The 6 easy-grip, squeezable cotton balls are covered in durable fabric to retain their shape through years of tough outdoor play. Each measures 36" in length.



***252 FB188** 30 [SWIVEL-HANDLE JUMP ROPE-EACH](#) **\$0.00 \$0.00**

This easy-to-use jump rope is specially designed for beginning jumpers! The super-durable nylon rope has sturdy, swiveling handles that turn with ease—so the rope stays tangle-free! Plus, the molded plastic handles provide a firm grip for little hands. Rope measures 7' in length.



***253 GG735** 5 [LETS GET MOVING ACTIVITY MATS](#) **\$0.00 \$0.00**

Children skip, squat and stretch their way to coordination and physical fitness—with fun activity mats that are sure to get the whole class moving! You get 15 big, no-slip vinyl mats featuring 15 illustrated activities—perfect for indoor and outdoor games, music and movement activities, and more. Mats measure 9" x 9".



***254 GG727** 5 [ACTIVITY BEANBAGS](#) **\$0.00 \$0.00**

Our fun-to-toss beanbags are super-easy to catch and throw! The durable canvas beanbags are perfect for all kinds of skill-building activities—helping children improve their aim, develop motor skills and more! You get a set of 12 beanbags in 6 bright colors; each measures 4 1/2" x 4 1/2".



*255	GM429	10	MINI BOWLING SET	\$0.00	\$0.00		
This action-packed set makes it super-safe—and tons of fun—to roll strike after strike! Just set up the 6 easy-to-carry foam pins...and have a blast rolling the squeezably soft foam ball to knock 'em down again and again! Pins measure 7" tall.							
260	KT39601	08/05/2026	5	MOBILE CALMING CORNER CART	\$1,179.00	\$5,895.00	
Perfect for any classroom, after school program or library, our fully stocked Mobile Calming Corner Cart is easy to roll anywhere—instantly creating a safe, soothing space for children who are feeling overwhelmed or upset, or who simply need a break. Packed with fun-to-squeeze sensory beads, comfy Wobble Cushions and so much more, the cart helps children understand, manage and regulate their emotions. The GREENGUARD Gold® Certified cart measures 23 1/4"w x 14 1/2"d x 33 3/4"h, comes fully assembled and includes a lifetime warranty.							
Item consists of							
*261	LC449BU	5	WOBBLE CUSHION - BLUE	\$0.00	\$0.00		
Just place this handy cushion on the floor or on a chair—for flexible seating anywhere! Our super-durable vinyl cushion is specially designed to let children wiggle and wobble while they sit...helping kids focus as they move. It features large nubs on one side and small nubs on the other—children simply select the sensory surface they prefer! Cushion is easy to inflate and deflate with a standard ball pump (not included).							
*262	LC449GR	5	WOBBLE CUSHION - GREEN	\$0.00	\$0.00		
Just place this handy cushion on the floor or on a chair—for flexible seating anywhere! Our super-durable vinyl cushion is specially designed to let children wiggle and wobble while they sit...helping kids focus as they move. It features large nubs on one side and small nubs on the other—children simply select the sensory surface they prefer! Cushion is easy to inflate and deflate with a standard ball pump (not included).							
*263	LC449RD	5	WOBBLE CUSHION - RED	\$0.00	\$0.00		
Just place this handy cushion on the floor or on a chair—for flexible seating anywhere! Our super-durable vinyl cushion is specially designed to let children wiggle and wobble while they sit...helping kids focus as they move. It features large nubs on one side and small nubs on the other—children simply select the sensory surface they prefer! Cushion is easy to inflate and deflate with a standard ball pump (not included).							
*264	AA570	10	FIDGET MONSTER	\$0.00	\$0.00		
Kids can't resist our friendly fidget monster! Packed with tons of fun features, the handheld, 6-sided monster captivates kids with its roll & click eyeballs, spinning tentacle, sensory mohawk and so much more. Fidget monster measures 2 1/2" tall.							
*265	SE731	5	SENSORY RINGS	\$0.00	\$0.00		
Touch 'em, twist 'em, squeeze 'em—our flexible, nubby rings are perfect for fidgety fingers! Great for stress relief or for providing sensory and tactile stimulation, the rings strengthen hand muscles and develop fine motor skills—all while focusing children's attention. Set includes 6 dishwasher-safe rubber rings in 6 colors; each ring measures approximately 4 1/4" in diameter.							
*266	PP504	5	GEL-BEAD SENSORY SHAPES	\$0.00	\$0.00		
Help children experience shapes, colors and textures at the same time—right in their own hands! Each squeezable vinyl shape is filled with colorful gel beads that engage kids' senses—perfect for keeping fidgety fingers busy and building fine motor skills. Our 8-piece set highlights 4 fun shapes—each in a different vibrant color kids will love. Square measures 5" x 5".							
*267	CA312	5	CALMING CUDDLE BALL	\$0.00	\$0.00		
This soft, cozy ball provides tons of comfort and security—an ideal way for kids to calm themselves whenever they need it! Designed to give children a “hug,” the plush ball helps reduce anxiety and soothes the senses when kids slip in their arms and give it a little squeeze. Best of all, it's machine-washable for super-easy care! Ball measures 11" in diameter.							
*268	EE952	5	MINDFUL BREATHING BOARD	\$0.00	\$0.00		
Children master breathing techniques, learning to breathe deeply and mindfully, as they trace their way along our simple-to-use board! The board features easy-to-read printed directions alongside a smooth, grooved pathway that travels up and down three mountain peaks. As kids slowly move a finger over each mountain, they practice taking deep, calming breaths—and learn to regulate their emotions! You get a durable wooden breathing board and a guide; board measures 5 1/2" x 8 1/2".							
*269	EE953	5	CALM DOWN CUBES	\$0.00	\$0.00		
Here's a unique way to teach children calming strategies—and help them learn to regulate their emotions! When a child needs to relax and refocus, our cubes offer 12 different soothing activities to choose from, like “Build with blocks,” “Play with dough” and “Dance it out.” Plus, each fun-to-use cube has a helpful illustration kids can follow on their own to calm down independently. You get 12 durable plastic cubes and a guide; each cube measures 1 1/4".							
*270	FF796	5	SQUISH-SQUEEZE SENSORY BEADS	\$0.00	\$0.00		
This irresistible foam made of thousands of sticky beads is lots of fun to squish, squeeze...and mold! Best of all, the modeling material won't dry out or harden—so kids can shape and build tons of creations again and again! You get 12 blocks of nontoxic foam in 6 colors; each block measures approximately 4 1/4"w x 2 3/4"d x 1 1/2"h.							
*271	VX272	20	LKSHR STANDARD CRAYONS-12PK	\$0.00	\$0.00		
Perfectly sized for older children, our top-quality, nontoxic crayons let children draw with no streaking or smearing—and no mess!							
*272	TA4409	5	WHITE DRAWING PAPER 9X12 INCH	\$0.00	\$0.00		

Let kids' creativity soar with our versatile, multipurpose art paper! The thick, 50-pound paper is perfect for use with chalk, paints, markers and crayons. Choose from 2 different sizes; each pack includes 500 sheets.



***273 LL424 08/05/2026 5 DSHWSHR-SAFE RND BASKET-ST 5 \$0.00 \$0.00**

Keep supplies and manipulatives in durable baskets that have a soft, natural look! Made of securely woven plastic, our no-fray baskets are built for years of classroom use...and designed to look like real wicker. You get 5 dishwasher-safe plastic baskets. Baskets measure 8" in diameter and 3 1/4" tall.



***274 EA294 5 5-MINUTE GIANT SAND TIMER \$0.00 \$0.00**

Our colorful sand timer provides a highly visual way to measure 5 minutes of time! Our timer has been tested for accuracy...and features a giant, easy-view design that's ideal for classroom use. Timer measures 6 1/4" tall.



***275 FD412 07/29/2026 5 NOISE-REDUCING EARMUFFS \$0.00 \$0.00**

Use these earmuffs to decrease background noise and help students concentrate and focus! The comfy, nonelectric earmuffs feature a headband that adjusts for the perfect fit. Children just slip them over their ears to muffle unwanted, distracting sounds. Earmuffs include a cloth storage bag.



***276 RE437 5 FEELINGS-EMOTIONS PB LIBRARY \$0.00 \$0.00**

With simple, reassuring language, plus expressive photos and illustrations, this collection helps kids recognize a variety of emotions—and learn positive ways to express their own feelings! Each book focuses on a different topic—from feeling scared to being thankful—with inviting stories kids will love to hear again and again. Set includes 12 paperback books. Titles may vary.



***277 LC91 15 LAKESHR CLEAR-VIEW STORAGE BOX \$0.00 \$0.00**

End the "What's inside?" guessing game with this clear, stackable storage box! Constructed of unbreakable, heavy-duty plastic, the storage box measures a roomy 13 1/2"l x 8"w x 5"h.



***278 LC673 5 FLX-SPC 12-BIN MOBL STRG-MAPLE \$0.00 \$0.00**

Give students a central location to store supplies—with our durable center you can roll anywhere! Simply use the unit with our Flex-Space Student Storage Bins (sold separately) to keep books, folders, journals and tons of other classroom supplies organized and within easy reach. The heavy-duty laminate center features 3" locking casters. Lifetime warranty.



***279 KT39601GDE 5 MOBILE CALMING CORNER CART GDE \$0.00 \$0.00**

280 PP107 5 MY FIRST WEAVING LOOM \$49.99 \$249.95

Weave your own high-fashion accessories—even if you've never sewn a stitch before! Our heirloom-quality wooden loom comes with everything you need to make a super-soft headband, a fun fringed scarf and a stylish fashion bag. Step-by-step directions guide kids through all 3 projects—and give them lots of tips and tricks for mastering the art of weaving! Loom comes with weaving tools and enough soft chenille yarn for all 3 projects. Loom measures 12" x 16".



290 DD409 5 MY FIRST FASHION DESIGNER \$21.99 \$109.95

Unleash your inner fashion designer! Our kit lets you create outfits without sewing or cutting—so you can mix and match fabrics, ribbons and buttons again and again...creating tons of runway-ready styles. Just choose your fabrics...wrap the dress form...then use the super-safe buttons to hold each outfit in place. Kit comes with 30 pieces, a handy plastic dress form and a design booklet. Dress form measures 9 1/4" tall.



300 LC748 5 FLX-SPC DBL-SIDE TCHNG EASEL \$579.00 \$2,895.00

Our mobile easel is perfect for the 21st-century classroom! With 2 magnetic write & wipe surfaces—one blank for drawing and demonstrating concepts and one with permanent, 1 1/2" lines for writing—the versatile, multipurpose steel-frame easel also features a handy tray for displaying books...rings to hang charts and tablets...even a roomy shelf for supplies. Best of all, the sturdy easel rolls on 4 locking casters—for seamless mobility anywhere you need it! Easy assembly.



310 GM365 0 CRAZY CREATOR PUTTY KIT \$0.00 \$0.00

Kids make their own zany putty to squeeze, bounce, pop and sculpt—this kit comes with everything they need! Children just choose a color...add a special effect to make their putty shimmer, glow and more...and mix in everything from flower charms to emojis—for a one-of-a-kind, super-stretchy creation. Best of all, the putty never dries out, so the sensory fun lasts and lasts! Kit includes a total of 4 ounces of clear putty in 5 tins, 3 special effects, 9 packs of mix-ins, 3 primary colors for combining into different shades to dye the putty, and a guide.



320 TC116 0 JUMBO TACTILE TANGLE \$0.00 \$0.00

Our super-size fidget tangle is full of fun twists and turns! Featuring smooth and textured segments, the tangle slips through your fingers, knots in your hands and winds into countless shapes and designs...helping maintain focus while developing finger dexterity! Tangle measures 19" in length.



Store Exclusive Item - can only purchase in store.

330 SE220 07/21/2026 5 SHAKE-SOOTHE SENSORY TUBES \$59.99 \$299.95

Create one-of-a-kind sensory tubes! Just fill the 3 clear tubes with any of the included materials—glitter, pom-poms and more—and water. Seal each with a twist-on top and cover with a sensory cap. Then kids give the tubes a shake and watch the contents whirl—a great way to help them calm down, self-soothe and regulate emotions! Dishwasher-safe plastic tubes measure 8 3/8" in length.



Item consists of

*331 SE222		5	SHAKE-SOOTHE SNSRY TUBE-BU	\$0.00	\$0.00	
*332 SE221	07/21/2026	5	SHAKE-SOOTHE SNSRY TUBE-LTBU	\$0.00	\$0.00	
*333 SE223		5	SHAKE-SOOTHE SNSRY TUBE-GR	\$0.00	\$0.00	
340 RE322		5	LAKESHORE SENSORY BALL SET	\$49.99	\$249.95	

Exciting textures and bright, eye-catching colors give kids a stimulating, hands-on sensory experience—with every toss! The 10 rugged balls feature enticing ridges, tiny nubs, giant bumps and more...and they're all made of tough, flexible vinyl that's super-easy for kids to grip. Largest ball measures 4 3/4" in diameter. Some balls require inflation upon arrival.



350 SE581		5	RAINBOW LIQUID SNSRY VIEWERS	\$39.99	\$199.95	
------------------	--	----------	---	----------------	-----------------	--

Captivate and soothe children with our liquid-filled sensory viewers! Simply place the vibrant viewers on a light table or in a science center and invite kids to watch the colored bubbles fall and dance. Then flip the viewers over to continue the spectacular show—for an endlessly calming sensory experience. You get a set of 5 durable plastic viewers in 5 colors; each viewer measures 5 3/4" tall.



360 FF796		5	SQUISH-SQUEEZE SENSORY BEADS	\$19.99	\$99.95	
------------------	--	----------	---	----------------	----------------	--

This irresistible foam made of thousands of sticky beads is lots of fun to squish, squeeze...and mold! Best of all, the modeling material won't dry out or harden—so kids can shape and build tons of creations again and again! You get 12 blocks of nontoxic foam in 6 colors; each block measures approximately 4 1/4"w x 2 3/4"d x 1 1/2"h.



370 PP478		5	ADVENTURE DRESS-UP TRUNK	\$239.00	\$1,195.00	
------------------	--	----------	---	-----------------	-------------------	--

Add adventure to pretend play with realistic costumes fit for excitement and discovery! Our dress-up set invites children to role-play 3 different characters—an aviator, an outback explorer and an archaeologist—or mix and match to create countless looks. Plus, the costumes are designed with hook & loop closures, so they're a cinch to put on and take off. You get 16 dress-up pieces, including a jacket, a vest, hats and accessories—all in a 17 1/2"l x 14"w x 13 1/8"h plastic storage trunk. Costumes fit ages 3 to 5.



380 TT622		5	COSMIC SPACE PROJECTOR	\$24.99	\$124.95	
------------------	--	----------	---	----------------	-----------------	--

Starry-eyed space enthusiasts get a rare glimpse of the cosmos with our cool projector! Just pop in a disk and view super-size, space-themed images on the ceiling. The projector comes with 4 disks, for a total of 32 spectacular photo images of the planets, a solar eclipse, galaxies and so much more. Projector measures 4" tall and can be used as a night-light. Requires 3 "AAA" batteries (not included).



390 RE738		5	NAT GEO SAFARI READ-ALONG	\$36.50	\$182.50	
------------------	--	----------	--	----------------	-----------------	--

Introduce nonfiction topics to early readers...with this exciting story about the amazing animals of the African savanna! This National Geographic Kids book has stunning photography and simple text—so it's ideal for read-alongs! Kit includes 4 books and a read-along CD.



400 PP1107		5	SAFARI ANIMALS FLOOR PUZZLE	\$19.99	\$99.95	
-------------------	--	----------	--	----------------	----------------	--

Children go on an adventure-filled safari as they put together this giant floor puzzle! From lions and meerkats to zebras and elephants, the puzzle highlights a variety of beautiful creatures, encouraging children to identify and observe each one. The sturdy, 48-piece puzzle features bright, inviting details kids will love to complete, building fine motor control, concentration and problem-solving skills along the way. The self-correcting puzzle measures 2' x 3'.



410 GM832		5	REAL-ACTION BASEBALL GAME	\$44.99	\$224.95	
------------------	--	----------	--	----------------	-----------------	--

Little sluggers step up to the plate and swing for the fences...while the opposing pitcher throws fastballs, curveballs and more in this action-packed game! The stadium features a cool pitching lever to "throw" a variety of pitches...a spring-loaded bat for hitting home runs...plus 20 playing pieces, including runners, fielders, metal "baseballs" and more! Baseball field measures 16 3/4" x 16 3/4".



420 LL605		5	LIFE CYCLES SCIENCE VIEWER	\$24.99	\$124.95	
------------------	--	----------	---	----------------	-----------------	--

Full of incredibly lifelike photos, our kid-sized viewer gives little ones an up-close look at life cycles! Plus, the viewer is super-easy for kids to use: Children just slide a disk in...then pull the lever to switch from one fascinating photo to the next! Rugged plastic viewer comes with 35 photos on 5 disks. Viewer measures 4 1/2".



430 DD646		5	REAL BUGS DISCOVERY KIT	\$29.99	\$149.95	
------------------	--	----------	--	----------------	-----------------	--

Kids get an up-close look at 12 amazing bugs—from a leaf beetle to a lantern fly! Each real specimen is permanently encased in indestructible acrylic, so kids can safely explore them from every angle. Plus, you get a fascinating fact book and handy magnifier—all in a cute storage tray with labeled compartments for each bug. Tray measures 10 1/2".



440 TT914		5	INSECTS SPECIMEN SET	\$69.99	\$349.95	
------------------	--	----------	---	----------------	-----------------	--

Our durable, easy-view specimens provide a fascinating look at insects! The set includes 4 specimens encased in rugged, lightweight acrylic...with the name of each specimen silkscreened right on it for easy identification. You get a praying mantis, long-horned beetle, butterfly and rose chafer, plus a teacher's guide. Largest specimen measures 3" x 3".



450 BK568	08/11/2026	5	FRM CATEPLLR TO BTTERFLY-BG BK	\$26.99	\$134.95	
------------------	-------------------	----------	---	----------------	-----------------	--

This delightful big book explores the life of a caterpillar as it prepares to become a butterfly! Easy-to-follow text provides interesting facts about metamorphosis against a backdrop of school-age characters children can relate to. Softcover big book by Deborah Heiligman measures approximately 22" and is 32 pages.



460 LM982		5	BUTTERFLY COUNTERS	\$39.99	\$199.95	
------------------	--	----------	---	----------------	-----------------	--

More hands-on manipulatives to enhance your math program! Math skills take flight with this collection of beautiful butterflies. You get 104 butterfly counters in 8 styles; each measures 2".



470 CA242 5 CHESS TEACHER \$16.99 \$84.95

Now anyone can learn to play chess—quickly and easily! Our specially designed chess set has easy-to-follow diagrams printed right on the base of each piece, so kids learn the names of the pieces and how they move—at a glance! You get a chessboard, 32 plastic pieces and a guide. Chessboard measures 15" x 15".



480 LC956 5 THE ALLOWANCE GAME \$19.99 \$99.95

Wash the car and earn \$1.30, but forget your helmet and lose a turn! In this fast-paced game, players race around the colorful board doing chores and collecting an allowance, then spend their earnings on the things they want. Game board measures 18". For 2-4 players.



490 SCD168323 0 ADVENTURE VINYL STKR \$0.00 \$0.00

Add positive vibes and a sense of adventure to student work, school supplies and more with these vinyl stickers! Each unique design features nature-inspired artwork that is sure to motivate and inspire exploration. Use the nonremovable stickers for assignments, homework completion or incentive charts—or place them on water bottles, laptops, folders, cubbies, book bags and more! Pack includes 100 stickers; each measures 3" x 3".



Store Exclusive Item - can only purchase in store.

500 SCD168000 0 WILD ANIMAL PHOTO STKR \$0.00 \$0.00

From lions and rhinos to elephants and zebras—these fun, colorful stickers feature photographic safari animals! Pack includes 6 sheets, for a total of 84 die-cut, acid- and lignin-free stickers; each sticker measures approximately 1".



Store Exclusive Item - can only purchase in store.

510 SKH1300 0 FASHION PLATES DELUXE SET \$0.00 \$0.00

Creativity is all the fashion! Packed with double-sided Fashion Plates™ that kids can mix and match, this jam-packed set makes it easy to draw tons of stunning outfits. Children simply pop plates into the handy tablet, place paper on top...and rub the included crayon over the paper to create a detailed outline. Then kids color in the outfit and even flip the plates to add striking patterns! Plus, the set includes a paper folio for storing completed drawings...and a stylish carrying case that's perfect for keeping materials organized—even on the go. You get a drawing tablet, 15 double-sided Fashion Plates, 20 sheets of paper, 8 colored pencils, 2 rubbing crayons and a crayon holder. Carrying case measures 6 1/4" x 10".



Store Exclusive Item - can only purchase in store.

520 GM624 0 CRAZY AARONS IRIDESCENT PUTTY \$0.00 \$0.00

You won't believe your eyes! This enchanting putty is inspired by the color-shifting scarab of ancient Egypt—featuring sparkling tones of purple, blue, red and copper. Plus, this putty won't dry out! You get 3.2 oz. of reusable putty—perfect for rolling, stretching, bouncing, popping, tearing, sculpting and more. Putty comes in a storage tin.



Store Exclusive Item - can only purchase in store.

530 STE92917 0 ANIMAL PRINT SCLPD BRDR VTY PK \$0.00 \$0.00

On-trend patterns right at your fingertips! Spruce up your spaces and rev up the fun with a convenient variety pack of durable and reusable borders. Vibrant, contemporary animal print designs create cheerful, inspiring classrooms...add pizzazz to parties and events...make for clever hats and crowns...adorn storage containers, cubbies and shelves...and more. Variety pack features 48 durable tagstock strips in 4 designs (leopard, zebra, giraffe and tiger); each strip measures 2 1/4" x 39", for a total length of 156'.



Store Exclusive Item - can only purchase in store.

540 LC995 4 36IN TODDLER OUTDOOR BENCH \$429.00 \$1,716.00

Great for use with our Outdoor Tables or all by themselves, these kid-sized benches offer tons of versatile outdoor seating options! The benches feature heavy-duty metal construction...woven, weather-tough plastic with the look of wicker...and adjustable feet for stability on any surface. Plus, the comfy, dense foam cushions are attached with hook & loop straps so they stay in place—and have fade-resistant, machine-washable covers.



550 AA917 4 UNDER SEA INF-TDL SENSORY COVE \$1,299.00 \$5,196.00

An ocean of discoveries and wonder awaits in this sensory cove sized just for little ones! Open on two sides so tots can crawl in and out, the smooth, sturdy birch unit has an arched, aquarium-inspired acrylic roof featuring illustrations of favorite animals. Plus, there are realistic-looking starfish and sea plants embedded in the inside walls—all with irresistible textures for children to touch and explore. There's even a soft, wipe-clean vinyl cushion for added comfort!



Item consists of

***551 AA917-1 4 BX AA917 SENSORY COVE \$0.00 \$0.00**

***552 AA917-2 4 CUSHION AA917 SENSORY COVE \$0.00 \$0.00**

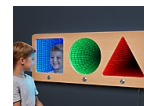
560 LC597 6 SOOTHING SENSORY ROCKER \$499.00 \$2,994.00

Children love to relax and lounge in this extra-comfy rocker designed to soothe the senses. The soft, cozy seat and high backrest feature rows of unique grooved contours that provide a calming sensory experience as kids quietly rock back and forth. The rocker even has gently curved armrests for added comfort and support—and durable vinyl upholstery that's easy to wipe clean!



570 LC990 3 COLOR-CHANGING INFINITY MIRROR \$599.00 \$1,797.00

Reflection, light, color and more—kids explore them all with our innovative mirror! Filled with bright LED lights, the 3 mirror shapes invite children to observe their reflections within infinite glowing "tunnels." Select one color in each mirror...or cycle through all 7 shades for a mesmerizing effect. The plug-in, laminated wood unit includes a locking mounting system for stability. Wall mounting required; hardware not included.



580 LE755 3 COLOR-CHANGING LIGHT CUBE \$299.00 \$897.00

This LED cube doubles as a light table for sensory exploration—while putting on a truly luminous show! Just place the lightweight cube anywhere in the room, then use the included remote to select a color and an effect—from flash



to fade—for a visual treat! The durable plastic cube includes a wall adaptor for charging and measures 15 1/2" w x 15 1/2" d x 15 1/2" h.

590 LE284 3 [TAP-PLAY CLR-CHANGE LIGHT CTR](#) \$179.00 \$537.00

Take kids on a sensory adventure as they explore color, light, cause & effect and more with our interactive center! Place it on the floor or a table and invite kids to cycle through 8 colors—with the tap of their hands or feet! Or use the multifunction remote to flash or fade between colors. The plug-in unit features a plastic LED-illuminated surface that stays cool to the touch.



600 LL509X 4 [LT TBL SENSORY PLAY MTRLS-ST](#) \$229.00 \$916.00

Take sensory play to another level with our play materials—designed to illuminate on light tables like our Space-Saver Color-Changing Light Table! The translucent materials include beads, rings and balls...creating unique textures that invite kids to explore light and color hands on. Plus, all 3 materials are washable! You get all 3 sets shown (light table and tray not included). Each set also available separately.



Item consists of

***601 LL540 4 [TRANSLUCENT SENSORY RINGS](#) \$0.00 \$0.00**

Take sensory play to another level with rings designed to illuminate on light tables! The set includes 5 pounds of rings in light and dark blue—perfect for exploring light, color and texture hands on. Plus, the durable plastic rings are fully washable. Tray sold separately.



***602 LL539 4 [TRANSLUCENT SENSORY BALLS](#) \$0.00 \$0.00**

Take sensory play to another level with balls designed to illuminate on light tables! The set includes 5 pounds of balls in light and dark green—perfect for exploring light, color and texture hands on. Plus, the durable plastic balls are fully washable. Tray sold separately.



***603 LL541 4 [TRANSLUCENT SENSORY BEADS](#) \$0.00 \$0.00**

Take sensory play to another level with beads designed to illuminate on light tables! The set includes 5 pounds of beads in pink and yellow—perfect for exploring light, color and texture hands on. Plus, the durable plastic beads are fully washable. Tray sold separately.



610 PP385X 07/23/2026 4 [WASHABL SENSORY PLAY MTRLS-SET](#) \$229.00 \$916.00

Kids will love to explore their tactile sense with our textured play materials! The complete set includes 3 different types of durable plastic materials—hard and bumpy, soft and pliable, sandy and smooth—perfect for use with our Sensory Tubs (not included). Best of all, each material is fully washable, so they can be reused for years to come! You get all 3 sets shown. Each set also available separately.



Item consists of

***611 PP386 4 [WASHABLE SENSORY NOODLES](#) \$0.00 \$0.00**

Kids will love to explore their tactile sense with our washable sensory noodles! Set includes 5 pounds of noodles in orange and red. The durable plastic noodles easily store in our Sensory Tubs—and they're fully washable, so they can be reused for years to come! Tubs sold separately.



***612 PP270 4 [WASHABLE SENSORY BALLS](#) \$0.00 \$0.00**

Kids will love to explore their tactile sense with our washable sensory balls! Set includes 1,100 balls in 2 shades of green. The durable plastic balls easily store in our Sensory Tubs—and they're fully washable, so they can be reused for years to come! Tubs sold separately.



***613 PP269 07/23/2026 4 [WASHABLE SENSORY BEADS](#) \$0.00 \$0.00**

Kids will love to explore their tactile sense with our washable sensory beads! Set includes 10 pounds of beads in 2 shades of blue. The durable plastic beads easily store in our Sensory Tubs—and they're fully washable, so they can be reused for years to come! Tubs sold separately.



620 LC964 4 [MBL 4-SHLE STORAG UNIT-MAPLE](#) \$1,599.00 \$6,396.00

From supplies and books to teacher's manuals, bins and so much more, our sturdy, versatile unit is perfect for storing all your materials—right within reach! The 4 roomy shelves keep everything super-organized...and the unit rolls on 4" locking casters, so it's a cinch to move anywhere you need it. Plus, it's made of wipe-clean melamine to withstand years of tough classroom use. Lifetime warranty.



630 LC239 4 [FLEX-SPC 3-SHLE BNDR STR-MAPLE](#) \$399.00 \$1,596.00

Here's a space-saving way to store and organize tons of binders! Our rugged laminate center fits into any corner, and the unique curved design keeps every binder in view. Center holds up to 42 binders. Binders not included. Lifetime warranty.



640 LK398 4 [FLX-SPC MBL LK MEDIA TOWER MPL](#) \$1,199.00 \$4,796.00

Store and connect all your classroom media technology! Our space-saving unit features 2 locking compartments: The handy top compartment is great for storing laptops, tablets and other compact devices—all atop a removable shelf that hides a power strip and HDMI and VGA ports below...while the spacious bottom compartment is ideal for teacher manuals, books and more. The exterior has 2 fold-up side shelves that lock in place to expand your work area...convenient cutouts for cable management...plus extra AC outlets and USB ports for charging even more devices. Laminate unit rolls on 4 locking casters.



650 LC543 5 [FLX-SPC 4-SHLE STRGE CAB MPL](#) \$1,999.00 \$9,995.00

Our functional storage cabinet locks to keep items secure—and easily rolls wherever you need it! The sleek, double-door unit has 4 ultra-sturdy shelves that are deep enough for all sorts of supplies, learning materials, media equipment and more. Plus, it's made of rugged laminate that quickly wipes clean! Heavy-duty cabinet rolls on 4" locking casters. Lifetime warranty.



660 LC674 5 [FLX-SPC 24-BIN MOBL STRG-MAPLE](#) \$999.00 \$4,995.00

Give students a central location to store supplies—with our durable center you can roll anywhere! Simply use the unit with our Flex-Space Student Storage Bins (sold separately) to keep books, folders, journals and tons of other classroom supplies organized and within easy reach. The heavy-duty laminate center features 3" locking casters. Lifetime warranty.

670 LK429 **5** [**FLX-SPC MBL STDNT WK ORGZR-MPL**](#) **\$1,299.00 \$6,495.00**

It's easy to keep students' work organized...with individual cubbies for every member of the class! Our heavy-duty laminate unit features 36 compartments that are perfectly sized to hold assignments, school-to-home communication and more. Plus, the unit rolls on 4" locking casters, so you can set it up anywhere in the classroom—then roll it away when you're done! Lifetime warranty.

680 LK469 **5** [**FLX-SPC MBL 20-BIN STR CTR MPL**](#) **\$1,599.00 \$7,995.00**

This super-versatile unit makes it a cinch to store tons of classroom supplies—and keep them right within reach! Perfect alone or with our clear-view bins (sold separately), our heavy-duty laminate unit features 20 spacious cubbies to organize manipulatives, art materials and so much more. Plus, the center rolls on 4" locking casters, so you can move it anywhere you need it. Lifetime warranty.

690 LK426 **3** [**FLX-SP 18 TRAY MBL STR CTR MPL**](#) **\$1,299.00 \$3,897.00**

From everyday supplies and materials to notebooks, school-to-home communication and more—our portable center provides convenient access to essential items anywhere in the classroom! The heavy-duty laminate center includes 18 handy removable storage trays that slide in and out easily, with built-in stoppers to prevent the trays from falling. Plus, the center rolls on four 4" locking casters—so it's a cinch to move exactly where you need it! Durable plastic trays come in the 3 colors shown. Lifetime warranty.

700 LC1420BU **5** [**FLX-SPC READ-RESEARCH ZN-BU**](#) **\$5,559.00 \$27,795.00**

Books and materials stay right within reach as students dive deep into learning! The ideal space for reading and research, this inviting learning zone features 2 mobile storage centers, each filled with 12 colored bins—so you can store and organize tons of books and reference materials...and make them accessible to students. The 4 wipe-clean modular couches let up to 8 students work in comfort—and the pillows and plush, soil-resistant carpet keep students extra-cozy as they work. Pillows feature machine-washable covers for super-easy care. Storage centers measure 32"w x 14 1/2"d x 34 1/4"h, are GREENGUARD® Gold Certified and include a lifetime warranty. Carpet measures 9' x 12' and comes with a 10-year warranty. The two-person couches measure 35"w x 21"d x 25"h, and the curved couches measure 50"w x 21"d x 25"h—all with 14" seat heights. Pillows measure 17 3/4" square. Book bins measure 14" x 7" x 5" high.

Item consists of

***701 LC865** **5** [**FLEX-SPC GRAY 9X12 RECT CRPT**](#) **\$0.00 \$0.00**

These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber—that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! Plus, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat.

***702 TT836** **10** [**FLEX-SPACE BK BINS-SET OF 12**](#) **\$0.00 \$0.00**

Made especially for books, these 12 plastic bins come in 3 bright colors. Bins measure 5" high; tops measure 7" x 14" and bottoms measure 5 3/4" x 11 1/2". Bins come with labels.

***703 LC246BU** **10** [**FLX-SPC MODULAR COUCH FOR 2-BU**](#) **\$0.00 \$0.00**

Make the most of your space with modular seating that's effortless to arrange and rearrange to meet your classroom's needs! Combine the couch with our other Flex-Space modular furniture—for endless seating possibilities! Plus, the seat and seat back are padded with high-density foam to provide extra support and comfort for up to 2 students at a time. And it couldn't be easier to keep the couch looking like new—simply wipe the smooth, durable vinyl clean!

***704 LC348BU** **10** [**FLX-SPC MODULAR CURVE COUCH-BU**](#) **\$0.00 \$0.00**

Make the most of your space with modular seating that's effortless to arrange and rearrange to meet your classroom's needs! Combine the couch with our other Flex-Space modular furniture—for endless seating possibilities! Plus, the seat and seat back are padded with high-density foam to provide extra support and comfort. And it couldn't be easier to keep the couch looking like new—simply wipe the smooth, durable vinyl clean!

***705 LC298** **10** [**FLX-SPC MOBL BK BIN STRG-MAPLE**](#) **\$0.00 \$0.00**

Our mobile center makes it easy to store tons of books in a minimum of space! The rugged laminate unit has 3" locking casters, so you can roll it anywhere. Plus, it has 3 shelves that are perfect for organizing materials and are big enough to hold a set of 12 book bins (sold separately)—just fill them with books! Lifetime warranty.

***706 LC534** **5** [**FLEX-SPCE COMFY PILLOWS-ST 6**](#) **\$0.00 \$0.00**

Make any space a cozy space with our super-soft pillows! Made of squeezable foam, the pillows feature wrinkle-resistant, machine-washable covers. You get 6 pillows in the 3 colors shown.

710 LC1435BU **5** [**ERGO CHAIR-TRAPEZOID TBL ZN-BU**](#) **\$2,449.00 \$12,245.00**

Flexible seating and convenient mobility—in one attractive space that facilitates learning and collaboration! This all-inclusive zone features 2 height-adjustable, trapezoid-shaped tables that can easily be pushed together in various configurations for small groups. You also get 6 ergonomic chairs, each with a seat back and a steel frame that offer the perfect balance of stability and spring—so students can sit forward or sideways and even bounce...however they feel most comfortable! The chairs come fully assembled, and the rugged, easy-to-assemble table is GREENGUARD® Gold Certified and measures 60"w x 30"d x 23"-34"h. Lifetime warranty.



Item consists of

*711 LCZ3060M	10	TABLE, BOX, GUIDE FOR LC641	\$0.00	\$0.00
*712 LCL23344	10	4EA 23-34IN TABLE LEGS-CASTERS	\$0.00	\$0.00
*713 LC767BU	30	FLX-SPC 17.5IN ERGO CHAIR-BU	\$0.00	\$0.00

Our specially designed ergonomic chairs give kids the comfort they need as they sit the way that suits them! With a flexible seat back and a unique steel frame that provides both spring and stability, each molded chair allows children to sit forward and sideways...and even bounce. Plus, the sturdy plastic chairs feature a built-in handle for portability and non-marking glides to protect floors! Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.



720 LC1315MB	09/16/2026	5	MODERN EDGE LOUNGE SEAT ZN MB	\$3,229.00	\$16,145.00
---------------------	-------------------	----------	--	-------------------	--------------------

Make small-group and independent work flexible and comfortable with a fully mobile learning zone for up to four students! A streamlined alternative to traditional desk chairs, the 4 preassembled round lounge seats feature low-profile, smooth-rolling casters and are covered in attractive textured vinyl that effortlessly wipes clean. To ensure quick transitions between collaborative and individual learning, we've paired the seats with 4 super-durable and height-adjustable mobile desks that roll right where you need them! The easy-to-assemble desks are GREENGUARD® Gold Certified, include a lifetime warranty, measure 30"w x 20"d and adjust from 22" to 34" high. Lounge seats measure 18" in diameter and 18" high.

**Item consists of**

*721 LK584MB	09/16/2026	20	MODERN EGE MOBL ROUND LNG ST-MB	\$0.00	\$0.00
---------------------	-------------------	-----------	--	---------------	---------------

Our comfy, compact seat is the perfect addition to any learning space—just roll it wherever you need it! The seat includes heavy-duty, low-profile casters that make it a cinch for teachers and students to move throughout the classroom. Plus, it features high-density foam for comfort and is covered in a durable textured vinyl that wipes clean for extra-easy care.



*722 LKMH880DT	20	DESKTOP FOR 20X30 DESK-LK880	\$0.00	\$0.00
-----------------------	-----------	---	---------------	---------------

*723 LKMH22344LG	20	4EA MSHS STANDARD LEGS	\$0.00	\$0.00
-------------------------	-----------	---	---------------	---------------

730 LC1325MB	2	MODERN EDGE COUCH-TBL ZN-MB	\$3,449.00	\$6,898.00
---------------------	----------	--	-------------------	-------------------

Create a functional workspace where up to six students can brainstorm, collaborate, connect and more! The 2 wipe-clean, modular couches are a cinch to arrange and configure into a setting kids will be eager to gather in. And the height-adjustable mobile table offers plenty of space to study, take notes and participate in group activities...while providing the durability needed to withstand years of classroom use. The easy-to-assemble table measures 60"w x 30"d, adjusts from 22" to 34" high, includes a lifetime warranty and is GREENGUARD® Gold Certified. The couches measure 60"w x 27"d x 34"h, with a seat height of 18", and come fully assembled.

**Item consists of**

*731 LC782MB	4	MODERN EDGE MODULAR COUCH-3 MB	\$0.00	\$0.00
---------------------	----------	---	---------------	---------------

Make student collaboration, group work and study time more inviting—with sophisticated yet comfy modular seating designed with older kids in mind! There are so many options...use the roomy couch alone or combine it with our other Modern Edge modular furniture to create custom learning areas. The seat and seat back are padded with high-density foam, so the couch is as supportive as it is soft—for up to 3 students at a time. Best of all, it's covered in attractive textured vinyl that looks just like fabric but is a breeze to wipe clean!



*732 LKMH3060TT	2	TABLETOP FOR LK829	\$0.00	\$0.00
------------------------	----------	---	---------------	---------------

*733 LKMH22344LG	2	4EA MSHS STANDARD LEGS	\$0.00	\$0.00
-------------------------	----------	---	---------------	---------------

750 LC1437	5	FLX-SPC COMFY CHAIR DESK-PWR ZN	\$5,089.00	\$25,445.00
-------------------	----------	--	-------------------	--------------------

A cozy space where students can gather and work—with a high-tech element that's perfect for today's classroom! Each of the 4 innovative chairs includes 2 built-in AC outlets and USB-A ports for powering and charging students' electronic devices. Plus, each chair has a heavy-duty, fully rotating laminate desk attached to the right-side armrest—creating an instant, at-your-seat workspace. The zone also comes with a coordinating ottoman that kids can use as a table or footrest...or even for additional seating. And the plush, soil-resistant carpet beautifully ties everything together into one inviting space. Carpet measures 9' and is guaranteed for 10 years. Chairs measure 29 1/4"w x 25 1/2"d x 31 3/4"h, with a 16"-high seat. Ottoman measures 20"w x 20"d x 14"h.

**Item consists of**

*751 LC854	5	FLEX-SPACE 9FT GRAY RND CRPT	\$0.00	\$0.00
-------------------	----------	---	---------------	---------------

These round, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! Plus, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat.



*752 LK102	20	FLX-SPC COMFY CHAIR DESK-PWR	\$0.00	\$0.00
-------------------	-----------	---	---------------	---------------

Super-comfy seating and a student work space—all in one! Our inviting chair features a heavy-duty laminate desk attached to the right-side armrest that rotates in and out 360 degrees so kids can read, write, study and more. There's even a built-in power module with 2 AC outlets and 2 USB-A charging ports for electronic devices—just plug the main power cord into any wall outlet. Plus, the chair has a durable wooden frame padded with high-density foam and covered in durable, wipe-clean vinyl!



*753 LC274BU	5	FLEX-SPACE MODULAR OTTMAN-BU	\$0.00	\$0.00
---------------------	----------	---	---------------	---------------

Make the most of your space with modular seating that's effortless to arrange and rearrange to meet your classroom's needs! Use our multipurpose ottoman as a seat, table or footrest with our other Flex-Space modular furniture—the possibilities are endless! Plus, the ottoman is padded with high-density foam to provide extra support and comfort. And it couldn't be easier to keep the ottoman looking like new—simply wipe the smooth, durable vinyl clean!



Subtotal:	\$183,892.80
Tax:	\$16,090.63
Discount:	\$0.00
Freight Amount:	\$0.00
Total:	\$199,983.43



Supplier Award

26-27 6E000

**Teaching Aids: Instructional/Classroom
Supplies**

Award Date: 4/16/26

Lakeshore Learning Materials LLC

Contact Information

Contact: Sherri Fitzpatrick

Address: GoodBuy Purchasing Cooperative

ESC Region 2

2-09

209 N. Water St.

Corpus Christi, TX 78401-2528

Phone: 1 (361) 561-8481

Fax: (361) 561-8535

Email: sherri.fitzpatrick@esc2.us

Lakeshore Learning Materials LLC

Lakeshore Parent LLC

Contact: Eunice Peterson

Address: 2695 E. Dominguez St.
Carson, CA 90895

Phone: (800) 421-5354

Fax: (310) 537-7990

Toll Free: (800) 421-5354

Email: biddept@lakeshorelearning.com

Supplier Note

Lakeshore is pleased to offer Goodbuy Purchasing Cooperative and Education Service Center Region 2 a 5% discount on all nonsale items from Lakeshore's catalogs, website (www.LakeshoreLearning.com) and retail stores, as well as FREE shipping on all orders in the contiguous United States. Please reference "Per Bid #26-27 6E000" on all purchase orders to receive these terms.

Award Lines

1 Please submit any discounts being offered to our members. You may add notes as needed.

Quantity: 1 UOM: EA Unit price: Total:

Item Note:

Enter the catalog title, or Universal Resource Locator (URL) if catalog is available online, for each catalog to be included in this bid along with the discount percentage from list price, if any. **Catalog/Price list or URL MUST be included or proposal will not be considered.**

Ad
d
No
te
s

2 Please submit any discounts being offered to our members. You may add notes as needed.

Quantity: 1 UOM: EA Unit price: Total:

Item Note:

Enter the catalog title, or Universal Resource Locator (URL) if catalog is available online, for each catalog to be included in this bid along with the discount percentage from list price, if any. **Catalog/Price list or URL MUST be included or proposal will not be considered.**

Ad
d
No
te
s

3 Please submit any discounts being offered to our members. You may add notes as needed.

Quantity: 1 UOM: EA Unit price: Total:

Item Note: Enter the catalog title, or Universal Resource Locator (URL) if catalog is available online, for each catalog to be included in this bid along with the discount percentage from list price, if any. **Catalog/Price list or URL MUST be included or proposal will not be considered.**



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1167

Agenda #: F.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Housing

SUBJECT:

Acceptance of Homeless Housing, Assistance and Prevention (HHAP) Round-5 Funding.

RECOMMENDATION:

1. Accept the San Bernardino County Continuum of Care's Homeless Housing, Assistance, and Prevention Round 5 (HHAP-5) funding in the amount of \$500,000;
2. Authorize the City Manager, or designee, to enter into and transmit all necessary agreements, amendments, reporting and documentation to ensure the City's timely submittal and execution of the Homeless Housing, Assistance, and Prevention Round 5 (HHAP-5) funding.

COUNCIL GOALS:

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

DISCUSSION:

The San Bernardino County Office of Homeless Services (OHS) released an RFA to implement eligible Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) activities to support actionable, person-centered, regionally coordinated projects that reduce unsheltered homelessness.

The City submitted an application under the Rapid Rehousing, Prevention and Shelter Diversion, and Service Coordination categories and was awarded \$500,000. The proposed program will provide housing navigation landlord engagement, move-in assistance, rental assistance, security deposits, and housing stabilization services to help individuals and families experiencing homelessness or at risk of homelessness to obtain or maintain housing. The City will also partner with River's Edge Ranch, which operates a three-phase recovery program serving men and women experiencing addiction, homelessness, and justice-system involvement. Through this partnership, participants in the program will receive employment-readiness services support, vocational training, and coordinated support services. Because a significant portion of Rivers Edge Ranch participants have established ties to Fontana, the program helps ensure the needs of community are being addressed.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is an increase in Homeless Housing, Assistance, and Prevention Program funding in the amount of the \$500,000 awarded. The required

budget adjustments were included in the Q4 FY 2025-26 quarterly budget report in project 30200032-301.

MOTION:

Approve Staff Recommendations



Office of Homeless Services

Diane Rundles
Assistant Executive Officer

Derek Armstrong
Deputy Executive Officer

Marcus Dillard
Chief of Homeless Services

June 10, 2026

Jonathan Hernandez
City of Fontana
16860 Valencia Ave
Fontana, CA 92335

**SUBJECT: Notice of Intent to Award for Request for Application No. OHS02-24-2026
Homeless Housing, Assistance and Prevention (HHAP) Program – Round 5 Regional
Funding Opportunity (West Valley, Central Valley, Mountains, High Desert, East Desert,
Youth Set-Aside)**

Dear Agency:

We are pleased to inform you that the San Bernardino City & County CoC has adopted the funding recommendations for the Central Region and your agency has been recommended to receive HHAP-5 funding in the amount of \$500,000.00.

This award is tentative and conditional upon completion of contract negotiations.

If you have any questions, please contact the Office of Homeless Services at 909-501-0610.

Sincerely,

Christopher Salazar, Housing Administrative Manager
Office of Homeless Services

cc: Marcus Dillard

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chairman, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Fifth District

Luther Snoke
Chief Executive Officer



Contract Number

SAP Number

Office of Homeless Services

Department Contract Representative	<u>Marcus Dillard</u>
Telephone Number	<u>909-501-0610</u>
Contractor	<u></u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>June 9, 2026 – June 30, 2028</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>6210002901</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino City and County Continuum of Care (SBC CoC) has been allocated funds by the State of California Interagency Council on Homelessness, in partnership with the Department of Housing and Community Development within the Business, Consumer Services and Housing Agency, hereinafter called State, under the Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) Program authorized pursuant to Section 17 of Assembly Bill 129 (Chapter 40, Statutes of 2023; Health and Safety Code § 50230, et seq.), which was signed into law by Governor Gavin Newsom on July 10, 2023; and

WHEREAS, the San Bernardino County (County) Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the County to administer HHAP-5 as designated by the SBC CoC, the eligible recipient of HHAP-5 funding; and

WHEREAS, the County conducted a competitive process to find [insert legal name of Contractor] (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide [enter service]; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

SECTION	PAGE
A. DEFINITIONS	3
B. CONTRACTOR RESPONSIBILITIES	6
C. GENERAL CONTRACT REQUIREMENTS	7
D. TERM OF CONTRACT	15
E. COUNTY RESPONSIBILITIES	15
F. FISCAL PROVISIONS	15
G. INDEMNIFICATION AND INSURANCE REQUIREMENTS	16
H. RIGHT TO MONITOR AND AUDIT	19
I. CORRECTION OF PERFORMANCE DEFICIENCIES	19
J. NOTICES	19
K. ENTIRE AGREEMENT	20
L. ELECTRONIC SIGNATURES	20
ATTACHMENTS	
EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY	
EXHIBIT 2 – FISCAL PROVISIONS	
EXHIBIT 3 – SCOPE OF WORK	
EXHIBIT 4 – HHAP MONTHLY EXPENDITURE REPORT CHECKLIST	
EXHIBIT 5 – HMIS CLIENT DATA REPORT SAMPLE	
EXHIBIT 6 – HMIS DATA QUALITY REPORT SAMPLE	
EXHIBIT 7 –REQUEST FOR DISBURSEMENT FORM	
EXHIBIT 8 – EXPENDITURE REPORT	
EXHIBIT 9 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255	
ATTACHMENT A Prevailing Wage (For Contractors doing construction)	

A. DEFINITIONS

- A.1 Administrative Entity:** A unit of general-purpose local government (city, county, or a city that is also a county) or nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.
- A.2 Case Management:** The coordination of community-based services by a professional team to ensure individuals receive quality support tailored to their unique setbacks or ongoing challenges, helping them progress toward stability and recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet a client's overall needs.
- A.3 Reserved.**
- A.5 Contractor:** Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
- A.6 Coordinated Entry System (CES):** The CES is a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- A.7 Emergency Aid:** Any urgent and immediate services, which include housing that will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets, shower facilities, tiny-shed homes, etc.
- A.8 Emergency Shelter:** Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person as defined in subdivision (e) of Section 50801 of the Health and Safety Code.
- A.9 General Service Area:** The geographically defined area where a service entity provides outreach and direct services to homeless people.
- A.10 Homeless:** The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:
- (1)** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i)** An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii)** An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - (iii)** An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - (2)** An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i)** The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii)** No subsequent residence has been identified; and

- (iii) The individual or family lacks the resources or support networks, **e.g.**, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, **e.g.**, family, friends, and faith-based or other social networks, to obtain other permanent housing.

A.11 Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.12 Homeless Youth: An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

A.13 Housing First: has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

A.14 Housing Search and Placement: Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.

- A.15 Navigation Center:** A Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- A.16 Office of Homeless Services (OHS):** The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State and local governments. OHS is the Administrative Entity for the HUD Continuum of Care Homeless Assistance Grant, and serves as the coordinator and administrator for grant submissions to the State Homeless Coordinating Finance Council, with focused administrative effort to support people experiencing or at risk of homelessness and the connections to housing, supportive services, case management, and mainstream services to assist with housing stability and self-sufficiency. OHS now serves as the administrator of the Housing Homelessness Incentive Program contract, taking over this responsibility from the Community Development and Housing Department (CDH). OHS coordinates HHAP-5 services on behalf of the County and oversees contractor performance, compliance, and reporting. OHS and County are used interchangeably in this Agreement.
- A.17 Permanent Housing** – A structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.
- A.18 Permanent Supportive Housing (PSH):** Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.
- A. 19 Personally Identifiable Information (PII)** – Any representation of information that permits the identity of an individual to whom the information applies, to be reasonably inferred by either direct or indirect means.
- A.20 Point-in-Time Count (PITC):** means the most recently available point-in time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.
- A.21 Program:** The Homeless Housing, Assistance, and Prevention Program Round 5, is a state-funded initiative designed to support local jurisdictions and community partners in addressing homelessness through coordinated, data-driven strategies.
- A.22 Rapid Re-Housing (RRH):** An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.
- A.23 San Bernardino City and County Continuum of Care (SBC CoC):** The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts,

social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.

- A.24 San Bernardino City and County Continuum of Care (CoC) Service Providers:** A network of Community Based Organization partnered with the SBC CoC to provide services to homeless individuals and families.
- A.25 San Bernardino City and County Continuum of Care (SBC CoC) Board:** The policy making body for the San Bernardino County Homeless Partnership. SBC CoC Board works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. SBC CoC Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.
- A.26 Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor, who is performing services on behalf of Contractor, under a separate contract with or on behalf of Contractor.
- A.27 Target Population:** Any person who is Homeless as defined in this Agreement.
- A.28 Transitional Housing:** A short-term, service-oriented housing program that provides temporary residential stability and intensive support to help people experiencing homelessness successfully transition into permanent housing.
- A.29 United States Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.
- A.30 Youth Set-Aside:** The minimum requirement that at least 10% of HHAP 5 funds be used for housing and services that directly serve homeless youth ages 12-24, including pregnant or parenting youth, in compliance with HHAP 5 eligible uses and reporting requirements.

B. CONTRACTOR RESPONSIBILITIES

- B.1** The project description for services to be provided by Contractor under this Contract are identified in **Exhibit 3 - SCOPE OF WORK**.
- B.2** Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State as a result of Contractor's non-compliance.
- B.3** Contractor and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.
- B.4** Contractor shall be responsible to accomplish the levels of performance as set forth in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** for the services outlined in **EXHIBIT 2 – FISCAL PROVISIONS** and report such measures quarterly to the County with each monthly expenditure report as directed in **EXHIBIT 3 – SCOPE OF WORK**. The County will review Contractor performance to assess expenditure and performance progress. If Contractor is not meeting

expenditure and performance measures, the County will work with Contractor to identify strategies and remediate performance issues.

- B.5** Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving PII data as outlined in this contract, comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.
- B.6** Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the County), and determining the custodianship of records.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's 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.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Chief of Homeless Services* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees

or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 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.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or

group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 **if applicable* Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes

of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected 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 Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C.48 Reserved

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Reserved

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 9, 2026 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 OHS shall provide technical assistance to Contractor.

E.2 OHS shall participate in evaluating the progress of the overall program.

E.3 OHS shall monitor Contractor on a regular basis in regard to compliance with contractual requirements.

E.4 The County agrees to establish mutually satisfactory methods for the exchange of information as may be necessary, including information regarding participants enrolled or are involved in a program which is receiving HHAP 5 funding. The exchange of information is necessary to allow each party to perform its duties and functions under this agreement, and fulfill deliverables as outlined in Exhibit 4, HHAP Deliverable Checklist. Appropriate procedures must be adhered to, to ensure information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations. No identifying information shall be disclosed by any party for any purpose other than carrying out the disclosing party's responsibilities under this agreement, except as may be otherwise required by law.

F. FISCAL PROVISIONS

F.1 The maximum amount of *disbursement* under this Contract shall not exceed \$[**indicate total amount of Contract**], as budgeted in EXHIBIT 1 – AWARD BY CATEGORY and shall be subject to availability of HHAP 5 funds to the County. The consideration to be paid to Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 The Contractor shall submit itemized monthly invoices to the County, in arrears, in a format acceptable to the County, for services performed under this Contract. Invoices must be submitted within twenty (20) working days following the end of the month in which the services were provided. All invoices will be reviewed by the County for compliance with the terms of this Contract. The County will reconcile each invoice within thirty (30) working days of receipt, or within thirty (30) working days after resolution of any billing dispute.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall

only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim disbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage

for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved

G.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

H.3 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue disbursement to Contractor for and during the period in which Contractor is in breach, which disbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Office of Homeless Services
560 E Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044*

**Contractor
Address**

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Marcus Dillard, Chief of Homeless Services

Dated: _____

(Print or type name of corporation, company, contractor, etc.)

B
y ►

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Template Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Suzanne Bryant, Deputy County Counsel	► _____ _____	► _____ _____
Date _____	Date _____	Date _____

EXHIBIT 1**HHAP-5 AWARD BY CATEGORY**

Project Component Type	
Funding Costs for	
Population Focus	

Eligible Use Category	Description of Services	Cost	Award / Allocation	Service Unit	Number Expected to be Served
Total Award					

EXHIBIT 2

FISCAL PROVISIONS

A. Method, Time, and Conditions of Payment

CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed [insert amount]. Said funds shall be allocated pursuant to the Budget shown below.

Agency: [Insert Name] Budget June 9, 2026 through June 30, 2028			
Eligible Use Category	Award/Allocation	Service Unit	Average Cost per service unit
Total Award			
Eligible Use Category	Award/Allocation	Service Unit	Average Cost per Household
Total			
Total Award			

Note: The table above may be changed (without changing the Total amount) with prior written approval from OHS.

- a. CONTRACTOR's expenses will only be utilized for eligible costs. CONTRACTOR shall submit Expenditure Reports of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- b. With each Expense Report of eligible costs, CONTRACTOR shall submit:
 1. All general and approved activity for eligible expenses.
 2. If the required supporting documentation is not provided, COUNTY may delay disbursements until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract.
 3. The following items shall be submitted for Case Management and Service Coordination:
 - i. Cost allocation reports covering the month claimed for the HHAP-5 program.
 4. The following must be submitted for employee wages and fringe benefits claimed:
 - i. Employee Time and Activity Logs for each employee that includes date work was performed, description of work, notes, eligible activity, hours worked for the day, total number of hours worked related to project worked and signed by employee and supervisor.

- ii. Time sheet that details all hours worked, including holiday, vacation, sick and any other time charged to contract.
- iii. Proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.
- iv. Payroll Registers for the pay periods included in the claim.
- v. Proof of payment for all fringe benefits premiums claimed for disbursement.

5. At least once per fiscal year provide:

- vi. Worker's Compensation Insurance rates for each class of employee charged to the program.
- vii. Fringe benefits premium rates with a breakdown of the employee and employer's contributions. Contractor will not be compensated for the employee's contribution to fringe benefits premiums (if applicable).
- viii. Rate of employer's contribution to employee retirement accounts (if applicable).

6. For all non-payroll related expenses submit copies of receipts, invoices, or bill expenses with disbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

7. The following items shall be submitted for Rapid Rehousing and Rental Assistance:

- ix. Submit copies of leases, rental assistance agreements, receipts, invoices, or bill expenses with disbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

8. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHAP-5 program.

d. All approved, complete reports submitted in a timely manner shall be processed/paid within thirty (30) calendar days.

e. All HHAP-5 funds shall be expended by the termination date of this Contract.

f. Expenditure Deadlines:

Percentage of HHAP-5 Award That Must be Expended	Milestone Deadlines
50%	364 Days after Execution of Contract
75%	183 Days Prior to the Expenditure Deadline

g. CONTRACTOR must expend:

- 1. No less than fifty percent (50%) of HHAP-5 funds by April 17, 2027.
- 2. One hundred percent (100%) of HHAP-5 funds by June 30, 2028.

3. "Expend" means all HHAP-5 funds obligated under this Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.

Reports submitted by the CONTRACTOR will be used to ensure that CONTRACTOR is on track to expend fifty percent (50%) of HHAP-5 funds by April 17, 2027, and one hundred percent (100%) of HHAP-5 funds by June 30, 2028. CONTRACTOR may submit a request to OHS prior to April 17, 2027, if CONTRACTOR is not on track to expend 50% of the HHAP-5 funds by April 17, 2027, proposing an alternative expenditure rate to meet the June 30, 2028, 100% expenditure deadline with justification. The Chief of Homeless Services may approve, modify, or deny such request.

If, by **December 31, 2027**, CONTRACTOR has not submitted reports showing an expenditure of at least seventy five percent (75%) of the HHAP-5 funds, the remaining twenty five percent (25%) may be reallocated.

- h. HHAP-5 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.
- i. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-5 funds must be used for HHAP-5 eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (see **EXHIBIT 8 – EXPENDITURE REPORT**).
- j. Any housing-related activities funded with HHAP-5 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- k. CONTRACTOR confirms that rental assistance will be issued directly to a property owner, or an agent authorized to act on behalf of a property owner.
- l. For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. CONTRACTOR must be able to account for the receipt, obligation and expenditure of funds.
 - 1. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.
- m. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with HHAP 5 eligible costs. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).
- n. CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.
- o. COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

P. Costs for services under the terms of this Contract shall be incurred during the contract period

- p. except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations. Disbursements to Contractor are Net 30.
- q. CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

A.1 Documentation of Costs and Other Financial Reporting

- a. CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.
- b. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract. Such records shall be made available for inspection upon reasonable request by the COUNTY during this retention period.
- c. All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

- 1. Maintain an effective system of internal fiscal control and accountability for all HHAP-5 funds and property acquired or improved with HHAP-5 funds, and make sure the same are used solely for authorized purposes.
- 2. Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.
- 3. Maintain payroll, financial, and expense disbursement records for a minimum period of five (5) years after the termination of this Contract.
- 4. Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the County at any time during normal business hours and as often as necessary.
- 5. Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.
- 6. Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY (e.g., ineligible costs, unexpended funds, etc.).

A.2 Funding

- a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency, department, or any political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

- b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and COUNTY statutes, regulations, and terms and conditions of the Contract.
- c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.
- d. CONTRACTOR must be able to demonstrate that HHAP-5 funds were expended for eligible uses to benefit members of the Target Population.
- e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget (see **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY**). Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.
- f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

A.3 Ineligible Costs

- a. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-5 and the eligible uses identified in California Health and Safety Code Sections 50218 et seq.
- b. The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-5 funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.
 - 1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and will not be reimbursed to the CONTRACTOR by COUNTY.
 - 2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-5 funds.
 - 3. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-5 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-5 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

A.4 Withheld Payments

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Contract.

A.5 Disallowance

- a. If CONTRACTOR receives payment under this Contract which is later disallowed by COUNTY for nonconformance with this Contract, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY disbursement requests for subsequent HHAP-5 funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFA information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of HHAP-5 award to COUNTY, and may CONTRACTOR be prohibited from any further participation in HHAP-5. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 Fiscal Accountability

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for disbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.7 Financial Management

- a. Review, understanding, and certification that quarterly disbursement reports submitted to the COUNTY meet eligible expenses under HHAP-5 and State requirements. The COUNTY shall have no obligation to reimburse CONTRACTOR with any funds other than HHAP-5 funds the COUNTY receives from the State.
- b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-5 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.
- c. Subsequent disbursements after the first disbursement, are dependent upon CONTRACTOR properly documenting the expenses/expenditure reports to cover the previous disbursement.

A.8 Budget Changes

- a. CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-5 budget without first obtaining prior approval. No more than the amounts specified in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the COUNTY and/or the State.

A.9 Budget Amendments

- a. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the CONTRACTOR in writing within 180 days of the contract expiration.

A.10 Equipment and Other Property

- a. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-5 funds received under the terms of this Contract which has a life expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:
 - 1. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items

purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

2. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.
3. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of \$5,000 must be depreciated.
4. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-5 funds.
5. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

A.11 Final Advance

Unless approved by OHS in writing, all final requests for disbursement of authorized HHAP-5 expenditures under this Grant must be submitted to OHS no later than **December 31, 2027**.

EXHIBIT 3
SCOPE OF WORK

A. GENERAL REQUIREMENTS

CONTRACTOR shall carry out the following responsibilities between **June 9, 2026**, to **June 30, 2028**:

A.1 Service Requirements

[Enter Service Requirements Here]

A.2 Project Detail

Project Component Type	Services
Funding Costs	
Population Focus	

A.3 Presentation of Services

CONTRACTOR shall:

- a. Provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to Subcontractors, the CONTRACTOR must ensure that any Subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
 1. Designate the responsible position(s) in your organization for managing the funds allocated to this program.
 2. Maximize the use of the allocated funds.
 3. Ensure timely and accurate reporting.
 4. Maintain appropriate staffing levels.
 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.
 6. Effectively communicate and monitor the program for its success.
 7. Maintain communication between the CONTRACTOR and OHS.
 8. Act quickly to identify and solve problems.
- b. Ensure that all program sites are well maintained.
- c. Provide one (1) or more staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing

plans from available stock, working with landlords to develop positive relationships, assisting participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach residents to be successful when meeting with potential property managers and prepare them for moving into a unit. Staff may also work to develop shared housing options for residents. Staff will work in collaboration with the participant's case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to fifteen (15) participants at any given time.

- d. Provide one (1) or more staff will assist the participants with linkage to supportive services if participants are not connected to supportive services in order to receive needed services. Staff will also assist with all housing search activities as described above.
- e. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM FTEs	
Case Manager (Enter Correct Title)	
Total FTEs	

- f. CONTRACTOR shall maintain personnel files for each staff member, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

- a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).
- b. CONTRACTOR must notify the CES within 10 days of award of the HHAP-5 funding by utilizing the online 211 Registration form located at: [211 Registration Form \(wufoo.com\)](http://211RegistrationForm(wufoo.com))
- c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHAP-5 participants are consistent with the eligible uses under HHAP-5.
- d. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.2 Data Reporting

- a. CONTRACTOR will submit to OHS detailed reports containing information listed in **EXHIBIT 3 – SCOPE OF WORK, Section C**.
- b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

- c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

- a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.
- b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.
- c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.
- d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

- a. CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHAP-5 funds, and a final financial report, upon termination or completion of the services specified in this Contract.
- b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:
 - 1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.
 - 2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.
 - 3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section Exhibit 2, Section A.1, whichever occurs first. This obligation shall survive the termination of the Contract.
 - 4. CONTRACTOR must account for any real and personal property acquired with HHAP-5 funds.
 - 5. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

- a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHAP-5 funded agencies, unless prohibited by law.
- b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHAP-5 disbursement request (see **EXHIBIT 7 – HHAP-5 EXPENDITURES AND REQUEST FOR DISBURSEMENT FORM**).
- c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT 5 – HMIS CLIENT DATA REPORT SAMPLE**) with the quarterly disbursement reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Christopher Salazar, HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln., Ste. 200
San Bernardino CA 92415-0044
Christopher.Salazar@hss.sbcounty.gov
Phone: 909-501-0610

- d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHAP-5 participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.
- e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:

1. Client Demographic Data
 - i. Name
 - ii. Social Security Number
 - iii. Date of Birth
 - iv. Race
 - v. Ethnicity
 - vi. Gender
 - vii. Veteran Status

2. Universal Data

- i. Disabling Condition
 - ii. Project Start Date
 - iii. Project Exit Date
 - iv. Destination
 - v. Relationship to Head of Household
 - vi. Client Location
 - vii. Housing Move-in Date
 - viii. Living Situation
3. Common Program Specific Data Elements
- i. Income and Sources
 - ii. Non-Cash Benefits
 - iii. Health Insurance
 - iv. Disability Elements
 - v. Physical Disability
 - vi. Developmental Disability
 - vii. Chronic Health Condition
 - viii. HIV/AIDS
 - ix. Mental Health Problem
 - x. Substance Abuse
 - xi. Domestic Violence
 - xii. Contact
 - xiii. Date of Engagement
 - xiv. Bed-Night Date
 - xv. Housing Assessment Disposition
4. Data Timeliness
- i. Entry Timeliness
 - ii. Exit Timeliness
- f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HMIS Data Quality Report

- f. Sample (see **EXHIBIT 6 – HMIS DATA QUALITY REPORT**). The report will be generated by CONTRACTOR and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.
- g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.
- h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

B.6 Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HHAP-5 projects must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b) (see **Exhibit 9 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255**).

B.7 Program Participant Eligibility

CONTRACTOR shall ensure that:

- a. HHAP-5 participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:
 1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or
 - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - ii. No subsequent residence has been identified; and
 - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
4. Any individual or family who:
 - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - ii. Has no other residence; and
 - iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.
- b. HHAP-5 participants are referred by CES to CONTRACTOR.
- c. CONTRACTOR coordinates program enrollment and services in collaboration with CES.

B.8 Job Training and Employment

CONTRACTOR agrees to refer HHAP-5 clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD). Number of participants who have been referred to WDD will be reported on a quarterly basis by CONTRACTOR.

B.9 Staffing Requirements

CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HHAP-5 funding.

B.10 Non-Discrimination Requirements

CONTRACTOR and its subcontractors shall not deny the HHAP-5 contract's benefits to any Person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

CONTRACTOR shall permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

C. HHAP-5 REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons and households served by HHAP-5 funds.
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHAP-5 funds.
5. Number of instances of service.
6. Increases in capacity for new and existing programs.
7. Number of unsheltered homeless persons and homeless households becoming sheltered.
8. Number of homeless persons and homeless households entering permanent housing.
9. Number of homeless persons and households successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.
10. Number of persons and households at imminent risk of homelessness successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Note: Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

EXHIBIT 4

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

I. General HHAP Eligible Cost

- ☐ 1. Staff Salaries and Benefits
 - ☐ Payroll Calculation Worksheet for HHAP
 - ☐ Showing all calculations charged for HHAP and supports the amount specified in the expenditure report.
 - ☐ Paystub / Payroll Summary
 - ☐ Timesheet and Time Activity report indicating staff performed HHAP eligible activity
 - ☐ Timesheet / Time Activity report must include:
 - ☐ Employee Name
 - ☐ Job title/position and description
 - ☐ Time Period Covered
 - ☐ Start and end dates for the reporting period (e.g., weekly, bi-weekly, or monthly)
 - ☐ Daily Time Entries
 - ☐ Time worked each day (in hours)
 - ☐ Specific start and end times (optional but recommended for accuracy)
 - ☐ Task/Activity Details
 - ☐ Description of the work performed, or tasks completed
 - ☐ Allocation of time to specific programs or activities
 - ☐ If the employee's time is split between multiple funding sources or programs, clearly indicate the percentage or hours allocated to each program.
 - ☐ Use a percentage breakdown or specific hours (e.g., 50% HHAP 1, 25% ESG, 25% HHAP 2)
 - ☐ Use a percentage breakdown for each category of HHAP
 - ☐ Employee Benefits
 - ☐ Employer paid benefits such as Health Insurance (Medical, Dental, Vision), Social Security and Medicare Contributions, Retirement Plans and Pension Contributions, Workers' Compensation Insurance, Paid Leave (Vacation, Sick, Holiday), Life and Disability Insurance, Fringe Benefits etc.
 - ☐ Proof of employer contributions (invoices, payroll deductions)
 - ☐ Bank Statement that the benefits are paid.
 - ☐ Proof of payment that the salary is paid
 - ☐ If paystub is printed using the providers payroll system, this is acceptable as proof of payment.
- ☐ 2. Insurance
 - ☐ Invoice or premium billing statement or official receipt from the insurance provider showing the amount paid, date, and coverage period.
 - ☐ Proof of payment that the insurance is paid.
- ☐ 3. Mileage log (approved and signed)
 - ☐ Start and End Odometer
 - ☐ Activity / Purpose
 - ☐ Total Mileage
 - ☐ Destination
 - ☐ Map

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

☐ 4. Eligible Use (HHAP Categories)

a. Rapid Rehousing (RRH)

- ☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Client eligibility documentation (Literally Homeless)
- ☐ Proof of Payment (Please see Section I item 6)

b. Prevention and Shelter Diversion

- ☐ Client eligibility documentation (risk of homelessness)
- ☐ Eviction Notice / Disconnection notice for utility bills
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Proof of Payment (Please see Section I item 6)

c. Operating Subsidies

- ☐ Operating expense is aligned with the scope of work in the contract.
- ☐ Monthly expense reports / General Ledger (utilities, maintenance costs, operating expense)
- ☐ Invoices / receipts
- ☐ Proof of Payment (Please see Section I item 6)

d. Street Outreach

- ☐ Log of street outreach activities (date, location, staff involved)
- ☐ Intake forms for clients engaged
- ☐ Expense receipts for supplies and transportation (e.g., fuel, public transport)
- ☐ Proof of Payment (Please see Section I item 6)

e. Service Coordination

- ☐ Client intake and assessment forms
- ☐ Documentation of services provided (case notes, service plans)
- ☐ Receipts for any client-related expenses (transport, supplies)
- ☐ TARs for coordinators and case managers
- ☐ Salary and benefits documentation for service coordination staff
- ☐ Proof of Payment (Please see Section I item 6)

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

f. Systems Support

- ☐ Proof of system implementation (software invoices, maintenance records)
- ☐ Invoices and payment proof for administrative expenses
- ☐ TARs for staff managing the system or providing oversight

g. Permanent Housing

- ☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Client eligibility documentation (Literally Homeless)
- ☐ Lease agreements for clients housed under permanent housing
- ☐ Assessment forms
- ☐ Payment records for rent, utilities, and other housing expenses
- ☐ Staff involved in Permanent Housing (please see section II item 1.
- ☐ Proof of Payment (Please see Section I item 6)

h. Interim Sheltering

- ☐ Client intake forms and eligibility documentation
- ☐ Shelter occupancy logs and proof of client stay
- ☐ Invoice and proof of payment (Please see Section I item 6)
- ☐ Staff involved in Interim Sheltering (please see section II item 1.

i. Emergency Shelters

- ☐ Client intake and assessment forms
- ☐ Occupancy records showing duration of client stay
- ☐ Invoice and proof of payment (Please see Section I item 6)
- ☐ Staff involved in Emergency Shelter (please see section II item 1).

j. Homelessness Youth Set Aside

- ☐ Client intake and assessment forms
- ☐ Occupancy records showing duration of client stay
- ☐ Invoice and proof of payment (Please see Section I item 6)
- ☐ Staff involved in Homelessness Youth Set Aside (please see section II item 1

EXHIBIT 5

HMIS CLIENT DATA REPORT SAMPLE

Program Roster Report	SAMPLE	Agency Name
		Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, ☐ = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes
 You can find more information about adjusted Move-In Date at the [Help Center Article](#)
 Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
<i>Program: Sample Project Name</i>												
Client 1	ABC12345	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	DEF12345	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	GHI12345	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	JKL12345	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	MNO12345	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	PQR11111	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	VWX22222	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	YZ123456	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	BAC11111	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	CAD22222	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

Tue Aug 1 09:15:38 AM 2023

Powered By



1 / 1

EXHIBIT 6

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]	Agency Name CoC Category Filter: Agency CoC Date Range: 10/01/2022 thru 06/30/2023
---	---

Q3. Universal Data Elements		
Program Applicability: All Projects		
Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality		
Program Applicability: All Projects		
Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless							
Program Applicability: ES, SH, Street Outreach, TH & PH(All)							
Starting into project type	Count of total records	Missing time in institution (3.9.17.2)	Missing time in housing (3.9.17.2)	Approximate Date started (3.9.17.3)	Number of times (3.9.17.4)	Number of months (3.9.17.5)	% of records unable to calculate
				Missing	DK/R/missing	DK/R/missing	
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Thu Jun 1 11:01:09 AM 2023

HMIS Data Quality Report [FY 2023]

Agency Name

CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

Q6. Timeliness

Program Applicability: All Projects

Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter

Program Applicability: Street Outreach & ES-Night By Night

Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name
--------	--------------



EXHIBIT 7

DISBURSEMENT REQUEST



HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM - DISBURSEMENT REQUEST					
Agency:				County Use Only	
Address:					
Project Name:		Date of Request:			
Contract Number:		Service Date From:	Service Date To:	CONTRACT AMOUNT	
				DISBURSEMENTS	
Contract Period:				SUBTOTAL	\$ -
Region:		Request Number:		AMOUNT APPROVED	
				CONTRACT BALANCE	\$ -
FUNDING REQUEST SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		\$ -	\$ -	\$ -	\$ -
Provide a complete explanation below for each the following:					
1. How Agency will use requested funding. Use <i>Funding Request - Expenditures</i> and <i>Funding Request - Number Served</i> forms to breakdown expenditures and number served by Activity.					
2. If amount requested is more or less than the quarterly amount, why.					
3. If the current request is less than three (3) months since the prior request, why.					
4. Add any other explanation(s) pertinent to this funding request (e.g., why no funding requested).					
I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.					
PREPARED BY (signature):		PHONE #:	APPROVED BY (signature):	PHONE #:	
Print Name:		Date:		Print Name:	Date:
The Homeless Housing Assistance & Prevention Program - Funding Request form must be approved by an authorized signature.					
COUNTY USE ONLY					
Audited By (signature):		Date:	Approved by (signature):		Date:
Print Name:			Print Name:		

EXHIBIT 8

EXPENDITURE REPORT



HOMELESS HOUSING, ASSISTANCE and PREVENTION PROGRAM (HHAP) - MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPENDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPENDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPENDITURES	
Contract Period:		09/13/2023-08/31/2024		\$ -	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
\$ -		\$ -	\$ -	\$ -	\$ -
I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Homeless Housing, Assistance and Prevention Program regulations (CA Health and Safety Code 50210 - 50215) have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.					
PREPARED BY (signature):		PHONE #	APPROVED BY (signature):		PHONE #:
PRINT NAME AND DATE:		PRINT NAME AND DATE:			
I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200; (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.					
COUNTY USE ONLY					
Audited By (signature):		Date:	Verified By (signature):		Date:
Print Name:		Print Name:			
Approved By (signature):		Date:			
Print Name:					

EXHIBIT 9

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

State of California WELFARE AND INSTITUTIONS CODE Section 8255

8255.

For purposes of this chapter:

- (a) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.
- (b) "Core components of Housing First" means all of the following:
- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
 - (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
 - (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
 - (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
 - (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
 - (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
 - (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
 - (8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
 - (9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
 - (10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
 - (11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.
- (c) "Homeless" has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal

(d) (1) “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) “Housing First” includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) “State programs” means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(f) “Council staff” means the individuals who work for the California Interagency Council on Homelessness and who are overseen by the executive officer of the California Interagency Council on Homelessness.

(g) “Executive council” means the California Interagency Executive Council on Homelessness created pursuant to Section 8257 and consisting of the members identified in subdivision (c) of Section 8257.

(Effective July 5, 2025)

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to California Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code sections 1777.1 and 1771.1(o), the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <https://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County and the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due to the Contractor. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- c. At least monthly (at least once every 30 days), the Contractor and all subcontractors must submit electronic certified payroll records online to the Labor Commissioner, in a format prescribed by the Labor Commissioner. The County reserves the right to require Contractor and all subcontractors to submit certified payroll to the Labor Commissioner more frequently than monthly.
- i. A contractor or subcontractor who fails to furnish electronic certified payroll records to the Labor Commissioner as required by Labor Code section 1771.4, is subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per day, until such payroll records are furnished, not to exceed a total penalty of five thousand dollars (\$5,000) per project.
 - ii. This requirement does not apply to public works projects \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. However, the Contractor must still keep accurate certified payroll records and retain those records, as specified in Labor Code section 1776, for at least three years after completion of the work.

6. Limits on Hours of Work:

Pursuant to Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Jobsite Notices

This project is subject to compliance, monitoring, and enforcement by the DIR. As required by the DIR, Contractor is required to post jobsite notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

9. Registration with the DIR (Labor Code section 1725.5)

- a. Contractor must be registered with the DIR to bid or submit a proposal on this project, unless the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code sections 1771.1(a) and 1725.5(f).

- i. An inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - 1) The subcontractor is registered prior to the bid opening.
 - 2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
 - 3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- b. Contractor must be registered with the DIR (unless an exception applies) to be awarded a contract or perform any work on this project. No contractor or subcontractor may be awarded a contract for a public work project or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 (unless an exception applies).
 - i. A contract entered into with any contractor or subcontractor in violation Labor Code section 1725.5 shall be subject to cancellation.
 - ii. If the Labor Commissioner determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with Labor Code section 1771.1, the contractor or subcontractor is subject to civil penalties of one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000), payable to the state. Contractor may also be subject to additional penalties, up to an additional \$10,000, for entering into a contract with an unregistered subcontractor.
 - iii. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered with the DIR, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until they are registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days. Failure of a contractor or subcontractor to observe a stop order issued and served upon them is guilty of a misdemeanor punishable by imprisonment in county jail up to 60 days or by a fine of up to ten thousand dollars (\$10,000), or both.
- c. To qualify for registration with the DIR, Contractor must meet all requirements listed in [Labor Code Section 1725.5](#).
- d. Registration with the DIR is not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable trades or crafts (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training contributions for each apprenticeable hour employed on the Contract to either the local training fund or the California Apprenticeship Council; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exemption is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the prevailing rate of per diem wages for apprentices in the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Unless otherwise provided by a collective bargaining agreement, when the Contractor requests the dispatch of an apprentice to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, Contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- c. Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Labor Code sections 3070 et seq. are eligible to

be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training, or the rules and regulations of the California Apprenticeship Council.

2. Compliance with Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted must include the contractor's name, address, telephone number and state license number; the full name and address of the public work awarding body; the exact location of the public work site; the date of the contract award; an estimate of journeyman hours to be performed under the contract; the number of apprentices proposed to be employed; and the approximate dates the apprentices would be employed.
- b. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- c. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice (to do this use DAS Form 142).*
- d. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- e. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- f. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- g. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft or trade must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman, not including overtime hours. If Contractor has agreed to be covered by an apprenticeship program's standards, Contractor must employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, which cannot be less than the 1 to 5 ratio required above.
 - ii. Contractor must attempt, to the greatest extent possible, to employ apprentices during the same time period that the journeyman in the same craft or trade are employed at the jobsite. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts or trades are denoted with a pound symbol "#" in front of the craft or trade name on the prevailing wage determination.
 - iii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iv. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - v. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - vi. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vii. Apprentices employed to fulfill the requirements of Labor Code section 1777.5 must be registered apprentices who are training under apprenticeship standards that include the work processes that the Contractor will perform on the project. Where a Contractor employs apprentices under the rules and regulations of the California Apprenticeship Council, apprentices must, at all times work under the direct supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- h. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts or trades on public works projects, must make training fund contributions to the California Apprenticeship Council, in the amount established by the Director of the Department of Industrial Relations as the prevailing amount for apprenticeship training contributions in the area of the public works site.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors may take as a credit for payments to the Council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project.

- iv. Training fund contributions are due and payable on the 15th day of the month for work performed during the preceding month.
- i. Submit a Verified Statement within 60 Days of Conclusion of Work Under the Contract
 - i. Each contractor and subcontractor must submit a verified statement of the journeyman and apprentice hours performed on the contract, which information shall be public and retained by the apprenticeship programs for 12 months.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. When the Contractor has a direct contract with the public agency that is under \$30,000.
 - iii. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - iv. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720 et seq.

4. Exemption from Apprenticeship Ratios:

- a. The Administrator of Apprenticeship may grant a certificate exempting the Contractor from the 1-to-5 ratio set forth in this Section if Contractor can show that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen
- b. An apprenticeship program has the discretion to grant a certificate to a participating contractor or contractor association which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. Assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- c. When an exemption from subsection b. above is granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility for compliance with this Section for all apprenticeable trades or crafts is solely and exclusively that of the Contractor. Violations of Labor Code section 1777.5 are subject to penalties pursuant to Labor Code section 1777.7, as determined by the Labor Commissioner.

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-0973

Agenda #: G.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Termination of Solar Power Purchase Agreement with Fontana Solar Project 2019, LLC for Assessor Parcel Number 0192-031-23

RECOMMENDATION:

1. Terminate the solar Power Purchase Agreement (PPA) with Fontana Solar Project 2019, LLC for Assessor Parcel Number 0192-031-23.
2. Authorize the City Manager to enter into all documents to satisfy the termination on behalf of the City of Fontana.
3. Remit a termination payment in the amount of \$490,019.00 to Fontana Solar Project 2019, LLC.

COUNCIL GOALS:

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

DISCUSSION:

In January 2019, the City of Fontana ("City") entered a twenty-five-year solar power purchase agreement (with the option of an additional two five-year terms) with General Electric International, Inc. ("GE") for the purchase of electric energy via solar panels at several City properties including the City Hall and Development Services Office (DSO) buildings, located at 8353 Sierra Avenue. In July 2019, the agreements were subsequently assigned to Fontana Solar Project 2019, LLC, which is now the Seller under the Power Purchase Agreement (PPA) and the Tenant under the Site Lease. The Commercial Operation Date for the procured equipment was in December 2019. Recently, the City demolished the existing City Hall building and awarded contract to replace it with a two-story building to encompass additional parking and municipal office space.

In anticipation of the aforementioned renovation, City staff contacted the Seller and informed it of the City's plans that it would no longer be conducting business at the City Hall building, and confirmed with staff that the solar equipment used for the existing building would not be of adequate size for the new structure and thus could not be relocated to the renovated City Hall building. As a result of this, the Seller recommended a Mutual Termination Agreement. The Purchaser's Termination Payment

amount was mutually agreed to be based on the PPA's 'Termination Payment Schedule - Exhibit 5'. The City is in its 6th year of operation, therefore the City must render a termination payment in the amount of \$490,019.00.

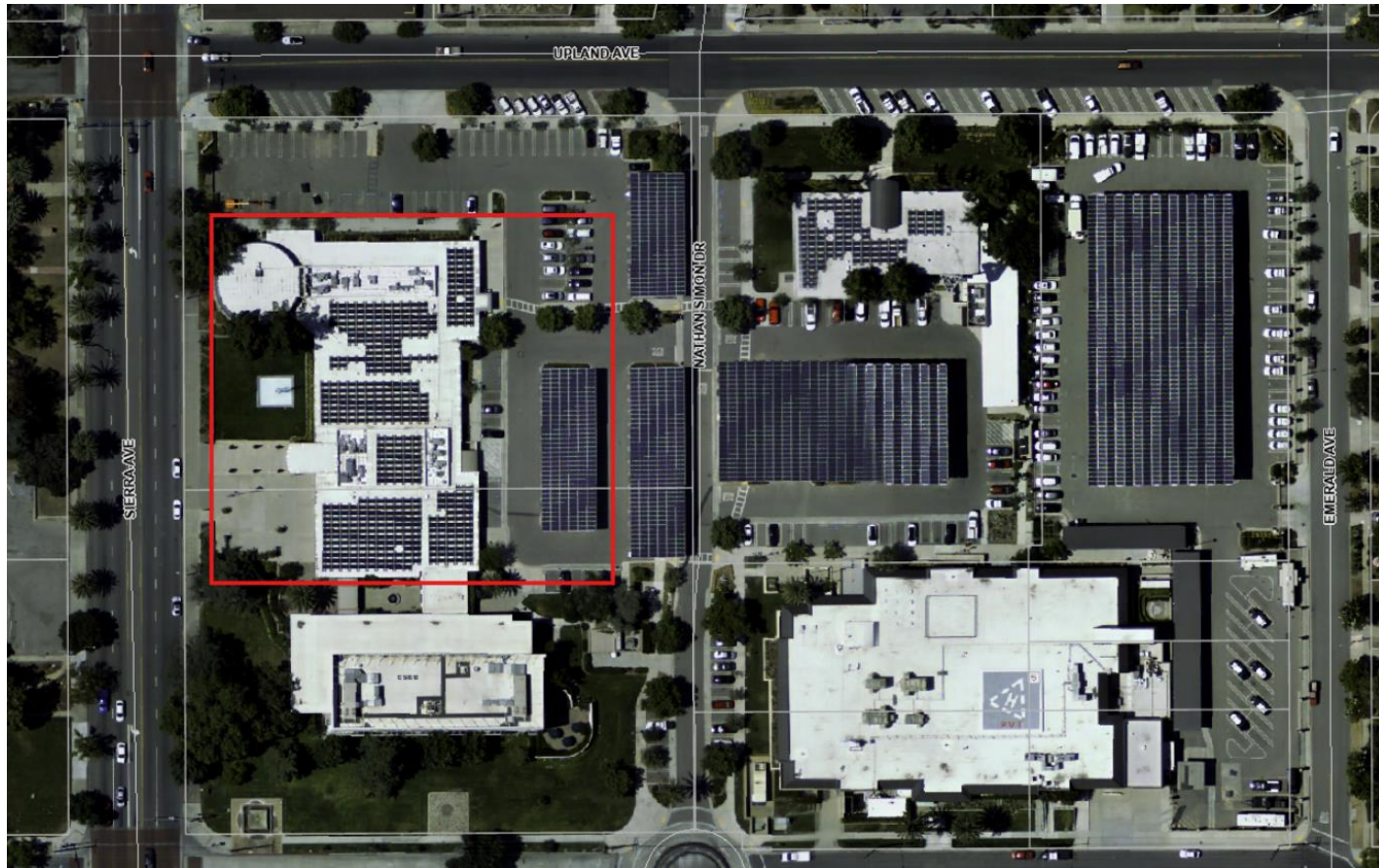
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$490,019.00 for the termination payment. The termination amount is included in the FY 2026-27 budget in the City Hall Renovation Project # 37600012-601-A-8320.

MOTION:

Approve staff recommendation.

System Included in Mutual Termination Agreement for City Hall & DSO



MUTUAL TERMINATION AGREEMENT

City Hall / Development Services Office Solar PPA

8353 Sierra Avenue / 3528 Sierra Avenue, Fontana, California

This Mutual Termination Agreement (this “**Agreement**”) is entered into as of August __, 2026 (the “**Effective Date**”), by and between the City of Fontana, a California municipal corporation (the “**City**”), and Fontana Solar Project 2019, LLC, a Delaware limited liability company (“**Seller**”). The City and Seller are referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

- A. The City and General Electric International Inc. entered into that certain Solar Power Purchase Agreement dated January 31, 2019 (the “PPA”), and a related Solar Energy System Lease Agreement on January 11, 2019 (the “Site Lease,” and together with the PPA and any related easements, license, or access agreements entered into in connection therewith, the “Agreements”), each relating to the solar photovoltaic system installed at 8353 Sierra Avenue and 3528 Sierra Avenue (hereinafter, the (“City Hall” or the “Property”), Fontana, California (the “System”).
- B. On July 10, 2019, the Agreements were subsequently assigned to Fontana Solar Project 2019, LLC, which is now the Seller under the PPA and the Tenant under the Site Lease. Such assignment was made in accordance with the assignment provisions of the Agreements as Fontana Solar Project 2019, LLC is a successor entity and qualified solar operator with comparable experience in operating and maintaining photovoltaic system solar systems and the financial capability to perform the obligations contemplated under the Agreements.
- C. The City has vacated or is vacating the Property, demolition activities have commenced and are being performed by the City or its contractors, and the City has elected to retain the canopy/carport portion of the System at the Property.
- D. The Parties agree that the applicable Purchaser’s Termination Payment under Exhibit 5 of the PPA, based on termination in Contract Year 6, is Four Hundred Ninety Thousand Nineteen Dollars (\$490,019).
- E. The Parties desire to mutually terminate the Agreements and document the disposition of the System at the Property on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Termination. Effective as of August __, 2026 (the “Termination Effective Date”), the Agreements are mutually terminated and shall be of no further force or effect, except for the obligations under this Agreement and any provisions of the Agreements that by their terms expressly survive termination.
2. Termination Payment. Within thirty (30) days after the Termination Effective Date, and subject to the City’s receipt of the fully executed and recordable instruments described in Section 8 and written lender releases/lien waivers in a form reasonably acceptable to the City, the City shall pay Seller Four Hundred

Ninety Thousand Nineteen Dollars (\$490,019) by wire transfer in immediately available funds to the account designated by Seller in writing. The Termination Payment is paid under the PPA for early termination and does not, by itself, transfer title to any portion of the System. Notwithstanding the foregoing, the Parties acknowledge and agree that the Termination Payment, together with the Parties' mutual agreements and obligations under this Agreement, constitutes good and valuable consideration for the transactions contemplated herein, including the transfer of the retained equipment under Section 3.

3. Canopy/Carport Transfer. Effective upon Seller's receipt of the Termination Payment, Seller gives, grants, remises, releases, quitclaims, and surrenders to the City all of Seller's right, title, and interest in and to the canopy/carport portion of the System, including all associated equipment, components, improvements, and related rights AS IS, WHERE IS, WITH ALL FAULTS, and without representation or warranty of any kind, except as expressly provided herein. Seller represents and warrants that as of the transfer date, the canopy/carport portion of the System is free and clear of all liens, mortgages, security interests, and encumbrances attributable to Seller or its lenders. Furthermore, Seller hereby assigns and transfers to City all of Seller's right, title, and interest in and to any existing, unexpired third-party manufacturer, installer, or equipment warranties, guarantees, operating manuals, as-built drawings relating to the canopy/carport equipment. Seller shall execute any documentation reasonably requested by the City or applicable manufactures to effectuate such assignment. From and after the Termination Effective Date, the City assumes all ownership, operation, maintenance, safety, utility, interconnection, warranty, tax, environmental attribute, and liability obligations relating to the canopy/carport equipment, including obtaining or modifying any Southern California Edison permission-to-operate, interconnection, metering, or closeout documentation in the City's name.

4. Rooftop Equipment; City-Performed Demolition. The Parties acknowledges that demolition of the Property and removal of the rooftop portion of the System is being performed by the City or its contractors without Seller's involvement. The Seller hereby abandons, releases and relinquishes to the City all of Seller's right, title, and interest in and to the rooftop portion of the System equipment, and the City accepts such rooftop System equipment solely for the removal, demolition, scrapping, and disposal of such System equipment. The City waives any roof restoration, roof warranty inspection, patching, or similar restoration obligations that would otherwise apply following System removal.

Notwithstanding anything in Section 4 or Section 7 to the contrary, and surviving the Termination Effective Date and mutual release herein, Seller shall defend, indemnify, and hold harmless the City from and against any third-party claims, mechanic's liens, stop notices, or encumbrances filed against or affecting the rooftop System or City property arising out of or related to work, equipment, or agreements performed or entered into by or on behalf of Seller prior to the Termination Effective Date.

5. Utility Closeout; Cooperation. The Parties shall cooperate to terminate or transfer the existing Southern California Edison permission-to-operate and interconnection arrangements as appropriate for the retained canopy/carport equipment and the abandoned rooftop equipment, including providing reasonable access and information as needed. Seller shall execute and deliver to City all required SCE interconnection transfer, cancellation, or closeout forms within ten (10) days following the Termination Effective Date. The City shall be responsible for any utility costs associated with transfer or termination of the interconnection for retained equipment. The obligations set forth in this Section shall survive the termination of this Agreement and Seller shall defend, indemnify, and hold harmless the City from and

against any utility penalties, lost credits, or third-party fees resulting directly from Seller's failure to timely perform its obligations hereunder.

6. Final Reconciliation. The Parties confirm that, to the best of their knowledge, all amounts due under the PPA through the Termination Effective Date have been paid in full.

7. Mutual Release and Waiver of Section 1542.

(a) Effective upon Seller's receipt of the Termination Payment and completion of the canopy/carport transfer under Section 3, each Party releases the other Party, together with its affiliates, officers, directors, employees, agents, successors, and assigns, from all claims arising out of or relating to the Agreements and occurring on or before the Termination Effective Date. This release does not apply to: (a) obligations under this Agreement (including, without limitation, Seller's warranty provisions in Section 3 and indemnity obligations under Section 4) ; (b) any indemnification, confidentiality, or other obligation of the Agreements that survives by its terms; (c) fraud or intentional misconduct; (d) third-party claims; or (e) any claim that cannot be released by law.

(b) Waiver of Section 1542. Each Party hereby states that it is such Party's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

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

8. Recorded Instruments. If any memorandum of lease, easement, non-disturbance agreement, fixture filing, or other instrument was recorded or filed in connection with the Agreements, the Parties shall cooperate to execute and record an appropriate termination or release instrument promptly following the Termination Effective Date. The obligations set forth in this Section shall survive the termination of this Agreement until they have been fully performed.

9. Authority. The City represents that it has obtained or will obtain before execution all approvals required to enter into this Agreement, including any City Council authorization required for the canopy/carport transfer, and that the City signatory is authorized to bind the City. Seller represents that Fontana Solar Project 2019, LLC is the current Seller and Tenant under the Agreements and the authorized payee for the Termination Payment, and that the Seller signatory is authorized to execute this Agreement.

10. Miscellaneous. This Agreement is governed by the laws of the State of California, without regard to conflicts-of-law principles. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Electronic signatures and delivery by PDF or DocuSign are effective as originals. This Agreement constitutes the Parties' entire agreement regarding the termination of the Agreements and disposition of the System, and supersedes the City's termination notice dated April 20, 2026 and any prior informal correspondence regarding termination. Seller shall

provide written wire instructions within ten (10) days after the Effective Date, and such written wire instructions are administrative in nature and do not amend or modify this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CITY OF FONTANA

a California municipal corporation

By: _____

Name: Matthew Ballantyne

Title: City Manager

Attest:

Germaine Key, City Clerk

Approve As to Form

Ruben Duran, City Attorney

FONTANA SOLAR PROJECT 2019, LLC

a Delaware limited liability company

By: _____

Name: Eric Pollock

Title: President

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	City of Fontana	Seller:	General Electric International Inc.
Name and Address	City of Fontana 8353 Sierra Ave. Fontana, CA 92372 Attn: Chuck Hays	Name and Address	General Electric International Inc. 1 River Road, Bldg 66 Schenectady, NY 12345 Attn: Eric Schiemann
Phone	(909) 350-6760	Phone	(518) 742-6863
Fax	(909) 350-6755	Fax	(518) 677-4804
E-mail	Chays@fontana.org	E-mail	Eric.schiemann@ge.com
Facility Ownership	Purchaser [X] owns [] leases the Facility. List Facility Owner, if different from Purchaser: _____	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at Purchaser’s facility and/or surrounding property described in **Exhibit 4** (collectively, the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	General Terms and Conditions
<u>Exhibit 4</u>	Facility Real Property Description
<u>Exhibit 5</u>	Purchaser’s Termination Payment Schedule
<u>Exhibit 6</u>	Production Guarantee Schedule
<u>Exhibit 7</u>	Portfolio Projects Schedule

Purchaser:

Signature: _____

Printed Name: Kenneth R. Hunt

Title: City Manager

Date: _____

Seller:

Signature:  _____

Printed Name: Erik Schiemann

Title: General Manager

Date: 1/31/2019

Exhibit 1
Basic Terms and Conditions

1. **Initial Term:** Twenty-five (25) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Two [five (5) year] periods following the end of Initial Term.
3. **Environmental Attributes:** Accrue to Purchaser.
4. **Energy Rate:**

For the Initial Term: Commencing on the Commercial Operation Date, Purchaser shall pay to Seller monthly an amount for each kWh of electricity multiplied by the prices as shown on **Exhibit 3, Attachment A** for each respective calendar Year.

For each Additional Term: For each Additional Term that the Parties opt to exercise, the price for each kWh of electricity will be determined by mutual agreement.

5. **Outside Installation Commencement Date:** 11/7/2019, which is the outside date by which the conditions (listed in Section 6.a of the General Terms and Conditions) to Seller installing the System and selling electricity to Purchaser must be satisfied.
6. **Anticipated Commercial Operation Date:** 12/15/2019
7. **Purchaser Options to Purchase System:** As set forth in Section 18.b of the General Terms and Conditions.
8. **Portfolio Projects:** The Purchaser and the Seller are entering into seven (7) separate solar power purchase agreements as described on the Portfolio Project Schedule **Exhibit 7** (each a “Portfolio Project” and together the “Portfolio”).
9. **System Installation:**

Includes:	[X] System design, engineering, permitting, installation, utility interconnection, monitoring and rebate application paperwork (if applicable). All work will be done in accordance with prevailing wage requirements in the State of California applicable to solar projects located on public property. [] Any like substantive equipment, in the sole discretion of Seller. [] State or Utility Rebate, if any. Describe: _____
Excludes:	• Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), tree removal, or tree trimming; • Storm water drainage issues and or new storm water management systems; and • Temporary Site lighting.

Exhibit 2
System Description

1. **System Location (“Delivery Point”):** 3528, 8353 Sierra Ave, Fontana, CA 92335
2. **System Size (DC kW):** 246.16 kW DC
 - a. Based on the final design and engineering process, Seller shall have the right to increase or decrease the size of a System by up to three percent (3%) without Purchaser’s approval.
3. **Expected First Year Energy Production (kWh):** 399,025
 - a. Subject to change based on final design and engineering.
4. **Expected Structure:** ☐ Ground Mount ☒ Roof Mount ☒ Parking Structure ☐ Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SERAPHIM 340W	724
6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SOLAREEDGE-SE20KUS	4
SOLAREEDGE-SE66.6KUS	2
7. **Facility and System Layout:** See **Exhibit 2, Attachment A**
8. **Utility:** Southern California Edison

Exhibit 2
Attachment A:



Exhibit 3
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and each Additional Term (each as defined in **Exhibit 1**, and collectively the “**Term**”), regardless of Purchaser’s ability to use such energy. The size of the System has been designed by Seller to ensure that Purchaser will be able to make beneficial use of all electricity that is produced by the System based on Purchaser provided projected energy requirements over the Term. Electric energy generated by the System will be delivered to Purchaser at the Delivery Point identified on **Exhibit 2**. Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser acknowledges that Purchaser’s electric energy requirements at the Facility may exceed the output of the System, and in such event Purchaser may purchase electric energy for the Facility from other sources. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy. Purchaser may not resell any of the electrical energy generated by the System. For purposes of this Agreement, engaging in net metering is not deemed to be resale of energy.
3. **Term and Termination.**
 - a. **Initial Term.** This Agreement is effective as of the Effective Date. The initial term of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement (“**Initial Term**”). The “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of delivering electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller shall give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “**Utility**”), as set forth on **Exhibit 2**.
 - b. **Additional Terms.** If Purchaser (i) has not exercised its option to purchase the System prior to the end of the Initial Term or each Additional Term and (ii) desires to extend this Agreement on the terms and conditions set forth herein, Purchaser shall notify Seller at least ninety (90) days and not more than one hundred eighty (180) days prior to the expiration of the Initial Term or any Additional Term, as applicable, of its desire to extend this Agreement for the number and length of any Additional Terms specified in **Exhibit 1** (each, an “**Additional Term**”)(such notice, an “**Extension Notice**”). Seller and Purchaser will negotiate an Energy Rate for such Additional Term. If the Parties agree to an Energy Rate, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current Additional Term on the same terms and conditions as set forth in this Agreement except at the new agreed-upon Energy Rate. If the Parties do not agree on a new Energy Rate within thirty (30) days of notification to Seller of Purchaser’s desire to extend the Agreement, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller on a monthly basis for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate for the applicable Contract Year (as defined below) as shown in this **Exhibit 3, Attachment A** (the “**Energy Rate**”). Purchaser shall make monthly payments for energy equal to the applicable Energy Rate multiplied by the aggregate number of kWh of energy delivered by the System during the applicable month, as measured by the System meter. Purchaser acknowledges that Seller shall have the right for accounting convenience to apply the amount of Rent (as such term is defined in the Lease) then owed by Seller (as Tenant) to Purchaser (as Premises Owner) under the lease of the portions of the Facility necessary to install, operate

and maintain the System (the “**Lease**”) as a credit off-set against the monthly payments payable by Purchaser pursuant to this Section 4.a or any other amounts payable by Purchaser under this Agreement. “**Contract Year**” means the twelve (12) month period beginning at 12:00 AM on the Commercial Operation Date, and at 12:00 AM on each subsequent anniversary of the Commercial Operation Date, and ending at one past 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date; provided that the first Contract Year shall begin on the Commercial Operation Date.

- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through Automated Clearing House (“ACH”) as determined by Seller. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the Energy Rate applicable thereto, and other charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Energy Rate includes ACH invoicing.
- c. **Taxes.** Purchaser is a public agency which is tax-exempt. To the extent that there are any taxes assessed against the property or the value of the System as a result of this Agreement, Seller will be responsible for the payment of such taxes. Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System. Purchaser will be responsible for any taxes assessed as a result of the interconnection of the System to the Utility’s electric distribution system. “**Taxes**” means any federal, state and local tax, including ad valorem, property (real and personal), occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility. Seller shall further be responsible for taxes and duties related to purchase and importation of materials and components necessary to construct the System, taxes based on or related to income, receipts, capital or net worth of the Seller, Seller’s contractors’, or its subcontractors’ labor and income.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable by Purchaser to Seller on the date that is thirty (30) days from Purchaser’s receipt of Seller’s invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the Prime rate, as published in the *Wall Street Journal*, but not to exceed the maximum rate permitted by law.

5. **Environmental Attributes.**

Purchaser is the owner of all Environmental Attributes (each as defined below) and Seller is entitled to the benefit of all Tax Incentives (as defined below). Except for the Environmental Attributes, Purchaser’s purchase of electricity under this Agreement does not include the right to Tax Incentives or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Seller shall cooperate with Purchaser in obtaining, securing and transferring all Environmental Attributes and Purchaser shall cooperate with Seller in obtaining, securing and transferring the benefit of all Tax Incentives or any other attributes of ownership and operation of the System. Each party shall bear the out-of-pocket costs or expenses in connection with the rights held by such party. If any Environmental Attributes are paid directly to Seller, Seller shall immediately pay such amounts over to Purchaser. If any Tax Incentives or any other attributes of ownership and operation of the System are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. Purchaser shall further be entitled to participate in and retain any benefits from any net metering program of the Utility.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights to any Governmental Authority related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Incentives. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or any state public utility commission or governmental body with equivalent jurisdiction to regulate sales of electric power in connection with the System), or any arbitrator with authority to bind a party at law.

“Tax Incentives” means any and all (a) depreciation benefits, (b) investment tax credits, (c) production tax credits and (d) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

- a. The Parties are aware there will be separate projects, consisting of [solar and] battery energy storage systems, being developed concurrently with this System (the “Microgrid Project”). As a pre-condition to the Seller commencing on the Conditions set forth in Section 6.b below; Purchaser shall Seller with detailed information of the Microgrid Project and its impact on the System including but not limited to System size, interconnection points, metering and operation.
- b. **Conditions.** Seller’s obligation to install the System and sell electric energy generated by the System to Purchaser are conditioned on the completion of the following conditions to Seller’s satisfaction on or before the Outside Installation Commencement Date (as defined on **Exhibit 1**):
 - i. Seller shall have completed a physical inspection of the Facility including, if applicable, structural engineering, suitability of electrical subsystems and transformers and or geotechnical reviews as necessary to confirm the suitability of the Facility for the System;
 - (1) If subsurface excavation is necessary for the System, Seller shall have completed environmental due diligence with respect to the applicable site;
 - (2) If Seller determines that it will incur additional cost that is not included in the current scope of work and pricing as a result of the due diligence investigation described in this Section 6(a), then Seller may request an equitable adjustment to the pricing, schedule and other terms of this Agreement to compensate Seller for the costs incurred for such work in excess of normally expected work required to be performed by Seller arising from such inspection. If Purchaser agrees to such modifications, then Seller and Purchaser will execute a written amendment to this Agreement. If Purchaser does not agree to the proposed modifications, then the Parties shall negotiate in good faith to an equitable solution within thirty (30) days. If, after thirty (30) days, the Parties cannot agree then either Seller or Purchaser may terminate this Agreement and Purchaser shall pay to Seller all of Seller’s costs and expenses incurred through the date of termination, including Seller’s costs of inspecting the Facility, designing the System and any procurement and or installation work on the System through the date of termination.
 - ii. Seller shall have received the Lease and any additional documents required thereunder (such documents together with the Lease, the “**Real Property Documents**”) duly executed and delivered by Purchaser and any applicable third parties;
 - iii. Seller shall have received approval from Seller’s Financing Parties (as defined in **Section 23.b**) of Purchaser and each of (A) this Agreement, (B) the Real Property Documents and (C) the Construction Agreement (if any) for the System. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - iv. Seller shall have received results, satisfactory to Seller, of a recent search of Purchaser’s jurisdiction of all effective UCC fixture and real property filings that have been made with respect to the Facility;
 - v. Seller shall have obtained confirmation from the applicable Governmental Authority that Seller will receive all applicable Tax Incentives;
 - vi. Seller shall have obtained all necessary zoning, land use, environmental, building and other permits from the applicable Governmental Authority necessary for Seller to perform its obligations under this Agreement;

- vii. Seller shall have executed all necessary agreements with the Utility for interconnection of the System to the Facility electrical system and/or the Utility's electric distribution system; and
- viii. Seller shall have received:
 - (1) Purchaser's approval, in accordance with Section 8.b, of material changes, if any, to the System design specifications set forth on Exhibit 2;
 - (2) Proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; and
 - (3) Written confirmation from any person holding a mortgage, lien or other encumbrance over the Facility, or any portion thereof, that such person will recognize Seller's rights to the System and under this Agreement.
- c. **Purchaser Conditions.** Purchaser shall have entered into that certain Energy Services Agreement with Alliance Building Solutions, Inc., and all conditions precedent to the implementation of such agreement shall have been satisfied.
- d. **Failure of Conditions.** If any of the conditions listed in subsection (a.i through a.vii) above are not satisfied by the Outside Installation Commencement Date, the Parties shall attempt in good faith to negotiate new dates for the satisfaction of the failed conditions, or, if the Parties are unable to negotiate such new dates within thirty (30) days of the Outside Installation Commencement Date, either Party may terminate this Agreement upon ten (10) days written notice to the other Party without any liability to the other Party. Seller has the right but, not the obligation, to terminate if the Purchaser fails to provide documents by the Outside Installation Commencement Date in subsection a.ii and a.viii.1-3 and Purchaser shall pay actual direct costs incurred by Seller.
- e. **Notice to Proceed.** At such time as all of the foregoing conditions precedent have been satisfied and Seller is ready to proceed, Seller will provide Purchaser with written notice of such fact and within five (5) days thereof, Purchaser will provide Seller with a written Notice to Proceed.
- f. **Portfolio.** In the event one Portfolio Project fails to meet conditions or Purchaser does not provide Seller with a written Notice to Proceed on a Portfolio Project or Purchaser terminates or Defaults on any Portfolio Project; the Seller may terminate the Portfolio without any liability or obligation to Purchaser except for System removal. Purchaser shall pay to Seller actual direct costs incurred by the Seller on the Portfolio.

7. **Seller's Rights and Obligations.**

- a. **System Design and Finalization.** Seller shall design and engineer the System (i) taking into consideration Purchaser's historical electrical generation requirements, (ii) based on inspections of the Facility and studies undertaken by Seller, and (iii) in compliance with any laws, governmental approvals or roof warranty provided by Purchaser to Seller. Seller shall prepare and submit to Purchaser the draft final specifications for the System, including product data on all equipment proposed for installation, as soon as possible following the Effective Date. The description of the System design shall be incorporated into Exhibit 2. The Purchaser shall review and provide comments or approve within ten (10) business days. If Seller is required to make material changes to the System design specifications set forth on Exhibit 2, then Purchaser shall have the right to review and approve such material changes prior to Seller's commencement of construction of the System; provided that Purchaser's consent to such changes will not be unreasonably withheld or delayed. If solar energy panels and other System assets documented in Exhibit 2 (such panels and System assets, "**System Equipment**") are not readily available when Seller installs the System, Seller may make substitutions of such System Equipment which is of the same or better quality and provides the same or better warranty coverage; provided Seller shall obtain Purchaser's prior consent for System Equipment substitutions that would materially affect the appearance or capacity of the System, or require a change to the Energy Rate. Upon the completion of System installation, Seller shall provide Purchaser with "as-built" drawings setting forth in detail the location of all components of the System. Purchaser and Seller agree to treat such plans and specifications as well as the "as-built" drawings as Confidential Information of Seller, in accordance with Section 24.a.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use, environmental, building and other permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.
- c. **System Construction, Installation Repair and Maintenance.** Seller shall provide notice to Purchaser when the conditions to Seller's obligations set forth in Section 6.a have been satisfied or waived by Seller and Seller is prepared to engage the EPC Contractor (as defined below) to commence installing the System (the "**Conditions Satisfaction Date**"). Seller or one of its affiliates (the "**EPC Contractor**") shall construct and install the System at the Facility in accordance with Good Solar Industry Practices. During the Term, Seller shall operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's or its contractor's negligence or breach of this Agreement or the Lease (if applicable). Seller shall not be responsible for any work done by parties not engaged or hired by Seller on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- "**Good Solar Industry Practices**" means, with respect to the services being provided by Seller or its affiliate, or any other contractor or subcontract pursuant to this Agreement, those practices, methods, equipment, specifications and standards of safety and performance, of which there may be more than one, and as the same may change from time to time, as are commonly provided for solar photovoltaic energy systems of a type and size similar to the System and in the same geographic region as the System that, at a particular time, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would be expected to accomplish the desired result in a manner consistent with law, regulations, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy and expedition.
- d. **Net Metering.** The provisions in this Section only apply if net metering is permitted by the Utility at the site. Seller shall use its commercially reasonable efforts to support Purchaser's delivery and resale to the Utility of electrical energy through net metering in accordance with applicable laws.
- e. **System Construction and Installation Progress Reports.** Seller shall cause the EPC Contractor to keep Purchaser informed on the progress of System construction and installation in a manner and on a schedule mutually agreed upon by Seller and Purchaser.
- f. **Costs Due to Unexpected Site or Facility Conditions, Hazardous Materials or Changes Requested by Purchaser.** If, after Seller has conducted the due diligence and inspection of the Facility pursuant to Section 6(a) and the Notice to Proceed has been given, Seller incurs material additional costs to re-design, construct, install or maintain the System due to (i) unforeseen conditions at the Facility, (ii) unforeseen groundwork at the site (including, but not limited to, artifacts, trash pits, boulders, excavation/circumvention of underground obstacles), (iii) the existence of Hazardous Substances at the site or Facility (as defined in Section 19.c.i), or (iv) the inaccuracy of any information provided by Purchaser and relied upon by Seller, (v) electrical engineering site visits will be performed. Site visits will determine if the existing equipment is satisfactory from a rating standpoint. But the condition of the equipment and functionality of the equipment will not be determined until the construction phase. Any upgrades required for faulty equipment will require a change order, (vi) structural engineering site visits will be performed. During these sites visits, not all areas of the roof are accessible. Thus areas that are not acceptable would be subject to change orders, should issue arise, or (vii) the request by Purchaser to make additional changes or modification to the System that were not contemplated as of the Notice to Proceed ("**Unanticipated Conditions**"), then Seller may make an equitable adjustment to the pricing, schedule and other terms of this Agreement to compensate Seller for the actual additional costs incurred by the Seller as a result of such conditions or modifications. Following receipt from Seller of a requested adjustment for a change or modification, Purchaser may elect to proceed with or withdraw such request. Upon termination Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination, including Seller's costs of inspecting the Facility, designing the System and any procurement and or installation work on the System through the date of termination.
- g. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from

the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

- h. Suspension.** Notwithstanding anything to the contrary herein (and without limiting Seller's remedies under Section 15.b.i), Seller shall be entitled, in its sole discretion, to suspend delivery of electricity from the System to the Delivery Point (i) in the event of an emergency, including the presence of Hazardous Substances, (ii) for the purpose of maintaining and repairing the System or (iii) at the request of the Utility and, in each case of (i) through (iii) above, (a) such suspension of service shall not constitute a breach of this Agreement, (b) Seller shall have no liability for Purchaser to obtain electricity from other sources for the duration of such suspension, (c) Seller shall use commercially reasonable efforts to minimize any interruption in service to Purchaser, and (d) Purchaser will not be required to pay for any Deemed Delivered Energy during such suspension.
- i. Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided, however, that such contractors and subcontractors shall (i) be duly licensed and provide any work in accordance with Good Solar Industry Practices and (ii) use commercially reasonable efforts to perform obligations under this Agreement while minimizing disruption to Purchaser's business and operations. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- j. Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or any portion thereof in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility.
- k. Production Guarantee:** The Purchaser acknowledges and understands that solar power is an intermittent resource and that the Actual kWh Production of the System, which is dependent on the sun and other factors, will constantly vary.

Upon the third anniversary of the Commercial Operation Date and then every three (3) calendar years thereafter (each, a "triennial period") and two (2) years for the final period, the Seller guarantees that the total Actual kWh Production plus any Excused Production Losses, as defined herein, (the "Adjusted Production"), of such five (5) calendar year period will be greater than or equal to ninety-five percent (95%) of the Estimated Period Production, defined in Exhibit 6, for the corresponding triennial period and subject to downward adjustment for weather conditions (the "Guaranteed Production"). To the extent that the System output is negatively impacted by casualty, government regulation and or restriction that is beyond the Seller's control to remedy within a reasonable time period, the Parties shall negotiate in good faith a modification of the Guaranteed Production.

Credit

If, at the end of any triennial period, the Actual kWh Production plus the Excused Production Losses for such triennial period is less than the Guaranteed Production for the corresponding triennial period, the Seller shall credit the Purchaser, on the next invoice, an amount equal to the average variable utility rate of electricity paid by Purchaser to the Utility during such triennial period ("AUR") minus the average Energy Rate paid by Purchaser to Seller during such triennial period ("AER") multiplied by the Guaranteed Production minus the Adjusted Production, all for such triennial period. For clarity the credit shall equal $(AUR - AER) \times (\text{Guaranteed Production} - \text{Adjusted Production})$.

Weather Adjustment: Adjustment to the Guaranteed Production values, provided in Exhibit "6", for weather shall use local weather data as recorded during the corresponding triennial period in descending order of preference: (i) satellite data provided by a third-party vendor of Seller; or (ii) available data from a locally installed weather station at the premises of the System. The adjustment for each triennial period shall be determined by calculating the ratio of solar insolation (in kWh/m²) recorded during the triennial period divided by three (3) the annual solar insolation given in the meteorological weather file provided as input to the model used to generate the Estimated Period Production values. If this ratio is less than one, the Guaranteed Production values shall be adjusted by multiplying by this ratio. Otherwise, the Guaranteed Production shall not be modified. The solar insolation used for this calculation shall be plane-of-array insolation if the PV system has a single array plane and both measured and modeled values of plane-of-array insolation are available. Otherwise, global horizontal insolation shall be used.

Excused Production Losses:

Force Majeure Events: lost production from the beginning of a Force Majeure Event until production limiting factors caused by the Force Majeure Event have been remedied.

Grid Event: lost production when a fluctuation in the Grid frequency or voltage causes the inverters or the System to disconnect from the Grid. The “Grid” is defined to be the system receiving power exported from the System.

Grid Outage: lost production when a failure in the grid or Interconnection Infrastructure prevented energy from being exported from the solar facility. “Interconnection Infrastructure” means that utility-owned and maintained interconnection equipment (the substation including but not limited to transformers, switches, and protective relays) that is used to connect the Facility to the utility grid. Grid operator/owner ordered curtailments for any reason, other than an issue in the System, is a Grid Outage. **Weather Events:** lost production from weather that limits or prevents safe operation of the solar facility including floods, snow, hurricanes, tornadoes, insolation-limiting wild fires and volcanic activity.

Purchaser Caused: Lost production when System dc capacity is off-line due to outages attributable to Purchaser’s and or site owner’s decision to perform or cause to be performed, any investigations, studies, operations, construction, installation and maintenance work or other activities deemed appropriate by Owner in its sole discretion.

I. Warranty Disclaimer. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE WARRANTY SET FORTH IN THIS AGREEMENT SHALL BE PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM REGARDING DEFECTS IN WORKMANSHIP, ANY SYSTEM EQUIPMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8. Purchaser’s Rights and Obligations.

- a. **Notice to Proceed; System Design and Finalization.** In accordance with Section 7.a, Purchaser shall have the right to review and approve (i) material changes, if any, to the System design specifications set forth on Exhibit 2 prior to Seller’s commencement of System construction and (ii) all System Equipment substitutions. With respect to (i) and (ii) in the preceding sentence, Purchaser shall promptly review the applicable information and respond to Seller.
- b. **Cooperation.** Purchaser shall (i) provide Seller and its subcontractors, consultants, agents and representatives with reasonable access to the Facility for the purpose of designing the System, including conducting related inspections and studies, and accessing relevant documents, materials and records of Purchaser in conjunction with such activities, (ii) cooperate with Seller’s reasonable requests for information and access to the Facility for purposes of designing and installing the System and (iii) cooperate with all of Seller’s requests to assist Seller in obtaining any necessary agreements, permits and approvals pursuant to Section 7.b. Purchaser’s failure to provide such cooperation shall be a default under this Agreement subject to Section 15.c.
- c. **Maintenance of Facility.** Purchaser shall, at all times at Purchaser’s sole cost and expense, maintain the Facility (including, without limitation, the applicable portions of the roof and raceways and risers of the Facility) in good condition and repair and in a manner sufficient to support the System. Regardless of whether maintenance and repairs are made in the ordinary course or in an emergency, all maintenance and repairs shall be carried out in a manner that minimizes the impact on the System. Purchaser is fully responsible for the maintenance and repair of the Facility’s electrical system and of all of Purchaser’s equipment that utilizes the System’s outputs. Except in the event of Scheduled Outages below, a failure of the Facility to accept energy produced by the System (whether due to a failure in Purchaser’s electrical system, maintenance or otherwise) will not excuse Purchaser from paying Seller for the energy production of the System that, in Seller’s reasonable estimation as provided below, would have been delivered to Purchaser from the operation of the System in the absence of a failure of the Facility to accept the energy produced and delivered by the System (“**Deemed Delivered Energy**”) and compensating Seller at the current Energy Rate and any lost Tax Incentives from such Deemed Delivered Energy. Notwithstanding the foregoing, Seller agrees that Purchaser will need to do maintenance from time to time that may result in System down time and that Purchaser will have the right to schedule five (5), twelve (12) hour periods (“**Scheduled Outages**”) of maintenance time during the life of the Term without incurring any additional charge for Deemed Delivered Energy. However, Purchaser maintenance scheduled and performed concurrently when Seller shuts down the System for Seller maintenance shall not be considered a Scheduled Outage. Seller shall not be obligated to delay System start-up for Purchaser maintenance. Seller’s estimation of Deemed Delivered Energy will be based on (a) past energy output delivery by the

System during a similar period and under similar conditions if such information is available or (b) if such information is not available, based upon any other relevant information or bases which may reasonably be available to Seller and used for such purpose in the circumstances and consistent with Good Solar Industry Practices. Purchaser shall promptly notify Seller of any condition at the Facility of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Purchaser will have the right to undertake periodic alterations and upgrades of the Facility as necessary to keep the Facility in good condition as requirement pursuant to sub-section (c) above. In the event the Purchaser makes any alterations or repairs to the Facility that could adversely affect the operation, capacity and or maintenance of the System, Purchaser shall pay to Seller direct cost and expenses associated with such event including compensation for any Deemed Delivered Energy and lost Tax Incentives. Furthermore, in the event of a reduction in capacity, Purchaser shall compensate Seller for Deemed Delivered Energy plus lost Tax Incentives for the balance of the then current Term. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser's or its contractor's negligence or breach of this Agreement or the Lease. To the extent that temporary disconnection or removal of the System is necessary for Purchaser to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost, and Purchaser shall pay Seller for Deemed Delivered Energy and revenues or other benefits from Tax Incentives that Seller would have received from the Deemed Delivered Energy of the System during any time that the System is not operating due to such disconnection in excess of the Scheduled Outages specified in sub-section (c) above. All of Purchaser's alterations and repairs shall be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Interconnection and Net Metering.** Purchaser shall be entitled to participate in and retain any benefits from any net metering program of the Utility. If Purchaser elects to participate in a net metering program, Purchaser shall (i) sign all documentation required for net metering, (ii) ensure that the Facility remains interconnected to the Utility grid at all times to maintain net metering, (iii) not take any action, or fail to take any action, which prevents net metering, and (iv) comply with all applicable laws required for net metering.
- f. **Liens.** Except in accordance with Section 23.a, Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.
- g. **Security.** Purchaser shall provide such security for the Facility as it deems reasonable and necessary, but shall not be required to provide any additional security in connection with the System. Purchaser shall avoid conducting activities on, in or about the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall be responsible for all damage to the System caused by Purchaser's activities and or negligence.
- h. **Tenant Purchaser Notices.** If Purchaser is a lessor of the Facility (including any ground lease underlying a Facility), Purchaser shall provide to Seller immediate written notice of (i) receipt of notice of eviction from the Facility, (ii) termination of Purchaser's lease of the Facility, and (iii) a breach of any of the Real Property Documents that could reasonably be expected to lead to an eviction if such breach was not cured.
- i. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation and shall not construct or install, or knowingly permit to be constructed or installed, any alterations, modifications or improvement to the Facility or any other property owned or controlled by Purchaser or an affiliate of Purchaser that interferes with or blocks the System's Insolation. In addition to the foregoing, Purchaser shall not permit the growth of foliage that interferes with or blocks System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that (i) reducing Insolation would irreparably injure Seller, (ii)

such injury may not be adequately compensated by an award of money damages, and (iii) Seller is entitled to seek specific enforcement of this Section 8.i against Purchaser.

- j. **Data Line.** Purchaser shall provide Seller a high speed internet data line that meets Seller's minimum performance requirements during the Term to enable Seller to receive and monitor data regarding electric energy generation and other System information, including site level energy load data. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- k. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by Purchaser of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller promptly following discovery upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- l. **OSHA Compliance.** Purchaser will ensure that all applicable OSHA requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation); or (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority which, in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations.

Purchaser and Seller will cooperate to modify the System or the operation thereof to mitigate the impacts of any Change in Law. In the event that there is a Change in Law that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then Seller may propose an equitable adjustment to the Energy Rate over the remainder of the Term. If such change is not acceptable to the Purchaser, then Seller will have the option to terminate this Agreement at no cost or expense to Purchaser.

10. **Relocation of System.**

If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation, in each case reasonably acceptable to Seller. Purchaser shall provide written notice to Seller at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. The Parties shall negotiate in good faith the terms and conditions of such System relocation, including the costs of relocation and any necessary adjustments to the Energy Rate for redesign or Insolation. Purchaser will further have the right, after year ten (10), to purchase the System in accordance with the terms set forth in Section 18. Purchaser's inability to provide a substitute facility for relocation of the System on terms acceptable to Seller will be treated as a Default Event by Purchaser pursuant to Section 15.a.iv.

- 11. **Disruption of Delivery.** The duration of any maintenance, repair, or upgrade of the Site Electrical System that disrupts System output will constitute a Disruption of Delivery; provided, however, that if the need for any such repair or maintenance is caused by the negligence or intentional misconduct of the Seller, then the period required for such maintenance or repair will not constitute a Disruption of Delivery. Purchaser and the Seller will coordinate such activities so as to minimize disruption to the System. In no event shall repairs, maintenance or replacement undertaken by Purchaser pursuant to this section and constituting a Disruption of Delivery on the part of Purchaser's impact or impair the Seller's ability to operate the System in accordance with the Interconnection Agreement at the conclusion of such a Disruption of Delivery.

13. **Removal of System at Expiration.**

Upon the expiration or earlier termination of the Lease (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one hundred and eighty (180) days after the expiration of the Term; provided, however, Purchaser shall bear all costs and expenses of Seller's removal of the System if removal is necessary due to a Default Event of Purchaser. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of the System; provided, however, Seller shall not be required to remove (i) any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Seller if, in Seller's reasonable judgment, the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment would cause harm and damage to the Facility, and (ii) any underground foundations or underground or buried conduits and cabling installed by Seller on or about the Facility. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space at no expense to Seller for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

14. **Metering, Measurement and Ownership of Data.**

- a. **Metering and Measurement.** Seller shall install one or more revenue grade bidirectional meter(s) (the "**Seller Meter**"), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. The Seller Meter shall (i) meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility and (ii) provide and preserve a continuous flow of data to Seller twenty-four (24) hours per day through the data line provided by Purchaser pursuant to Section 8.j. Seller shall maintain the Seller Meter in accordance with industry standards. Seller will provide Purchaser with access to data from the System on a real time basis. If the Seller Meter's operation is interrupted at any time for any reason, or is found to be inaccurate and in need of repair or replacement, Purchaser will pay invoices to Seller using the Deemed Delivered Energy estimation process for such period of interruption, or for the period from the last test of the affected Seller Meter that shows it to have been operating properly through the date upon which the Seller Meter is corrected.
- b. **Ownership of Meter Data.** Seller shall own all data generated by the Seller Meter (the "**Meter Data**"). Purchaser acknowledges that Seller may copy, reproduce, alter, aggregate, use, distribute and make available to third parties Meter Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings, provided that if Seller distributes or makes available Meter Data to third parties that are not affiliates of Seller, such Meter Data shall be in a format that is aggregated and anonymized and does not directly or indirectly identify Purchaser or the Facility.

15. **Default, Remedies, Damages and Termination.**

- a. **Default.** Any Party, or the Party specifically indicated below, as applicable, that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**" and each event of default shall be a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the other Party (the "**Non-Defaulting Party**") of such failure to pay;
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

- iv. Purchaser loses its rights to occupy the Facility;
- v. Purchaser ceases to conduct business operations at the Facility unless Purchaser and Seller agree on terms of a relocation of the System pursuant to Section 10;
- vi. a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect;
- vii. Purchaser prevents Seller from installing the System or Purchaser otherwise performs or fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement; or
- viii. the Lease is terminated for any reason other than the election by Seller (exercised in Seller's sole discretion) or Seller otherwise loses its rights to occupy the Premises (as defined in the Lease) or any of the easements granted pursuant to the Lease.
- ix. Purchaser fails to provide Seller with access to, on, over, under and across the Facility for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; or (b) performing all of Seller's other obligations under this Agreement and exercising any rights under the Lease.

b. Remedies.

- i. Remedies for Defaults. On the occurrence of a Default Event, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. If Purchaser is the Defaulting Party, then Seller may, in its sole discretion and upon not less than ten (10) days written notice to Purchaser, cease providing electric energy generated from the System to Purchaser. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- ii. Seller Remedies Upon Termination for Purchaser Default. If Purchaser is the Defaulting Party and Seller terminates this Agreement, Seller may, in its sole discretion and upon not less than ten (10) days prior written notice to Purchaser, cease providing electric energy generated from the System to Purchaser and request that Purchaser pay a termination payment to Seller (the "**Purchaser's Termination Payment**"). The Purchaser's Termination Payment shall be in accordance with Purchaser's Termination Payment schedule in Exhibit "5", plus Seller's costs for System removal. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the Purchaser's Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Purchaser's Termination Payment shall not be less than zero.
- iii. Purchaser Remedies Upon Termination for Seller Default. If Seller is the Defaulting Party and Purchaser terminates this Agreement, then Seller shall remove the System within one hundred eighty (180) days of the termination date.

- c. Purchaser Default Prior to Commercial Operation Date. If Purchaser fails to perform its obligations under this Agreement, including Purchaser's cooperation obligations under Section 8.b, prior to the Commercial Operation Date and such failure continues for ten (10) days after notice thereof by Seller to Purchaser then, without limiting any remedy Seller may have under this Agreement or at law or in equity, Seller may terminate this Agreement upon notice to Purchaser and Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination, including Seller's costs of inspecting the Facility, designing the System and any procurement and installation work on the System through the date of termination.

- d. Early Termination for Excessive Cost. If a change in the Energy Rate or other form of compensation related to additional cost that will be incurred by Seller as a result of structural upgrade, utility system upgrades and or Unanticipated Conditions cannot be mutually agreed upon without thirty (30) days of the date of the request, then

either Party will have the right to terminate this Agreement. Upon termination Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination, including Seller's costs of inspecting the Facility, designing the System and any procurement and or installation work on the System through the date of termination.

- e. **Early Termination after the Outside Commercial Operation Date.** If the System has not achieved its Commercial Operation Date within one hundred eighty (180) days of (as extended by Force Majeure events or as mutually agreed by the Parties) 6/15/2020 (the "Outside Commercial Operation Date") then either Party may terminate this Agreement upon ten (10) days written notice to the other Party and without any liability for such termination. Upon such event, Seller will remove the System and return the Facility to its original condition in accordance with Section 13 of this Agreement.
- f. **Seller Termination.** Prior to the Commercial Operation Date (including any time prior to the Outside Installation Commencement Date), Seller may terminate this Agreement upon written notice to Purchaser. Seller shall not have any liability for such termination, except that no such termination shall act to relieve Seller from any obligation hereunder regarding the removal of the System. **Portfolio.** In the event one Portfolio Project fails to (i) meet conditions set forth in Section 6.b; (ii) Purchaser does not provide Seller with a written Notice to Proceed on a Portfolio Project; or (iii) Purchaser terminates or Defaults on any Portfolio Project; the Seller may terminate the Portfolio without any liability or obligation to Purchaser except for System removal. Upon termination Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination, including Seller's costs of inspecting the Facility, designing the System and any procurement and or installation work on the System through the date of termination.

16. Representations and Warranties.

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date and the Conditions Satisfaction Date:
 - i. **Organization; Authority; Enforceability.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement has been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not violate any law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. **Approvals; Compliance with Laws.** Such Party has obtained all permits, licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws (including Environmental Laws) that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following as of the Effective Date and the Conditions Satisfaction Date:
 - i. **Ownership of Facility and Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - ii. **Accuracy of Information.** Purchaser will not have knowingly have made an inaccurate or misleading statement with respect to the information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements. Purchaser warrants that it has provided accurate copies of all utility bills and other information requested by Seller.
 - iii. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - iv. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

- v. Hazardous Substances. Except as disclosed to Seller, there are no Hazardous Substances that exist in the areas on or near the Facility where Seller or its subcontractors will undertake to install, operate, maintain or repair the System.

17. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller's Obligations. If the System is damaged or destroyed by casualty of any kind or any other occurrence other than by Force Majeure (as defined in Section 22.a) or Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that (A) if the System is damaged or destroyed as a result of Purchaser's or its contractor's negligence or breach of this Agreement, such repair and restore of the System shall be at Purchaser's cost as provided in Section Error! Reference source not found. and (B) if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the Fair Market Value (as defined in Section 18.c) of the System.
- ii. Purchaser's Obligations. If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Purchaser's Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (A) property insurance on the System covering "All Risks" perils for the full replacement cost of the System, except the perils of flood, earthquake and Windstorms (as defined in Seller's insurance policy), which will be subject to annual aggregates applying to the System in amounts to be determined by Seller, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) where applicable, employer's liability insurance with coverage of at least \$1,000,000 and (D) where applicable, workers' compensation insurance as required by law.
- ii. Purchaser's Insurance. Purchaser shall maintain (A) commercial general liability insurance for the Facility with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (B) property insurance on the Facility covering "All Risks" perils in an amount equal to the full replacement cost of the Facility; (C) business interruption insurance covering Purchaser's operations at the Facility; and (D) workers' compensation insurance covering all employees of Purchaser, as required by the laws of the State in which the Facility is located, and employers' liability coverage subject to a limit of no less than \$500,000 for bodily injury by accident per accident/\$500,000 for bodily injury by disease per employee/\$1,000,000 for bodily injury by disease policy limit. As a public agency, Purchaser may provide the foregoing insurance through a risk pool or self-insured retention program.

c. Policy Provisions. All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party. Each party shall name the other party as additional insured as respects commercial general liability and employers liability. Each party shall waive its rights of subrogation against the other party on all required policies including workers compensation where allowable by law.

- d. **Certificates.** Upon the other Party's request each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

18. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and Seller shall be entitled to the benefit of all Tax Incentives of the System, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility notwithstanding that certain portions of the System may otherwise qualify as fixtures due to the manner of installation of the System. Each of Seller and Purchaser agree that Seller (or the designated assignee of Seller permitted under Section 23) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it shall use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Facility which could reasonably be construed as prospectively attaching to the System as a fixture of the Facility, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Facility, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Facility in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. Without limiting the generality of the foregoing, Purchaser hereby waives any statutory or common law lien that it might otherwise have in or to the System or any part thereof and agrees that, notwithstanding the occurrence of a Default Event by Purchaser under this Agreement beyond all applicable notice and cure periods (including those granted to Financing Parties), Seller or any Financing Party (or its designee) shall own and may remove the System from the Facility at any time.
- b. **Option to Purchase.** At the end of the tenth (10th) Contract Year and at the end of the Initial Term or each Additional Term (each such date a "**Purchase Option Date**"), so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller for a purchase price equal to the Fair Market Value (as defined in Section 18.c) of the System as of the Purchase Option Date. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the Purchase Option Date, and the purchase shall be completed on or before the Purchase Option Date.
- c. **Determination of Fair Market Value.** "**Fair Market Value**" means the greatest of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, taking into account the present value of all associated future income streams expected to arise from the operation of the System for the remaining useful life of the System, including but not limited to the expected price of electricity, Environmental Attributes, and Tax Incentives and factoring in future avoided costs and expenses associated with the System and assuming the System is able to generate revenue for the then-remaining term of the Agreement at a price equal to the then-applicable Energy Rate and thereafter for the remaining useful life of the System at a price equal to the then fair market price for energy and (ii) Purchaser's Termination Payment. The Parties shall select a mutually acceptable nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

19. Indemnification.

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 15.c and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the gross negligent acts or omissions of, the willful misconduct of, fraud by, or criminal by the Indemnifying Party (or its contractors, agents or employees); provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the gross negligent acts or omissions of, the willful misconduct of, fraud by, or criminal acts by the Indemnified Party; provided further, however, that nothing in this Section is intended to modify the limitations of Seller’s liability set forth in Section 20. This Section 19.a however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 19.c.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 19.b unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 19.b for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance (as defined in Section 19.c.i) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Facility of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Facility generally or any deposit, spill or release of any Hazardous Substance.
- i. “**Hazardous Substance**” means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any Environmental Laws, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.
- ii. “**Environmental Law**” means any applicable federal, state, municipal or local law, statute, rule, regulation, ordinance, code, judgment, decree or decision implementing any of the foregoing by any Governmental Authority relating to (A) the protection of the air, water, land or natural resources or (B) the generation, use, handling, treatment, storage, disposal and transportation of Hazardous Substances.

20. **Limitations of Liability.**

- a. **No Consequential Damages.** EXCEPT WITH RESPECT TO PAYMENT OF A SELLER’S TERMINATION PAYMENT OR A PURCHASER’S TERMINATION PAYMENT, OR IN CONNECTION WITH THIRD-PARTY INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

- b. **Actual Damages.** Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed an amount equal to the total monthly payments made by Purchaser to Seller under this Agreement in the two (2) years prior to a claim (such amount, the "**Seller Liability Cap**"). The provisions of this **Section Error! Reference source not found.** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within two (2) years after the cause of action accrues. Any proceeds of insurance required to be maintained by Seller pursuant to **Section 15.b** that Seller actually receives from the same claim giving rise to a Purchaser claim under this agreement shall not reduce the Seller Liability Cap. The Seller Liability Cap shall not apply to the aggregate credit for Production Guarantee outlined in Section 7.k.

21. **Dispute Resolution.**

- a. **Negotiation.** The Parties, through their respective senior management, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within twenty (20) business days after the date that a Party gives written notice of such Dispute to the other Party.
- b. **Arbitration.** In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to **Section 21.a** above, the Dispute shall then be settled by final, binding arbitration pursuant to the U.S. Federal Arbitration Act, 9 U.S.C. Section 1 et seq., in accordance with the Judicial Arbitration and Mediation Services Rules. The Parties shall mutually select one arbitrator. In the event the Parties are unable to agree on an arbitrator, an arbitrator will be appointed by the American Arbitration Association in accordance with its rules. All arbitration proceedings will take place Los Angeles, California. The arbitrator will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded. Except as otherwise expressly provided in this **Section 21.b**, each Party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrator. The Parties agree that the arbitrator will include, as an item of damages, the costs of arbitration, including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrator determines that either (i) the non-prevailing Party did not act in good faith when disputing its liability hereunder to the prevailing Party or when initiating a claim against the prevailing Party; or (ii) the prevailing Party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this **Section 21.b**, such proceedings will be brought in accordance with **Section 26.a** below. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.

22. **Force Majeure.**

- a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the Utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure event shall have the right to terminate this Agreement without fault or further liability to either Party (except with respect to amounts accrued but unpaid prior to termination).

23. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee) and (v) assign this Agreement and the System to any assignee that (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement, or will contract with parties who have such experience and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. In the event of any such assignment, Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's rights and/or obligations under this Agreement shall not result in any change to Purchaser's rights and obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees. Seller agrees to assign this Agreement only as part of an assignment of the Portfolio to a single assignee.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means a person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System or, if applicable, any person to whom Seller has transferred the ownership interest in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 23.a, and within five (5) business days after receipt of a written request by Seller, Purchaser agrees to execute any reasonable consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

24. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including this Agreement, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other Party or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other Party, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, (A) a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, potential lenders and purchasers, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), and (B) Meter Data shall be considered Confidential Information of Seller and not Purchaser, subject to

Seller's obligations with respect to Meter Data as set forth in Section 14.b. Any recipient of Confidential Information pursuant to clause (A) above shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 24.a, except as set forth in Section 24.b. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 24.a by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of this Section 24.a. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 24.a, but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena or pursuant to the California Public Records Act or Brown Act, (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

25. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights. Notwithstanding the foregoing, Purchaser may, without Seller's consent, issue promotional or advertising materials regarding Purchaser's use of solar or renewable energy that do not identify Seller or any of its affiliates.

26. **Miscellaneous Provisions**

- a. **Choice of Law.** This Agreement will be governed by the laws of the State of California, without giving effect to conflict of laws principles that would cause the laws of another jurisdiction to apply to this Agreement.
- b. **Attorneys' Fees.** The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, or overnight courier, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, or the promised delivery date after deposit with overnight courier. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A

Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- f. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- g. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- h. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- i. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- j. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- k. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 23, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7.1 (Warranty Disclaimer), Section 11 (Removal of System at Expiration), Section 15.b (Remedies), Section 15.c (Representations and Warranties), Section 17.b (Insurance Coverage), Section 19 (Indemnification), Section 20 (Limitations of Liability), Section 21 (Dispute Resolution), Section 24 (Confidentiality and Publicity), Section 26.a (Choice of Law), Section 26.b (Attorneys' Fees), Section 26.c (Notices), Section 26.f (Non-Dedication of Facilities), Section 26.g (Service Contract), Section 26.h (No Partnership), Section 26.i (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 26.k (No Third Party Beneficiaries). The Parties acknowledge that if the Lease continues to be in full force and effect after the termination of this Agreement, the provisions of this Agreement that are cross-referenced in the Lease shall survive termination of this Agreement.

Exhibit 3
Attachment A
Prices for Initial Term

Contract Year	\$ per kWh
1	\$0.0978
2	\$0.0998
3	\$0.1018
4	\$0.1038
5	\$0.1059
6	\$0.1080
7	\$0.1101
8	\$0.1123
9	\$0.1146
10	\$0.1169
11	\$0.1192
12	\$0.1216
13	\$0.1240
14	\$0.1265
15	\$0.1290
16	\$0.1316
17	\$0.1343
18	\$0.1369
19	\$0.1397
20	\$0.1425
21	\$0.1453
22	\$0.1482
23	\$0.1512
24	\$0.1542
25	\$0.1573

End of Exhibit 3

Exhibit 4
Facility Real Property Description

PARCEL A:

ALL OF LOTS 3, 4, 5, 6 AND 7 OF BLOCK 53 OF TRACT NO. 2266, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN IN BOOK 32 OF MAPS, PAGES 43 TO 53, INCLUSIVE, RECORDS OF SAID COUNTY.

PARCEL B:

THE EAST 60 FEET OF LOT 12 AND ALL OF LOTS 13, 14, 15, 16, 17 AND 18 OF TRACT NO. 2109 IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER PLAT RECORDED IN BOOK 30, PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C-1:

THE NORTH 342.87 FEET OF LOT A-9, BLOCK 9, FONTANA TOWNSITE, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGES 53 AND 54, RECORDS OF SAID COUNTY.

EXCEPTING THE NORTH 20 FEET AS CONVEYED TO THE CITY OF FONTANA BY DEED RECORDED JULY 13, 1960 IN BOOK 5185, PAGE 97 OF OFFICIAL RECORDS; ALSO EXCEPTING THE EAST 10 FEET OF THE SOUTH 10 FEET THEREOF.

PARCEL C-2:

LOTS 1 TO 7, INCLUSIVE, BLOCK 9, FONTANA TOWNSITE, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGES 53 AND 54, RECORDS OF SAID COUNTY, TOGETHER WITH THE EAST HALF OF WHEELER AVENUE AS SHOWN ON SAID MAP AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED OCTOBER 21, 1948, IN BOOK 2309, PAGE 554, OFFICIAL RECORDS AND BY RESOLUTION OF THE CITY OF FONTANA, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 24, 1966 AS INSTRUMENT NO. 86-355438, OFFICIAL RECORDS, WHICH WOULD PASS WITH A CONVEYANCE OF SAID LOTS BY OPERATION OF LAW.

EXCEPTING THEREFROM THE SOUTHERLY 17.07 FEET OF LOT 7;

ALSO EXCEPTING THE NORTH 20 FEET AS CONVEYED TO THE CITY OF FONTANA BY DEED RECORDED JULY 13, 1960 IN BOOK 5185, PAGE 97 OF OFFICIAL RECORDS.

PARCEL C-3:

ALL OF BLOCK 8, FONTANA TOWNSITE, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGES 53 AND 54, RECORDS OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE WEST HALF OF WHEELER AVENUE, AS SHOWN ON SAID MAP, AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED OCTOBER 21, 1948, IN BOOK 2309, PAGE 554, OFFICIAL RECORDS, AND BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, A CERTIFIED COPY OF WHICH WAS RECORDED NOVEMBER 24, 1966 AS INSTRUMENT NO. 86-355438, OFFICIAL RECORDS, WHICH WOULD PASS WITH A CONVEYANCE OF SAID BLOCK BY OPERATION OF LAW.

ALSO EXCEPTING THEREFROM THE WESTERLY 45.5 FEET OF SAID BLOCK 8 (AS MEASURED FROM THE CENTER LINE OF SIERRA AVENUE, ORIGINALLY 60 FEET WIDE), AS GRANTED TO THE COUNTY OF SAN BERNARDINO, A BODY CORPORATE AND POLITIC, OF THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 15, 1951, IN BOOK 2716, PAGE 373,

PARCEL D:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN.

Exhibit 5

Purchaser's Termination Payment Schedule

Year	Termination Payment
1	\$795,808
2	\$742,944
3	\$667,394
4	\$604,190
5	\$547,986
6	\$490,019
7	\$474,656
8	\$464,610
9	\$453,311
10	\$440,668
11	\$412,378
12	\$398,085
13	\$382,229
14	\$364,698
15	\$345,376
16	\$324,136
17	\$300,844
18	\$275,359
19	\$247,528
20	\$217,189
21	\$204,630
22	\$170,075
23	\$132,544
24	\$91,836
25	\$47,731

Exhibit 6

Production Guarantee Schedule

Guarantee Period	Contract Years	Estimated Period Production (kWhr)	Guaranteed Production (kWhr)
1	1-3	1,191,101	1,131,546
2	4-6	1,173,323	1,114,657
3	7-9	1,155,811	1,098,021
4	10-12	1,138,561	1,081,633
5	13-15	1,121,568	1,065,489
6	16-18	1,104,828	1,049,587
7	19-21	1,088,338	1,033,921
8	22-23	716,520	680,694
9	24-25	709,372	673,904

Exhibit 7

Portfolio Projects Schedule

Project	Address	System Size (kW DC)
City Hall & DSO	3528, 8353 Sierra Ave, Fontana, CA 92335	246.16
Community Senior Center	16710 Ceres Ave, Fontana, CA 92335	183.60
Community Services	16860 Valencia Ave, Fontana, CA 92335	30.60
Heritage Community	16860 Valencia Ave, Fontana, CA 92335	76.50
Police Department	17005 Upland Ave, Fontana, CA 92335	777.92
Police Annex	14501 Live Oak Ave, Fontana, CA 92337	39.44
Public Works	16489 Orange Way, Fontana, CA 92335	185.64



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1119

Agenda #: H.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance for the Construction of the First Responders Memorial Monument Project (DE-25-76-SB)

RECOMMENDATION:

Accept as complete the work performed by Jergensen Construction, Inc. for the construction of the First Responders Memorial Monument Project (No. 37600009).

COUNCIL GOALS:

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

DISCUSSION:

On March 11, 2025, the City Council awarded a construction contract to Jergensen Construction, Inc. in the amount of \$1,209,000.00 and authorized a contingency amount of \$120,900.00, for a total contract authorization amount of \$1,329,900.00 for the construction of the First Responders Memorial Monument Project.

The monument is located along Sierra Avenue adjacent to the existing Development Services Building within the Civic Center Campus. The monument features a beam from the World Trade Center debris, specifically Tower 2, and incorporates different materials and symbolism from the 9/11 Memorial in New York. While the monument honors all affected by the 9/11 tragedy, the Fontana monument was specifically designed to emphasize all First Responders within San Bernardino County and their daily commitment and sacrifice for the community. The monument features the badge images from each Fire Agency and Law Enforcement Agency within San Bernardino County and honors by name Fallen Heroes from each agency.

Construction began on June 9, 2025, and was deemed complete on July 9, 2026. The project was completed for the final amount of \$1,284,439.63, a decrease of 3.4% from the original total contract authorization.

FISCAL IMPACT:

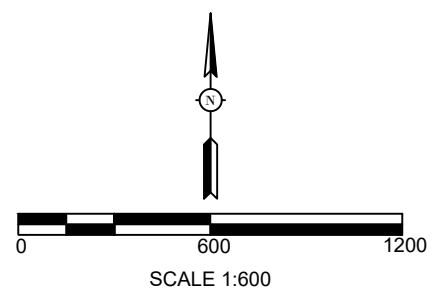
With acceptance of the First Responders Memorial Monument Project (No. 37600009) as complete,

the City will assume maintenance of the monument. Funding for these activities is included in the FY 2026-27 budget under Public Works & Engineering, Parks and Landscape Division.

MOTION:

Approve staff recommendation.

FIRST RESPONDERS MEMORIAL MONUMENT PROJECT





City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1152

Agenda #: I.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Task Order for Geotechnical Engineering Services for the West End Regional Navigation Center Project (Request for Proposals DE-24-195-SQ-17)

RECOMMENDATION:

1. Award and authorize the City Manager to enter into a Task Order in the amount of \$218,348.00 with Geocon West, Inc. for the Regional Navigation Center Tenant Improvements Project (Request for Proposals DE-24-195-SQ-17).
2. Approve and authorize the City Manager to enter into any future amendments to the Task Order with a not-to-exceed amount of \$50,000.00.

COUNCIL GOALS:

- To 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.
- To 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.
- 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 creating and promoting community through people, parks, and programs.

DISCUSSION:

The City of Fontana's Capital Improvement Program Budget includes the Regional Navigation Center Tenant Improvements Project ("Project"). The proposed tenant improvements will provide for conversion of the existing industrial facility located at 11109 Jasmine St., Fontana, CA 92337 into a Regional Navigation Center, which is intended to house chronically homeless individuals in small dormitory-style living quarters, as well as provide individual living units for those that require less intensive care. Improvements to the facility will consist of the construction of meeting and office spaces for the general use of the occupants and for counseling services, group and individual living spaces, a reception lobby, a commercial kitchen, food storage, restrooms, showers/baths, laundry rooms, a dining hall, recreation areas, and all associated electrical, plumbing, HVAC, technology, and

site improvements required. It is estimated that the facility will house up to two hundred (200) chronically homeless individuals in small dormitory-style living quarters and provide individuals living units for those that require less intensive care.

Staff released a Request for Proposals (RFP) for Geotechnical Services to the firms that are on the City's pre-qualified Engineering List (DE-24-195-SQ) by notifying firms through the City's online bid system. One (1) prospective bidder downloaded the RFP documents. On July 2, 2026, a proposal was received from one (1) firm interested in providing Geotechnical Services for the project. The proposal cost is \$218,348.00.

As a result, staff is recommending the award of the Task Order to Geocon West, Inc. for Geotechnical Services, which is based on being the best value to the City.

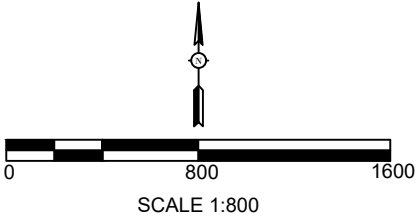
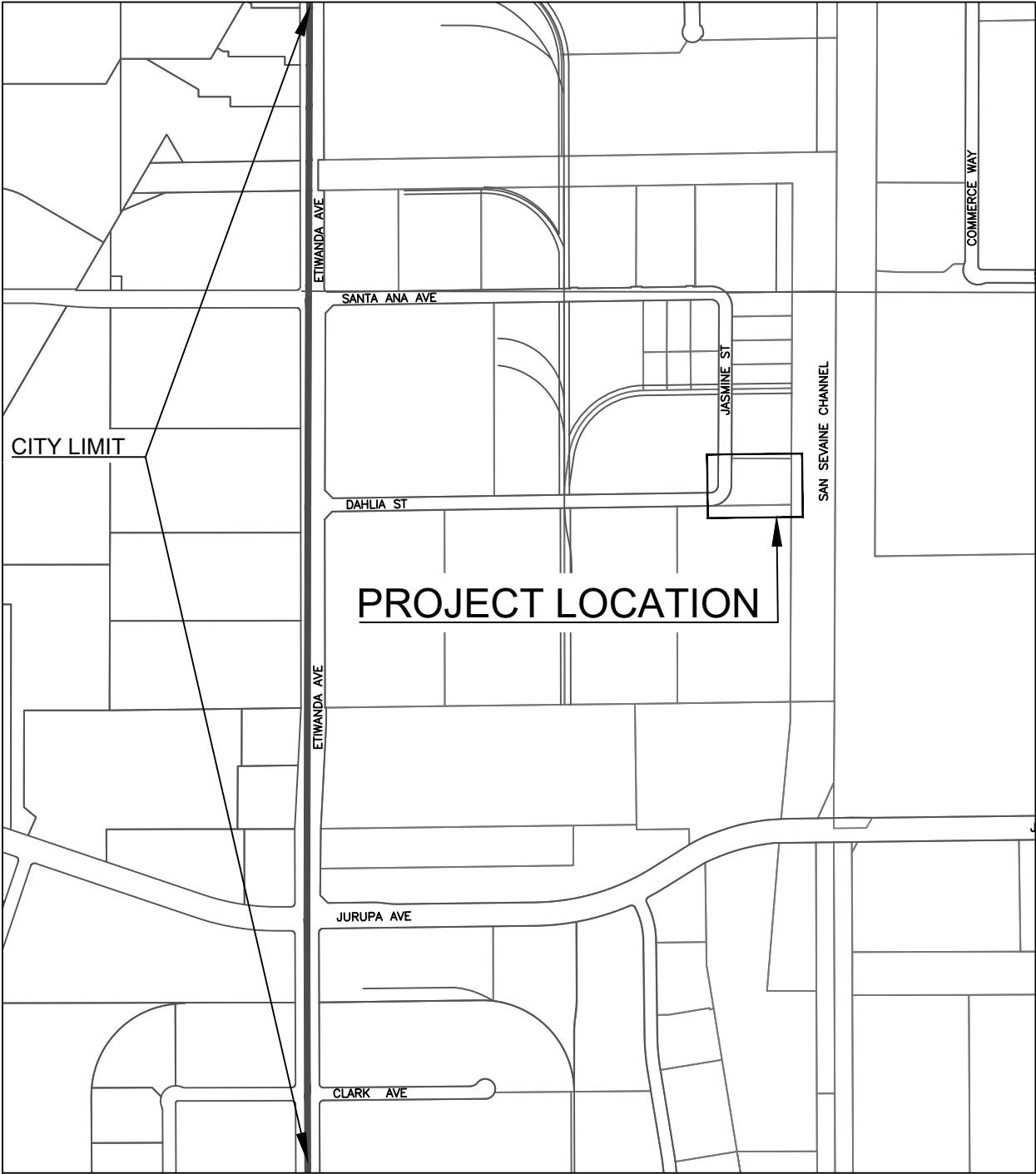
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$218,348.00. Funds are included in the Fiscal Year 2026-27 budget in Project No. 37600084-601-A-8130, funded by Capital Reinvestment Fund (Fund 601).

MOTION:

Approve staff recommendation.

REGIONAL NAVIGATION CENTER TENANT
IMPROVEMENT PROJECT



**EXHIBIT “A”
SCOPE OF WORK**

Reference is made to the attached Statement of Qualifications and Cost Proposal delineating services anticipated during the course of construction of the Regional Navigation Center Tenant Improvements Project. The attached are a representation of Geocon West, Inc.’s Scope of Work and Fee submitted for the July 2, 2026 submittal deadline, in the amount of \$218,348.00.



COVER LETTER

July 2, 2026

Proposal Number RD-26-0408-P-MT

Steve McGuffey
City of Fontana, Purchasing Division
8353 Sierra Avenue
Fontana, CA 92335

Subject: **GEOTECHNICAL OBSERVATION, MATERIALS TESTING, AND SPECIAL INSPECTION SERVICES
REGIONAL NAVIGATION CENTER TENANT IMPROVEMENTS PROJECT – DE-24-195-SQ-17**

Dear Mr. McGuffey:

Geocon West, Inc. (Geocon) welcomes the opportunity to submit this proposal to the City of Fontana for geotechnical observation, materials testing, and special inspection services for the Regional Navigation Center Tenant Improvements Project. We have the demonstrated technical expertise, project management approach, integrity, and responsiveness necessary to successfully support this important project. For more than 55 years, Geocon has provided geotechnical engineering, engineering geology, materials testing, and special inspection services to public agencies and municipalities throughout Southern California.

Our local Loma Linda office will manage this assignment and partner with the City to provide geotechnical observation, materials testing, and special inspection services during the tenant improvements and adaptive reuse of the existing industrial facility located at 11109 Jasmine Street in Fontana. We understand the project will transform the existing 35,000-square-foot building into a Regional Navigation Center through interior renovations, supporting infrastructure improvements, and associated site work to serve individuals experiencing homelessness.

Our team has successfully provided geotechnical observation, materials testing, laboratory testing, and special inspection services for a wide range of City, County, and special district clients, delivering responsive construction support from site preparation through final project closeout. With experienced project management, accredited laboratory services, and multi-certified inspectors, Geocon is well-positioned to provide the responsive, high-quality support necessary to help keep the project on schedule and in compliance with project requirements.

CONSULTANT INFORMATION:

GEOCON WEST, INC.

24711 Redlands Blvd., Unit A, Loma Linda, CA 92354
T | 909.894.2175 F | 909.283.7160 | www.geoconinc.com

AUTHORIZED NEGOTIATOR:

Neal Berliner, GE
President & Principal Engineer

PROJECT MANAGER / CONTACT DURING EVALUATION:

Michael A. Cazeneuve, GE, CEG, Senior Engineer / Geologist
T | 909.894.2175 M | 626.623.2074 E | mikec@geoconinc.com

Geocon appreciates the opportunity to submit this proposal to the City of Fontana and acknowledges receipt of Addendum No. 1. Upon award, our team will be fully dedicated to supporting the City by providing responsive service, technical expertise, and high-quality deliverables throughout the project. This proposal shall remain valid for ninety (90) days from the proposal due date. Thank you for your consideration.

Sincerely,

Geocon West, Inc.

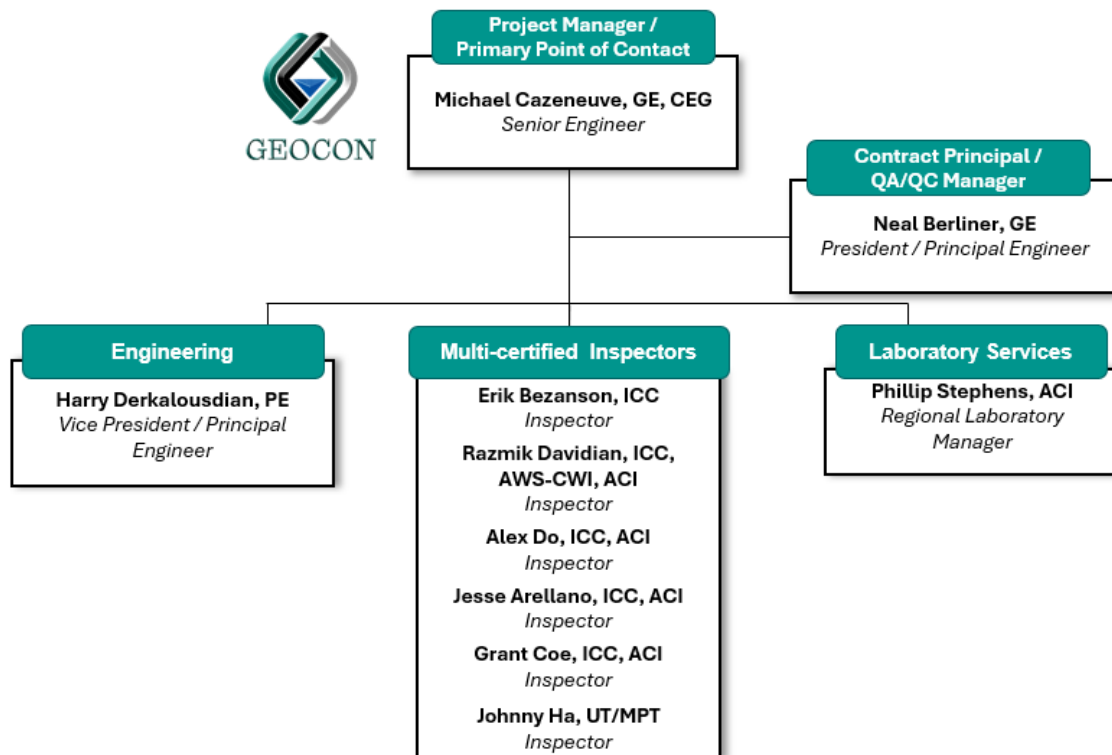
Neal Berliner, GE
President & Principal Engineer

Michael A. Cazeneuve, GE, CEG
Senior Engineer / Geologist

PROPOSED TEAM

Geocon's experienced project team combines engineering, geology, laboratory, and special inspection professionals dedicated to supporting the City of Fontana throughout the construction of the Regional Navigation Center Tenant Improvements Project. Our Project Manager will serve as the City's primary point of contact, coordinating field personnel, laboratory services, reporting, and communication to ensure responsive service and consistent project oversight from preconstruction through final project closeout.

The organization chart below identifies our proposed team and each member's area of responsibility. Geocon will perform the requested services using experienced in-house personnel, providing continuity, efficient communication, and quality control throughout the duration of the project.



STAFFING APPROACH

Geocon's staffing approach is designed to provide continuous support throughout active construction. Personnel will be assigned based on their certifications, experience, and the specific inspection requirements of each phase of work. Our team includes licensed engineers, engineering geologists, ICC-certified special inspectors, ACI-certified concrete technicians, AWS-certified welding inspectors, and experienced field technicians, supported by our accredited in-house laboratory. This approach allows Geocon to efficiently respond to changing construction activities while maintaining consistent communication, timely reporting, and quality assurance.

PROJECT UNDERSTANDING

Geocon understands the Regional Navigation Center Tenant Improvements Project involves the adaptive reuse of an existing 35,000-square-foot industrial building located at 11109 Jasmine Street in Fontana. The proposed improvements will convert the facility into a Regional Navigation Center through interior renovations and supporting site improvements, including offices, counseling and meeting spaces, commercial kitchen facilities, dining and recreation areas, dormitory-style living quarters, individual living units, restrooms, laundry facilities, secured access, and associated mechanical, electrical, plumbing, and HVAC improvements. Exterior improvements include utility, paving, and other site-related work necessary to support the completed facility.

We understand Geocon will serve as the Geotechnical Engineer of Record (GEOR) during construction, providing geotechnical observation, materials testing, special inspection, laboratory testing, and reporting services to support compliance with the project specifications and applicable California Building Code requirements. Services will include earthwork observation and testing, reinforced concrete inspection, masonry inspection, structural steel inspection, welding and bolting inspection, post-installed anchors, laboratory testing, daily reporting, and preparation of final documentation.

Geocon recognizes that tenant improvement projects require close coordination among City staff, the contractor, and the design team, particularly as construction activities evolve and unforeseen field conditions are encountered. Our project team is committed to providing responsive scheduling, timely communication, accurate reporting, and practical recommendations to quickly address changing site conditions while minimizing delays and maintaining compliance with the project requirements. Through proactive coordination and dependable field support, Geocon will help keep construction on schedule while delivering high-quality testing and inspection services throughout the project.

PROJECT APPROACH

Geocon has extensive experience providing geotechnical observation, materials testing, special inspection, and construction support services for municipal facilities, tenant improvement projects, adaptive reuse developments, and other public agency projects throughout Southern California. Our team is experienced in coordinating field and laboratory testing, construction observation, and reporting from initial site preparation through final project closeout.

Our in-house accredited laboratory supports efficient sample processing, quality control, and timely reporting throughout construction. By integrating field and laboratory services under one team, Geocon provides responsive communication, consistent documentation, and reliable project support while helping maintain the construction schedule.

STAFFING RESOURCES AND AVAILABILITY: Our staffing approach is structured to provide continuous coverage throughout active construction, with personnel assigned based on certifications, experience, and the specific inspection requirements of each phase of work. This approach allows Geocon to maintain schedule alignment, respond quickly to changing project needs, and provide reliable inspection and testing services throughout construction.

The key personnel identified in this proposal will remain actively involved throughout the project, providing consistent project management, field oversight, and quality assurance. Supported by Geocon's network of experienced inspectors, technicians, and laboratory personnel, our team has the resources and flexibility to respond to multiple activities occurring simultaneously without impacting responsiveness or quality.

INSPECTION PROCESS: Our Project Manager coordinates directly with the City's representatives, contractor, and project team to schedule inspection and testing services in accordance with the construction schedule. Qualified personnel are assigned based on the work being performed and the certifications required for each inspection activity.

Inspection and testing are performed in accordance with the project specifications and applicable codes and standards. Field personnel document observations and testing activities daily, while samples are collected, tracked, and transported to Geocon's accredited laboratory for testing as required. Any nonconforming conditions are promptly communicated to the appropriate project representatives and documented through resolution.

LABORATORY TESTING AND REPORTING: Laboratory testing is performed in accordance with applicable ASTM, AASHTO, Caltrans, and project-specific requirements. Inspection reports, laboratory results, and project documentation are reviewed by the Project Manager and Geocon's quality control personnel before submission to ensure accuracy, completeness, and consistency.

Geocon will provide timely reporting throughout construction, including daily field reports, laboratory test results, and final project documentation to support successful project completion.

PROJECT SCHEDULE: Geocon understands construction is currently anticipated to begin in August 2026 and continue for approximately eight months. Our team will coordinate closely with the City's representatives and contractor to schedule inspection and testing services in accordance with the approved construction schedule. Geocon's experienced staff and in-house laboratory resources provide the flexibility to respond to changing construction activities while maintaining timely reporting, consistent communication, and reliable project support throughout construction. Inspection and testing requests will be scheduled promptly in coordination with the City's project team and contractor to support construction activities and help maintain the overall project schedule.

SCOPE OF SERVICES

Geocon will provide Geotechnical Engineer of Record (GEOR) services, construction observation, materials testing, laboratory testing, and special inspection services throughout the construction of the Regional Navigation Center Tenant Improvements Project. Services will be performed in accordance with the project specifications, applicable California Building Code requirements, and the City's standards.

GEOTECHNICAL OBSERVATION AND TESTING SERVICES

- Observation and testing of earthwork, engineered fill, trench backfill, aggregate base, and pavement subgrade.
- Evaluation of foundation excavations and subgrade conditions.
- Field density testing and collection of samples for laboratory testing.
- Laboratory testing of soil, aggregate, asphalt, concrete, grout, mortar, masonry, and other construction materials as required.
- Review of concrete mix designs and construction materials for project compliance.

SPECIAL INSPECTIONS & TESTING SERVICES

Provide certified special inspectors to perform inspections of:

- Reinforcing steel and cast-in-place concrete
- Structural masonry
- Structural steel, welding, and high-strength bolting
- Post-installed anchors
- Concrete placement and sampling
- Other special inspections required by the California Building Code and project specifications

LABORATORY TESTING & REPORTING

Geocon's accredited in-house laboratory will perform testing in accordance with applicable ASTM, AASHTO, Caltrans, and project-specific requirements. Inspection reports, laboratory test results, and supporting documentation will be reviewed by the Project Manager and quality control personnel prior to submission.

Throughout construction, Geocon will provide daily field reports, laboratory test results, and final project documentation to support project compliance and successful closeout.

REFERENCES

CITY OF REDLANDS – POLICE DEPARTMENT SAFETY HALL

Geocon is serving as the Geotechnical Engineer of Record (GEOR) for the City of Redlands Police Department Safety Hall, providing ongoing geotechnical engineering and construction support for the new municipal public safety facility. Services include review of geotechnical reports, structural and civil plans, project specifications, response to City plan review comments, and development of supplemental geotechnical recommendations. Geocon also provides engineering support for ground improvement, engineered fill, foundation design, settlement evaluation, and construction-phase geotechnical consultation to support successful project implementation.

Reference: Trish Munoz, MBA, Project Manager | 909.335.4958

Key Personnel: Neal Berliner, GE | Michael Cazeneuve, GE, GEG | Kai Parker

SAN BERNARDINO COUNTY – ANIMAL CARE CENTER

Geocon is providing geotechnical observation, materials testing, laboratory testing, and special inspection services during the construction of the new San Bernardino County Animal Care Center. Services include grading observation, excavation bottom approval, field density testing, laboratory testing, verification of imported fill materials, and technical reporting for multiple building pads supporting the new facility. During grading, Geocon evaluated unexpected subsurface conditions, including seepage pits, provided recommendations for corrective measures, and observed the implementation of engineered fill to support the proposed structures. Geocon also provides ongoing construction support and documentation to verify compliance with County requirements and the California Building Code.

Reference: Vladimer Reyes | 909.386.8846

Key Personnel: Neal Berliner, GE | Harry Derkalousdian, PE | Michael Cazeneuve, GE, CEG | Phillip Stephens

CITY OF EASTVALE – FIRE STATION NO. 2

Geocon provided geotechnical observation, materials testing, laboratory testing, and special inspection services during the construction of the City of Eastvale Fire Station No. 2, including both the station facility and associated off-site street improvements. Services included earthwork observation and compaction testing; observation and testing of utility trench backfill; subgrade, aggregate base, asphalt concrete, curb and gutter, and paving evaluations; laboratory testing of soils, aggregate base, concrete, masonry, and asphalt materials; and special inspection of reinforced concrete, masonry, structural wood, torque testing, and post-installed anchors. Geocon also prepared final compliance documentation summarizing geotechnical observation, special inspection, and materials testing performed throughout construction.

Reference: Yurhi Choi, Principal Engineer | 951.703.4471

Key Personnel: Neal Berliner, GE | Lisa Battiato, CEG | Kai Parker

EXHIBIT “B” DELIVERABLES

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

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

COST ESTIMATE SHEET

SPECIAL INSPECTION, OBSERVATION, MATERIALS TESTING, GEOTECHNICAL OBSERVATION AND TESTING SERVICES
City of Fontana Regional Navigation Center Tenant Improvement Project - DE-24-195-SQ-17
11109 Jasmine Street, Fontana, California

Task No.	Geotechnical Observation and Testing	Personnel	Rate	Units / Hours	Total
	Observation & Testing of Earthwork (Observation & Testing of Subgrades, Compaction Testing of Soils, Base, Asphalt, Underground Utility Shading & Backfill)	Field Technician*	\$187.73	224	\$42,052
	Foundation Observations	Senior Field Technician*	\$187.73	40	\$7,509
SUBTOTAL:					\$49,561
Laboratory Testing & Engineering					
	Maximum Density Testing for Soils (ASTM D1557)	Laboratory	\$250.00	2	\$500
	Maximum Density Testing for Base (ASTM D1557)	Laboratory	\$250.00	2	\$500
	Imported Fill Material Testing & Approval (Per Source)	Laboratory	\$725.00	2	\$1,450
	A/C Paving - HVEEM Stability Test for Asphalt	Laboratory	\$200.00	2	\$400
	Combined Aggregate Gradation of Asphalt Concrete (AC)	Laboratory	\$150.00	2	\$300
	Asphalt Binder Content/ Gradation	Laboratory	\$150.00	2	\$300
	Concrete Compression Strength Testing (Each test shall include four 6"x12")	Laboratory	\$30.00	80	\$2,400
	Tension Rebar (#11 Bar & Smaller)	Laboratory	\$100.00	12	\$1,200
	Bend Rebar (#11 Bar & Smaller)	Laboratory	\$50.00	12	\$600
	Prestressing Wire and Tendon Tests	Laboratory	\$175.00	12	\$2,100
	Post Installed Anchors	Laboratory	\$50.00	12	\$600
	Welding - High Strength Bolt, Nut, Washer Testing	Laboratory	\$350.00	4	\$1,400
	Masonry - Block (ASTM C90)	Laboratory	\$195.00	1	\$195
	Masonry - Mortar Compression Test	Laboratory	\$30.00	15	\$450
	Masonry - Grout Compressive Testing	Laboratory	\$35.00	15	\$525
	Masonry - Core (Shear)	Laboratory	\$195.00	1	\$195
	Masonry - Core (Compression)	Laboratory	\$195.00	1	\$195
	Masonry Prism Assemblage	Laboratory	\$200.00	1	\$200
	Nondestructive Testing - UT	Laboratory	\$200.00	8	\$1,600
	Design Mix Verification (Periodic)	Laboratory	\$350.00	5	\$1,750
	Verification of In-Situ Concrete Strength (Periodic)	Laboratory	\$350.00	4	\$1,400
SUBTOTAL:					\$18,260
Special Inspection Services					
	Special Inspection (Rebar, Tendon, Masonry, Structural Steel, Welding, Structural Wood)	Special Inspector*	\$188.65	496	\$93,570
	Special Inspection - Concrete	Special Inspector*	\$188.65	160	\$30,184
	Steel - Shop Inspection	Special Inspector*	\$188.65	12	\$2,264
	Special Inspection - Soils	Engineering Field Technician*	\$187.73	40	\$7,509
SUBTOTAL:					\$133,527
Office					
	Project Management (Duration for the entire project)	Geocon Project Team	\$14,000.00	1	\$14,000
	Prepare Test Results Summary Report (Separate from onsite summary report)	Geocon Project Team	\$1,500.00	2	\$3,000
SUBTOTAL:					\$17,000
TOTAL BUDGET:					\$218,348
* Prevailing Wage Rates; includes nuclear density gauge, special inspection equipment, and vehicle charges (as applicable)					

**EXHIBIT “C”
SCHEDULE OF SERVICES**

- ATTACHED BEHIND THIS PAGE -



**SCHEDULE OF FEES FOR CITY OF FONTANA ON-CALL ENGINEERING SERVICES
DE-24-195-SQ: GEOTECHNICAL AND MATERIAL TESTING SERVICES FY2024/25**

PROFESSIONAL SERVICES

Accounting Code: SOF HES25 / LAB GW20

FY2024/25

7/1/24 to 6/30/25

Loaded Rates

Principal Engineer	\$ 266.07
Senior Engineer	\$ 249.44
Sr. Project Engineer	\$ 194.57
Project Engineer	\$ 142.45
Staff Engineer	\$ 105.20
Senior Geologist	\$ 212.59
Sr. Project Geologist	\$ 166.30
Staff Geologist	\$ 94.79
Senior Field Technician	\$ 109.69
Senior Field Technician - Prevailing Wage	\$ 167.73
Field Technician	\$ 82.05
Field Technician - Prevailing Wage	\$ 167.73
Special Inspection	\$ 91.06
Special Inspection - Prevailing Wage	\$ 173.65
Draftsman	\$ 83.15
Word Processing	\$ 77.33
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	\$10/hr	55-Gallon Drum	65/ea
Sand Cone Testing Equipment	10/hr	Visqueen (6 mil 20X100')	135/roll
Vehicle	10/hr	Traffic Cones/Barricades	35/day
Special Inspection Equipment	5/hr	TPHg(EPA 8015B)	70/ea
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.)	20/bag	TPHd/TPHmo	(EPA 8015M) 75/ea
GPS Unit	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	125/day	Methanol and/or Ethanol (EPA 8015M)	110/ea
Direct-Push Rig/Operator	165/190(PW)*hr	Volatile Organic Compounds	(EPA 8260B) 110/ea
Direct-Push Sample Liner	10/ea	Semi-Volatile Organic Compounds	(EPA 8270) 180/ea
Hand-Auger	40/day	PAHs (EPA 8270SIM)	160/ea
Soil Sample Tube (Brass or Stainless)	10/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	33/day	Single Metal	(EPA 6010B) 20/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	60/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	85/day	PCBs (EPA 8082)	75/ea
Photo-Ionization Meter	125/day	Soil pH (EPA 9045C)	20/ea
Combustible Gas Meter	125/day	WET or TCLP Extraction	75/ea
pH/Conductivity/Temperature Meter	50/day	EPA 5035 Sample Kits	25/ea
Turbidity Meter	80/day	Asbestos (PLM)	20/ea
Air Sampling Pump	80/day	Asbestos (400-point count)	45/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	165/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	100/day	72-hour Turnaround Time	40% surcharge
Distilled Water (5-gallon)	15/ea		

EXHIBIT "B"

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$250/ea
(D698/D1557/T99/T108) 6-inch mold.....	250/ea
(CT 216) California Impact	250/ea
Check Point	100/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3)	150/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	300/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$285/ea
(D2844/CT301) Resistance Value, Treated	290/ea
(D1883) California Bearing Ratio	530/ea
(C977) Stabilization Ability of Lime	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$150/ea
(D4972/T289) pH Only	50/ea
(CT417) Sulfate Content.....	100/ea
(CT422) Chloride Content	100/ea
(D2974) Organic Content	75/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall	260/ea
(D2434) Permeability, Constant Head	280/ea
(D2434) Permeability, FHA Slab-on-Grade	110/ea
(D2434) Permeability, Hourly	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	350/ea
(D2435/T216) Consolidation Additional Point w/ Unload	65/ea
(D4546) Swell/Compression Testing & Density	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County)	100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	90/ea
(D4829) Expansion Index of Soils.....	225/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$100/ea
#14 Bar	125/ea
#18 Bar (Proof Test)	150/ea
(A370) Bend Test	
#11 Bar & Smaller	\$50/ea
#14 & #18 Bar.....	70/ea

(A370) Tensile - Mechanically Spliced Bar

#11 Bar & Smaller	\$150/ea
#14 Bar & Larger	190/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control	150/ea
--	--------

(A370) Straightening of bar (if required).....	25/ea
--	-------

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$100/ea
200,000 – 300,000 lbs.....	125/ea
300,000 – 400,000 lbs.....	150/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire.....	\$150/ea
(A416) Tensile Strength, 7-Wire Strand	175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve	\$210/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash	125/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash	100/ea
(C117/D1140/T11) Materials Finer than #200	90/ea
(D2216/T265/CT226) Moisture Content.....	30/ea
(D2487/D2488) Visual Soil Classification	30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	45/ea
(D4943) Shrinkage Factors of Soils, Wax Method.....	55/ea
(C131/C535/CT211) L.A. Abrasion Resistance	\$200/ea
(C142/T112) Clay Lumps and Friable Particles	170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles	245/ea
(D3744/CT229/T210) Durability Index Fine	165/ea
(D3744/CT229/T210) Durability Index Coarse	165/ea
(CT227) Cleaness Value	165/ea
(D4791) Flat & Elongated Particles	150/ea
(D693/CT205) Percent Crushed Particles	145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate	140/ea
(C40/CT213/T21) Organic Impurities.....	75/ea
(C235) Soft Hardness (Scratch Hardness)	100/ea
(C88/CT214/T104) Sulfate Soundness.....	410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate	150/ea
(C127/CT206/T85) Coarse Specific Gravity	125/ea
(C128/CT207/T84) Fine Specific Gravity.....	150/ea
(D854/CT209/T100) Specific Gravity of Soil	150/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....	90/ea
(D2419/CT217/T176) Sand Equivalent.....	110/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	200/ea
(D4318/CT204/T89) Liquid Limit	100/ea
(D4318/CT204/T90) Plastic Limit	100/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete	Quote

SHEAR STRENGTH

(D2166) Unconfined Compression.....	\$100/ea
(D3080/T236) Direct Shear (3 points)	325/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	100/ea
(D2850) Unconsolidated-Undrained Triaxial Shear	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear.....	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption	\$195/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen)	65/ea
(C140) Compression Test.....	195/ea
(C140) Compression Test (ea. addtl. specimen)	65/ea
(C426) Linear Drying Shrinkage.....	285/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....	35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16"	\$200/ea
(C1314) 8"x16"x16" – 10"x12"x16"	225/ea
(C1314) 12"x12"x16" – 12"x16"x16"	250/ea
(C1314) Larger than 12"x16"x16"	Quote

EXHIBIT "B"

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts.....	\$100/ea
(A563) Proof Load Test on Nuts.....	100/ea
(A325/A490) Hardness Test on Bolts.....	50/ea
(A536) Hardness Test on Nuts.....	50/ea
(F436) Hardness Test on Washers.....	50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination.....	Quote
Machining & Prep of Test Specimen.....	Cost + 20%
(E381) Macrotech Test (3 Faces)	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA.....	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM)	200/ea
(D2041) Theoretical Max Specific Gravity	175/ea
(D5444) Sieve Analysis of Extracted Asphalt	215/ea
(D6307/CT382) Percent Asphalt, Ignition Method.....	150/ea
(D1188) Unit Weight of Asphalt Core.....	65/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under.....	\$200/ea
101 Tons – 200 Tons	300/ea

Use of Universal Testing Machine:

UTM with One Operator.....	\$320/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness.....	\$90/ea
--	---------

Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water.....	\$225/set
(C67) 5-Hour Absorption, Boiling Water.....	\$225/set
(C67) Compression Test or Modulus of Rupture	\$255/set
(C67) Each Additional Specimen.....	45/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$350/ea
(ACI211/ACI214) Review of Concrete Mix Design.....	350/ea
(C192) Concrete Trial Mix (includes equipment & labor)	495/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.....	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core	60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam	125/ea
(C174) Length Measuring of Drilled Cores.....	75/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....	290/set
(C1140) Shotcrete Panel (each addtl. specimen)	90/ea
(C496) Static Modulus of Elasticity	200/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days)	395/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor.....	50/ea
---	-------

***2X Surcharge on rush turn-around for laboratory testing.**

****Fee applies for sample storage, testing, or disposal.**

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
- Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1157

Agenda #: J.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Award a Construction Contract for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project (DE-26-220-SB)

RECOMMENDATION:

1. Award bid and authorize the City Manager to enter into a construction contract with CT&T Concrete Paving Inc. for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project in the amount of \$11,000,774.00 and authorize a 10% contingency in the amount of \$1,100,077.40 (DE-26-220-SB).
2. Approve and authorize the City Manager to enter into any and all utility agreements, utility easements, and subsequent agreements on behalf of the City of Fontana for the Etiwanda Avenue at Slover Avenue/Airport Drive Intersection Improvement Project (DE-26-220-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 focusing on relief of traffic congestion.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by utilizing Measure-I Funds wisely.

DISCUSSION:

This project is a cooperative effort between the City of Fontana and the City of Ontario. The project will improve overall traffic circulation through the intersection of Etiwanda Avenue at Slover Avenue/Airport Drive. The project scope also includes modification to the at-grade rail crossing improvements at the Union Pacific Rail crossing approximately 600 feet of the intersection on Slover Avenue. The City of Fontana is the lead on the project as outlined in a Cooperative Agreement with the City of Ontario approved by the City Council on December 11, 2018.

On July 23, 2026, at 2:00pm, the bids for this contract were opened. A total of seven (7) bids were received ranging from \$11,000,774.00 to \$15,247,239.53. CT&T Concrete Paving, Inc. is the lowest bidder in the amount of \$11,000,774.00. The Engineer's estimate was \$13,500,000.00. After reviewing the proposed bid documents, Purchasing and Engineering staff have determined CT&T Concrete Paving, Inc. to be the lowest responsive and responsible bidder.

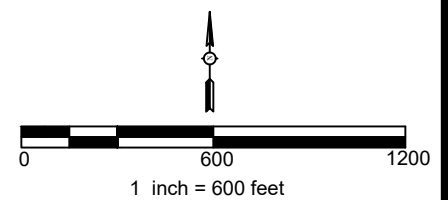
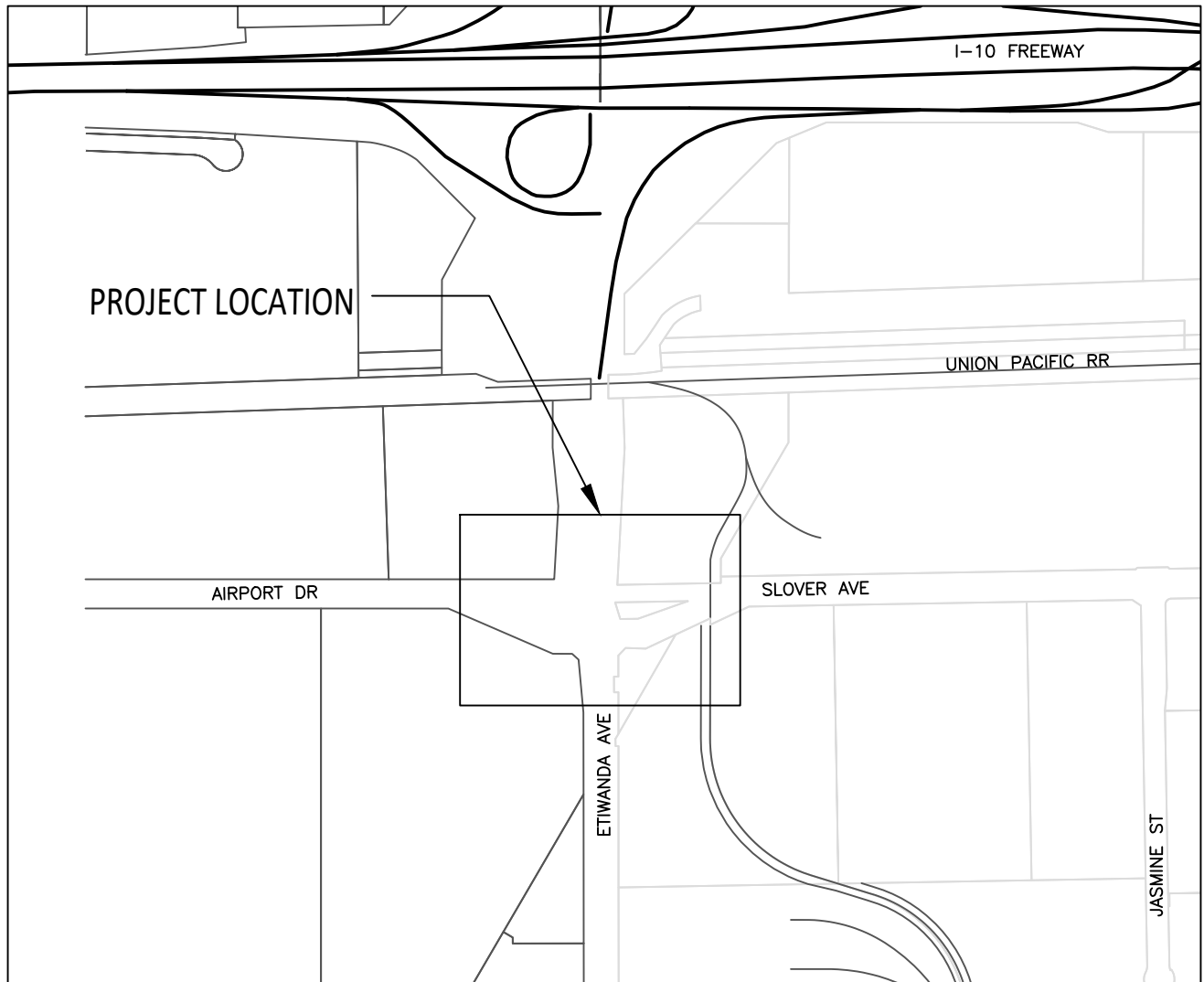
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$12,100,851.40 for the full term of the construction contract and is included in FY 2026-27 Budget in the Etiwanda/Slover Arterial Project #37603350 in the following project accounts: 37603350-602-B-8330, 37603350-602-C-8330, 37603350-245-D-8330, 37603350-630-D-8330, 37603350-602-B-8331, 37603350-602-C-8331, 37603350-245-D-8331 and 37603350-630-D-8331. City of Ontario will reimburse 27.65% of construction costs, up to a total of \$3.3 Million, at project completion with their Measure I Funds. All future costs will be included in subsequent fiscal year budgets.

MOTION:

Approve staff recommendation.

ETIWANDA AVENUE AT SLOVER AVENUE/AIRPORT DRIVE INTERSECTION WIDENING PROJECT



Bid Results
Etiwanda Ave. at Slover Ave./Airport Drive Intersection
Improvement Project
DE-26-220-SB

1. CT&T Concrete Paving Inc. Diamond Bar, CA	\$11,000,774.00
2. Van Engineering Inc. Willdomar, CA	\$12,435,174.50
3. Riverside Construction Company, Inc. Riverside, CA	\$13,866,114.90
4. Toro Enterprises, Inc. Oxnard, CA	\$13,885,158.50
5. Vido Samarzich, Inc. Santa Ana, CA	\$14,878,780.00
6. Hillcrest Contracting, Inc. Corona, CA	\$15,201,991.65
7. Alfaro Communications Construction, Inc. Compton, CA	\$15,247,239.53

Submission

Bidder Details

Vendor Name	CT&T Concrete Paving Inc.
Address	324 S. Diamond Bar Blvd. Diamond Bar, California 91765 United States
Respondee	Jose Carvajal
Respondee Title	President
Phone	909-629-8000
Email	jose.cttinc@gmail.com
Vendor Type	CADIR
License #	875627
CADIR	1000025154

Submission Detail

Submission Format	Electronic
Submitted	07/23/2026 1:46 PM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	498154

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Fontana Bid Proposal.pdf	Fontana Bid Proposal.pdf	Proposal Documents General Attachment General Attachment General Attachment
Fontana Bid Bond.pdf	Fontana Bid Bond.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Alcorn Fence Company 6445 Pedley Road Riverside, California 92509	Fencing Items	122954	1000001986	\$265,935.50	
All American Asphalt 400 E. Sixth St. Corona, California 92878-2229	Asphalt	267073	1000001051	\$1,333,967.00	CADIR
Elecnor Belco Electric, Inc. 14320 Albers Way Chino, California 91710	Electrical	738518	1000004804	\$942,320.00	
Legacy Reinforcing Steel 1057 Tierra Del Rey Chula Vista, California 91910	Rebar	1053958	1000443050	\$80,000.00	OSB, MBE, CADIR
Pavement Recycling Systems, Inc 10240 San Sevaine Way Mira Loma, California 91752	Cold-Mill Existing AC Pavement (2" Min.)	569352	1000003363	\$9,909.00	

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
General							\$1,082,000.00		
1			Mobilization/Demobilization	LS	1	\$480,000.00	\$480,000.00	Yes	
2			Storm Water Pollution Prevention Plan and Implementation	LS	1	\$38,000.00	\$38,000.00	Yes	
3			Traffic Pedestrain Control, Public Convenience and Safety	LS	1	\$280,000.00	\$280,000.00	Yes	
4			Clearing, Grubbing, and Grading	SF	1	\$48,000.00	\$48,000.00	Yes	
5			Trench Safety and Sheeting, Shoring, and Bracing Excavation	SF	1	\$210,000.00	\$210,000.00	Yes	
6			Utility Verification (Potholing)	LF	1	\$26,000.00	\$26,000.00	Yes	
Site Demolition							\$1,172,813.90		
7			Cold-Mill Existing AC Pavement (2" Min.)	SF	3303	\$3.80	\$12,551.40	Yes	
8			Remove Existing AC Pavement, Aggregate Base, and Subgrade	SF	274730	\$3.80	\$1,043,974.00	Yes	
9			Remove Existing PCC Pavement	CF	301	\$4.50	\$1,354.50	Yes	
10			Remove Driveway	SF	1530	\$2.20	\$3,366.00	Yes	
11			Remove Existing Curb and Gutter	LF	3160	\$8.00	\$25,280.00	Yes	
12			Remove Existing AC Dike	LF	3145	\$4.00	\$12,580.00	Yes	
13			Remove Existing Cross Gutter	LF	125	\$18.00	\$2,250.00	Yes	
14			Remove Existing Median	SF	4293	\$4.25	\$18,245.25	Yes	
15			Remove Existing Sidewalk	SF	963	\$1.75	\$1,685.25	Yes	
16			Remove Existing Guard Rail	LF	95	\$52.50	\$4,987.50	Yes	
17			Remove Existing Chain-Link Fence	LF	600	\$31.50	\$18,900.00	Yes	
18			Remove Existing AC Overside Drain	SF	820	\$2.00	\$1,640.00	Yes	
19			Remove Existing AC Ditch	SF	2300	\$2.00	\$4,600.00	Yes	
20			Remove Existing CMP Culvert	LF	400	\$46.00	\$18,400.00	Yes	
21			Remove Existing Catch Basin	EA	1	\$3,000.00	\$3,000.00	Yes	
Utility Relocations/Adjustments							\$103,425.00		
22			Adjust Existing Water Valve Box and Cover to Grade	EA	12	\$1,200.00	\$14,400.00	Yes	
23			Adjust Existing Gas Valve Box and Cover to Grade	EA	6	\$1,050.00	\$6,300.00	Yes	
24			Adjust Existing Manhole Frame and Cover to Grade	EA	8	\$2,200.00	\$17,600.00	Yes	
25			Adjust Existing Traffic Piull Box to Grade	EA	1	\$375.00	\$375.00	Yes	
26			Adjust Existing Telephone Pull Box to Grade	EA	2	\$375.00	\$750.00	Yes	
27			Remove, Abandon, and Surrender Existing Fire Hydrant, Lateral, and Appurtenances to OMUC Field Staff.	EA	4	\$8,500.00	\$34,000.00	Yes	
28			Modidy Newly Constructed Existing Irrigation System and Landscaping	LS	1	\$30,000.00	\$30,000.00	Yes	
Street Improvements							\$6,029,948.45		
29			Install 6" Fire Hydrant Per City of Ontario Std. Dwg. No 4101	EA	4	\$33,000.00	\$132,000.00	Yes	
30			Construct 8" HMA Pavement, TI=11.5	TON	3400	\$110.00	\$374,000.00	Yes	
31			Construct 9" HMA Pavement, TI =12.5"	TON	5700	\$110.00	\$627,000.00	Yes	
32			Construct 6" HMA Pavement, TI=9	TON	2000	\$110.00	\$220,000.00	Yes	
33			Construct 11.5" Class II Aggregate Base	CY	6150	\$85.00	\$522,750.00	Yes	
34			Construct 8.5" Class II Aggregate Base	CY	1430	\$83.00	\$118,690.00	Yes	
35			Construct 11.5" PCC Pavement Over 1" HMA BB, 4.55" LCB, TI =11.5	SF	46545	\$26.50	\$1,233,442.50	Yes	
36			Construct 12" PCC Pavement Over 1" HMA BB, 4.5" LCB, TI =12.5	SF	59510	\$26.50	\$1,577,015.00	Yes	
37			Construct Curb Ramp Per City of Fontana Std. Plan No. 1003	EA	4	\$10,500.00	\$42,000.00	Yes	
38			Construct Curb Ramp Per City of Ontario Std. Dwg. No. 1213	EA	4	\$10,500.00	\$42,000.00	Yes	
39			Construct 8" PCC Curb Per City of Ontario Std. Dwg. No. 1201, Type A	LF	1830	\$35.00	\$64,050.00	Yes	
40			Construct 8" PCC Curb per City of Fontana Std. Dwg. No. 1000	LF	2291	\$36.00	\$82,476.00	Yes	
41			Construct 6" PCC Curb per City of Fontana Std. Dwg. No. 1000	LF	870	\$34.00	\$29,580.00	Yes	
42			Constrct Curb Only Per City of Fontana Std. Dwg. No. 1000 Modified 4"	LF	155	\$28.00	\$4,340.00	Yes	
43			Constrct 8" PCC Curb and Gutter Per City of Ontario Std. Dwg. No. 1201, Type B	LF	2158	\$35.00	\$75,530.00	Yes	
44			Constrct 8" PCC Curb and Gutter per Cuty of Fontana Std. Dwg. No. 1000	LF	1330	\$35.00	\$46,550.00	Yes	
45			Construct 6" PCC Curb and Gutter per City of Fontana St. Dwg. No. 1000	LF	652	\$32.00	\$20,864.00	Yes	
46			Construct Cross Gutter per City of Ontario Std. Dwg. No. 1208	SF	630	\$21.00	\$13,230.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
47			Construct Cross Gutter per City of Fontana Std. Dwg. No. 403, Width per Plan	SF	2210	\$21.00	\$46,410.00	Yes	
48			Construct AC Dike per Caltrans Std. Dwg. No. A87B, Type per Plan	LF	1140	\$15.75	\$17,955.00	Yes	
49			Construct 8" Hot Mixed Asphalt Concrete Dike per City of Fontana Dwg. No. 1007	LF	226	\$15.75	\$3,559.50	Yes	
50			Construct Commerical Driveway Approach per Plan and City of Ontario Std. Dwg. No. 1204	SF	2000	\$15.00	\$30,000.00	Yes	
51			Construct Driveway Approach per Plan and City of Fontana Std. Plan No. 1001	SF	2010	\$15.00	\$30,150.00	Yes	
52			Construct 4" PCC Sidewalk per Plan and City of Fontana Std. Dwg. No. 1006, Width per Plan	SF	5650	\$7.50	\$42,375.00	Yes	
53			Construct 4" PCC Sidewalk per Plan and City of Ontario Std. Dwg. No. 1209, Width per Plan	SF	1934	\$7.50	\$14,505.00	Yes	
54			Constrcut Sidewalk Railroad Crossing per Union Pacific Railroad - Guidance for Sidewalk Improvement	LS	1	\$36,000.00	\$36,000.00	Yes	
55			Construct Masonry Block Wall per Wall Detail on Sheet CD-10, H=3'-6"	SF	1031	\$80.00	\$82,480.00	Yes	
56			Place Rock Treatment Surface per City of Fontana Std. Plan No. 5045	SF	6610	\$17.00	\$112,370.00	Yes	
57			Place Rock Treatment Surface per City of Ontario Std. Plan No. 1215	SF	7480	\$17.00	\$127,160.00	Yes	
58			Install Midwest Gaurdrail System per Caltrans Std. Dwg. No. A77N3, Detail B for Narrow Roadway Installation	LF	505	\$64.58	\$32,612.90	Yes	
59			Install Midwest Gaurdrail System per 2022 Caltrans Std. Dwg. No. A77Q1, Type 12A	LF	600	\$130.00	\$78,000.00	Yes	
60			Install Chain-Link Fence per City of Fontana Park Std. Plan Chapter F, Section 4. Install Barbed Wires on Top of Pacific Forge Perimeter Fencing	LF	1110	\$84.53	\$93,828.30	Yes	
61			Install Chain-Link 30-foot (2 - 15-foot Gates) Gate Per City Of Fontana Park Std. Plan Chapter F, Section 4	EA	1	\$11,497.50	\$11,497.50	Yes	
62			Install Chain-Link 28-foot Single Swing Gate Per City Of Fontana Park Std. Plan Chapter F, Section 4	EA	1	\$10,584.00	\$10,584.00	Yes	
63			Install Chain-Link 24-foot (2 - 12-foot Gates) Gate Per City of Fontana Park Std. Plan Chapter F, Section 4	EA	1	\$8,935.50	\$8,935.50	Yes	
64			Install Chain-Link 20-foot (2 - 10-foot Gates) Gate Per City of Fontana Park Std. Plan Chapter F, Section 4	EA	1	\$7,586.25	\$7,586.25	Yes	
65			Install Chain-Link 4-foot Pedestrian Gate Per City of Fontana Park Std. Plan Chapter F, Section 4	EA	2	\$2,961.00	\$5,922.00	Yes	
66			Protect Precast Concrete Panel Per UPRR Standard Plan 0304	LS	1	\$12,500.00	\$12,500.00	Yes	
Proposed Retaining Wall							\$775,076.40		
67			Construct Retaining Wall Per Construction Plans	SF	5300	\$135.00	\$715,500.00	Yes	
68			Install Minor Concrete, Gutter - Retaining Wall	CY	53	\$780.00	\$41,340.00	Yes	
69			Install Cable Railing - Retaining Wall	LF	334	\$54.60	\$18,236.40	Yes	
Storm Drain Improvements							\$724,524.00		
70			Construct 24" RCP - Class V (1250D)	LF	575	\$240.00	\$138,000.00	Yes	
71			Construct 18" RCP - Class V (1250D)	LF	449	\$305.00	\$136,945.00	Yes	
72			Construct 19"x30" Elliptical RCP	LF	306	\$275.00	\$84,150.00	Yes	
73			Construct 14"x23" Elliptical RCP	LF	170	\$350.00	\$59,500.00	Yes	
74			Construct Catch Basin Per City of Fontana Std. Plan. No. 3004, 3003, and 6002, W=7	EA	4	\$13,245.00	\$52,980.00	Yes	
75			Construct Catch Basin Per City of Fontana Std. Dwg. No. 3003, 3004, 3005, 3017, and 3018, W=7	EA	2	\$13,245.00	\$26,490.00	Yes	
76			Construct Local Depression Per City of Fontana Std. Dwg. No. 3003, Case A per Plan	EA	3	\$1,891.00	\$5,673.00	Yes	
77			Construct Local Depression Per City of Fontana Std. Dwg. No. 3003, Case C per Plan	EA	1	\$1,891.00	\$1,891.00	Yes	
78			Construct Local Depression Per City of Ontario Std. Dwg. No. 3005	EA	2	\$1,891.00	\$3,782.00	Yes	
79			Construct Pipe Connection to Catch Basin Per City of Ontario Std. Dwg. No. 3015	EA	2	\$1,040.00	\$2,080.00	Yes	
80			Construct Pipe Connection to Catch Basin Per City of Fontana Std. Plan No. 3005	EA	4	\$1,040.00	\$4,160.00	Yes	
81			Construct Manhole Per City of Fontana Std. Plan No. 3013	EA	4	\$10,507.00	\$42,028.00	Yes	
82			Construct Manhole Per City of Ontario Std. Dwg. No. 3008 and 3009	EA	2	\$10,507.00	\$21,014.00	Yes	
83			Construct Parkway Drain with Steel Plate Per San Bernardino County Transportation Department Std. Dwg. No. 211, Width Per Plan	EA	1	\$18,095.00	\$18,095.00	Yes	
84			Construct Parkway Drain No. 1 Per City of Ontario Std. Dwg. No. 3013	EA	1	\$19,708.00	\$19,708.00	Yes	
85			Install 42" Steel Casing Per UPRR Non-Flammable Pipe Installation Guideline	LF	60	\$950.00	\$57,000.00	Yes	
86			Construction Junction Structure Per City of Fontana Std. Plan No. 3010	EA	1	\$3,640.00	\$3,640.00	Yes	
87			Construct Modified Headwall Wing-Type per City of Fontana Std. Dwg. No. 3020	EA	2	\$12,324.00	\$24,648.00	Yes	
88			Construct Concrete Collar Per Detail Sheet SD-07	EA	6	\$3,640.00	\$21,840.00	Yes	
89			Encase Existing 12-Inch Water Line per City of Ontario Std. Dwg. 2102, Case 3	LF	5	\$180.00	\$900.00	Yes	
Signing and Striping							\$124,652.75		
90			Furnish, Install, And Maintain Project Identification Signs	EA	2	\$2,500.00	\$5,000.00	Yes	
91			Remove and Relocate Sign Per Signing and Striping Sheets	EA	5	\$288.75	\$1,443.75	Yes	
92			Remove Sign and Post Per Signing and Striping Sheets	EA	9	\$31.50	\$283.50	Yes	
93			Install Traffic Striping and Pavement Markings as Shown on Signing and Striping Sheets	LS	1	\$105,000.00	\$105,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
94			Install New Striping for Private Property (Pacific Forge) per Sheet CD-12	LS	1	\$12,925.50	\$12,925.50	Yes	
Proposed Street Lighting (City of Fontana)							\$62,391.00		
95			Install 1.5" Schedule 40 PVC Conduit (City of Fontana)	LF	780	\$21.00	\$16,380.00	Yes	
96			Install 3" Schedule 40 PVC Conduit (City of Fontana)	LF	1274	\$31.50	\$40,131.00	Yes	
97			Install 3 1/2 Pull Box (City of Fontana)	EA	8	\$735.00	\$5,880.00	Yes	
Proposed Street Lighting (City of Ontario)							\$130,053.00		
98			Install 1.5" Schedule 80 PVC Conduit (City of Ontario)	LF	1080	\$21.00	\$22,680.00	Yes	
99			Install 2" Schedule 80 PVC Conduit (City of Ontario)	LF	480	\$25.20	\$12,096.00	Yes	
100			Install 3 1/2 Pull Box (City of Ontario)	EA	13	\$735.00	\$9,555.00	Yes	
101			Install Concrete Street Light per City of Ontario Std. Dwg. 5101	EA	8	\$9,009.00	\$72,072.00	Yes	
102			Remove Pull Box (City of Ontario)	EA	2	\$262.50	\$525.00	Yes	
103			Remove Street Light and Complete Foundation (City of Ontario)	EA	3	\$1,575.00	\$4,725.00	Yes	
104			Relocate Street Light (City of Ontario)	EA	2	\$4,200.00	\$8,400.00	Yes	
Proposed Traffic Signal Improvments							\$795,889.50		
105			Install Traffic Signal Improvements per Traffic Signal Sheets	LS	1	\$795,889.50	\$795,889.50	Yes	

Line Item Subtotals

Section Title	Line Total
General	\$1,082,000.00
Site Demolition	\$1,172,813.90
Utility Relocations/Adjustments	\$103,425.00
Street Improvements	\$6,029,948.45
Proposed Retaining Wall	\$775,076.40
Storm Drain Improvements	\$724,524.00
Signing and Striping	\$124,652.75
Proposed Street Lighting (City of Fontana)	\$62,391.00
Proposed Street Lighting (City of Ontario)	\$130,053.00
Proposed Traffic Signal Improvments	\$795,889.50
Grand Total	\$11,000,774.00



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1179

Agenda #: K.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for June 2026.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

The June 2026 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:

There is no fiscal impact.

MOTION:

Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

June 2026



NOTEWORTHY EVENTS

- Fontana Police Participated in the Fontana Days Carnival.
- Sgt. Brandon Bowie graduated from the Sherman Block Supervisor Leadership Institute.
- Fontana Police hosted a Red Cross Blood Drive.
- Chief Dorsey and the Fontana Police Chief's Roundtable hosted the first annual 3x3 Basketball Tournament at Koehler Park.
- Three Fontana Police Officers Graduated from San Bernardino County Sheriff's Academy.
- Fontana Police participated in the "First Responder's Day" at Primrose Elementary School.
- Fontana Police hosted the annual Fontana Police Teen Academy.
- ICAC arrested several individuals for sexual exploitation of minors.



CITYWIDE

- Priority 1 response time- 4:10(Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 9,120
- Total arrests- 545
 - Hispanic- 372, White- 70 , Black- 74, All other races-29
- Total Group A Offenses- 657
 - Crimes Against Persons- 151
 - Crimes Against Property- 354
 - Crimes Against Society- 152



- Crimes Against Person- 151

- Homicide- 0
- Sex Offenses- 13
- Assault- 134
- Kidnapping- 0
- Other- 4

- Crimes Against Property- 354

- Robbery- 11
- Burglary- 19
- Larceny- 159
- Destruction of Property- 39
- Fraud- 27
- Possession of Stolen Property- 37
- Motor Vehicle Theft- 47
- Other Miscellaneous Property Crimes- 15

- Crimes Against Society- 152

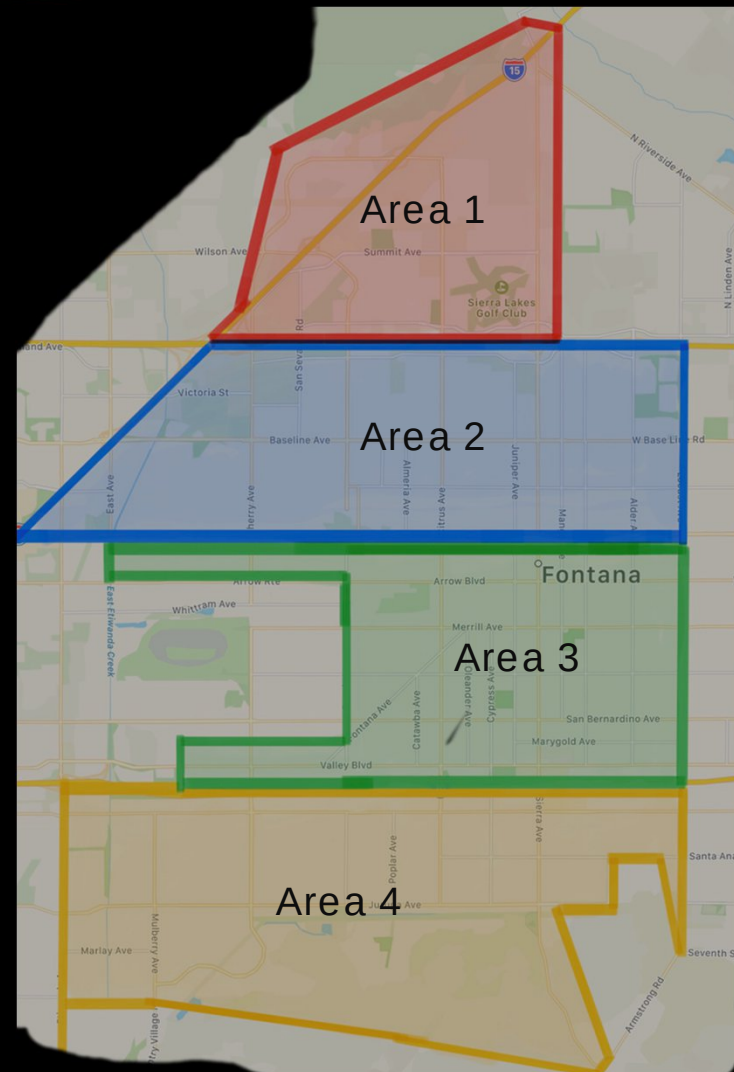
- Drug and Paraphernalia Possession- 134
- Possession of Child Pornography- 1
- Possession of Weapons- 17
- Other Miscellaneous Crimes- 0

CITYWIDE



CRIMES BY BEAT

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



BEAT 1

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

- Total Group A Offenses- 68
- Crimes Against Persons- 17
- Crimes Against Property- 49
- Crimes Against Society- 2



BEAT 2

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

- Total Group A Offenses- 173
- Crimes Against Persons- 50
- Crimes Against Property- 98
- Crimes Against Society- 25



BEAT 3

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

- Total Group A Offenses- 308
-
- Crimes Against Persons- 67
 - Crimes Against Property- 129
 - Crimes Against Society- 112

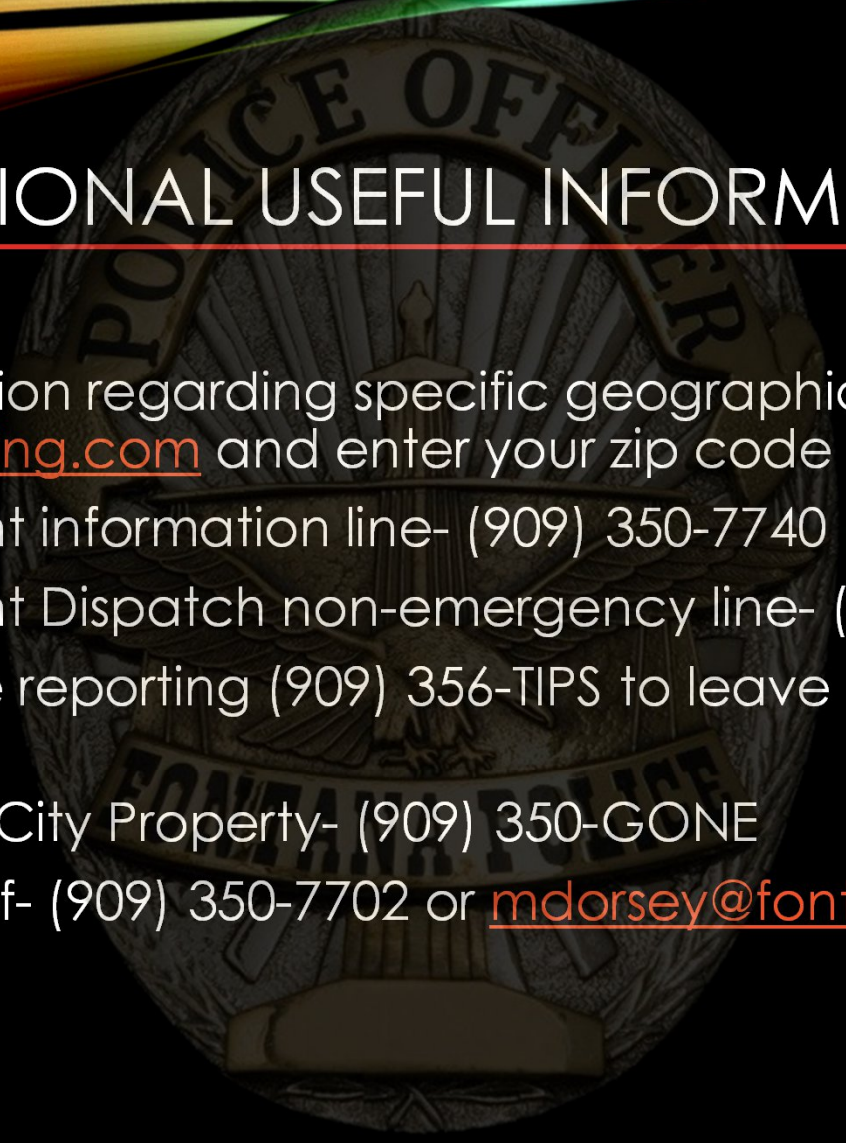


Beat 4

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

- Total Group A Offenses- 108
- Crimes Against Persons- 17
- Crimes Against Property- 78
- Crimes Against Society- 13



A large, semi-transparent watermark of the Fontana Police Department badge is centered in the background. The badge is circular with a star in the center and the words "POLICE OFFICER" and "FONTANA POLICE" visible. The top of the slide features a horizontal gradient bar transitioning from yellow to orange to red to green to blue.

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



City of Fontana

8437 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 26-1180

Agenda #: L.

Agenda Date: 8/11/2026

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Resolution of the City Council of the City of Fontana, California, Approving an Amendment to the Naming Rights Agreement and Approving the Addition of a Merchandising Addendum Between the City of Fontana and Red Head Inc.

RECOMMENDATION:

Staff recommends that the City Council adopt **Resolution No. 2026-080**, approving an amendment to the Naming Rights Agreement between the City of Fontana and Red Head Inc., approving the addition of a Merchandising Addendum to the Naming Rights Agreement, and authorizing the City Manager, or designee, to enter into the amended agreement, addendum, and any related documents necessary to implement the agreements.

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Promote economic development by pursuing business attraction, retention, and expansion.
- Promote economic development by being business friendly at all levels and striving to constantly improve the city's competitiveness.
- Practice sound fiscal management by emphasizing capital formation.

DISCUSSION:

On September 30, 2022, the City entered into a Naming Rights Agreement with Red Head Inc. concerning naming rights associated with the Stage Red Venue.

On December 5, 2023, Red Head Inc. (the "Company") submitted an application with the United States Patent and Trademark Office to register the mark "STAGE RED" (the "Trademark"). The Trademark has since been approved and duly registered, and the Company is the current owner of all right, title, and interest in and to the Trademark.

The City and the Company desire to amend the Naming Rights Agreement to provide for the assignment and transfer of the Trademark from the Company to the City, while also establishing licensing rights allowing the Company to continue using the Trademark in accordance with the terms of the amended agreement.

The amendment also expands the scope of the Naming Rights Agreement to include provisions governing the development, production, marketing, distribution and sale of merchandise bearing certain approved intellectual property, including: (1) the intellectual property "SAMMY HAGAR" which is the subject of the existing Naming Rights Agreement; (2) the Trademark; and (3) other City

intellectual property identified in the agreement.

These provisions are intended to clarify ownership rights, establish authorized uses of the applicable intellectual property, and provide a framework for merchandise opportunities associated with the Stage Red Venue and related branding.

FISCAL IMPACT:

Approval of the amended Naming Rights Agreement and Merchandising Addendum will result in a one-time expenditure of **\$16,749.15** for the acquisition of the Stage Red trademark from Red Head Inc. Funding for this expenditure is available in the **Fiscal Year 2026-2027** Development Services Department budget, Org 72030100.8130.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2026-080

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, APPROVING AMENDMENTS TO THE NAMING RIGHTS
AGREEMENT AND APPROVING THE ADDITION OF A
MERCHANDISING ADDENDUM BETWEEN THE CITY OF FONTANA
AND RED HEAD INC.**

WHEREAS, on September 30, 2022, the City of Fontana ("City") entered into a Naming Rights Amendment with Red Head Inc. ("Company") concerning naming rights associated with the Stage Red Venue, in the City of Fontana; and

WHEREAS, on December 5, 2023, Company submitted to the United States Patent and Trademark Office an application to register the mark "STAGE RED" (the "Trademark"), and the Trademark has since been approved and duly registered; and

WHEREAS, Company is the owner of all right, title, and interest in and to the Trademark and desires to assign, transfer, and convey to City all of Company's right, title and interest therein; and

WHEREAS, Company desires to assign, transfer, and convey to City all of Company's right, title, and interest in and to the Trademark, and City desires to accept such assignment; and

WHEREAS, City has agreed to grant Company a license to use the Trademark; and

WHEREAS, the parties wish to amend the Agreement to reflect the foregoing assignment and license arrangements, and further to expand the scope of the Agreement to include the development, production, marketing, distribution and sale of merchandise bearing either or both (i) the intellectual property "SAMMY HAGAR," which is the subject of the Agreement, (ii) the Trademark, and (iii) such other City intellectual property as described therein.

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 of the City of Fontana finds that approval of the Amendment to the Naming Rights Agreement and the Merchandising Addendum is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 because the action involves the approval of contractual agreements that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 3. Amendment to Naming Rights Agreement. The City Council of the City of Fontana hereby approves the Amendment to the Naming Rights Agreement between the City and the Company, substantially in the form attached hereto as Exhibit A.

Section 4. Merchandising Addendum. The City Council of the City of Fontana hereby approves the Merchandising Addendum to the Naming Rights Agreement between the City and the Company, substantially in the form attached hereto as Exhibit B.

Section 5. Authority. The City Manager, or designee, is hereby authorized to enter into the Amendment, Merchandising Addendum, and any related documents necessary to implement the agreements.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 7. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 16860 Valencia Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

APPROVED AND ADOPTED this day of 11th day of August, 2026.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council of the City of Fontana, hereby certify that the foregoing Resolution is the actual resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 11th day of August, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk of the City of Fontana

FIRST AMENDMENT TO NAMING RIGHTS AGREEMENT

This First Amendment to Naming Rights Agreement (the “Amendment”) is entered into as of this ____ day of August, 2026 (the “Effective Date”) by and between the City of Fontana (“City”) and Red Head Inc., a California corporation (“Company”). All defined terms herein shall have the same meaning as in the Agreement.

RECITALS

WHEREAS, City and Company entered into that certain Naming Rights Agreement dated September 30, 2022 (the “Agreement”); and

WHEREAS, on December 5, 2023, Company submitted to the United States Patent and Trademark Office an application to register the mark “STAGE RED” (the “Trademark”), and the Trademark has since been approved and duly registered; and

WHEREAS, Company is the owner of all right, title, and interest in and to the Trademark and desires to assign, transfer, and convey to City all of Company’s right, title and interest therein; and

WHEREAS, City desires to acquire from Company all of Company’s right, title, and interest in and to the Trademark for use in connection with its business and operations; and

WHEREAS, City has agreed to grant Company a license to use the Trademark, subject to the terms and conditions set forth herein; and

WHEREAS, the parties wish to amend the Agreement to reflect the foregoing assignment and license arrangements, and further to expand the scope of the Agreement to include the development, production, marketing, distribution and sale of merchandise bearing either or both (i) the intellectual property “SAMMY HAGAR,” which is the subject of the Agreement, (ii) the Trademark, and (iii) such other City intellectual property as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The title of Section 1 of the Agreement, currently “Grant of License,” is hereby deleted in its entirety and substituted with the text “Marks; Transfer and Grant of Licenses.”

2. The existing text of Section 1 shall be designated as Section 1(a) and, except as expressly amended herein, shall remain in full force and effect, provided that the first paragraph shall be amended by deleting the text “but does not include the sale of merchandise” and substituting the text with “including merchandise (subject to the terms

of the Merchandise Addendum dated June __, 2026).” Section 1(a) shall be further amended to include the following language to the end of the section, “[F]or avoidance of doubt, in the event this Agreement is renewed in accordance with Section 5, the licenses granted by the City to Company and by Company to City shall automatically extend for each renewal term on the same terms and conditions unless otherwise modified by mutual written agreement of the parties.”

3. Section 1 of the Agreement shall be amended by adding the following text as Section 1(b):

“Company hereby irrevocably sells, assigns, transfers and conveys to City all of Company’s right, title and interest as it holds in the trademark “STAGE RED” registered in the United States Patent and Trademark Office under the number 7951201 for the goods and services in International Classes 35 and 41, together with all goodwill associated with the use of the Trademark, as further described in **Exhibit A** attached hereto and incorporated herein by this reference.

This assignment includes, without limitation, all rights and benefits relating to the Trademark, including all causes of action and rights to recover for past, present and future infringements thereof.

Company represents and warrants that: (i) it is the sole and exclusive owner of the Trademark; (ii) the Trademark is free and clear of all liens, claims, encumbrances, or adverse rights of any third party; (iii) it has full right, power, and authority to execute this assignment and transfer the Trademark to City.

Upon execution of this Amendment, Company shall retain no rights, title, or interest in or to the Trademark, whether legal, equitable, or beneficial, and shall cease all use of the Trademark, except as expressly provided in Section 1(c) herein.”

4. Section 1 of the Agreement shall be amended by adding the following text as Section 1(c):

“City grants to Company an exclusive, irrevocable, gratis license to use the Trademark “STAGE RED” in connection with concert venues located fifty (50) miles or more from the Venue; provided that City retains the right to operate and use the Trademark for its own business purposes, as provided for in the Agreement. The license is non-assignable (a) without City’s prior written consent, which shall not be unreasonably withheld; or (b) in accordance with Section 7 of the Agreement. Unless earlier terminated in accordance with this Agreement, the license shall continue for the duration of this Agreement.

Company shall use the Trademark in a professional manner, consistent with the reputation of City and the Trademark, and shall comply with all reasonable quality control standards, brand guidelines, and operational requirements that City may establish from time to time, provided that City gives Company written notice of any new standards at least thirty (30) days prior to their effective date.

Company shall not use City's name in conjunction with the Trademark, nor use the Trademark in any manner that disparages, dilutes, or harms City or the value of the Trademark. Company shall promptly notify City of any known unauthorized use, infringement, or misuse of the Trademark by any third party, and shall cooperate with City in any legal or administrative action City chooses to take to protect the Trademark. City shall have the right, but not the obligation, to pursue such enforcement action, at its discretion.

City may terminate the License for breach of this provision, at any time, by giving fourteen (14) days written notice of termination to Company, during which time Company shall have the opportunity to cure the cause and/or reason(s) for termination provided in the written notice, and if so corrected, such termination shall not occur.

Upon termination, Company shall immediately cease all use of the Trademark and remove it from all materials and concert venues within ten (10) business days of receipt of notice from City. This license is granted solely for the purpose of operating concert venues and selling merchandise associated therewith, as specified herein, and does not grant any rights to utilize the Trademark except as expressly set forth in this Agreement."

5. Section 3 of the Agreement shall be amended by adding the following text as Section 3(b):

"As consideration for the sale, assignment, transfer, and conveyance of the Trademark from Company to City, City shall reimburse Company for all reasonable costs and expense incurred in connection with the acquisition of the Trademark, including legal fees incurred in preparing this Agreement, as well as staff time and administrative expenses reasonably associated with the processing, registration and transfer of the Trademark, as set forth in **Exhibit B** attached hereto and incorporated herein by this reference."

The existing text of Section 3 shall be designated as Section 3(a) and shall remain in full force and effect.

6. Section 5 of the Agreement is hereby amended to read as follows:

"The Term of this Agreement shall be for twenty (20) years following the date upon which the Venue opens to the public, which occurred on June 15, 2024."

7. Section 5 of the Agreement shall be amended by adding the following text:

"Upon expiration of the initial Term, this Agreement shall automatically renew for up to five (5) successive one (1) year renewal terms unless either Party is in default under this Agreement at the time of renewal and such breach remains uncured following any applicable notice and cure periods set forth in this Agreement. Neither Party shall unreasonably withhold, condition, or delay renewal, and any refusal to renew must be based on substantial and documented noncompliance with this Agreement.

For purposes of this Section, "notice and cure periods" shall mean that the non-breaching Party must provide breaching Party written notice describing the alleged material breach

in reasonable detail, and breaching Party shall have sixty (60) days from receipt of such notice to cure such breach to non-breaching Party's reasonable satisfaction. A breach shall be deemed "uncured" only if non-breaching Party fails to (i) commence cure within the applicable cure period, (ii) diligently pursue cure to completion, or (iii) fully remedy the breach within the applicable cure period. If breaching Party cures the breach within such period, the breach shall be deemed resolved and shall not constitute a basis for non-renewal under this Agreement."

For purposes of this Agreement, "default" or "for cause" shall mean any failure by the breaching Party, or any of the breaching Party's respective agencies, contractors, licensees, or representatives to perform or comply with any material obligation, representation, warranty, covenant, or standard under this Agreement, including, without limitation, the following:

A. Reputational Harm / Morals Clause

Any act, omission, event, or condition that is reasonably likely to:

- (i) harm, disparage, or adversely affect the reputation, goodwill, or public image of the non-defaulting Party or the respective Intellectual Property of the non-defaulting Party; or
- (ii) associate the Intellectual Property with conduct, events, uses, sponsors, partnerships, messaging, or activities that are unlawful, discriminatory, hateful, defamatory, politically extreme, conflict with or dilute the Intellectual Property or brand or otherwise are inconsistent with generally accepted community standards of the brand.

B. Payment or Consideration Failures

Failure to make any required payments or deliver agreed consideration (if any) when due, subject to a limited cure period.

C. Other Material Defaults

Any other material breach of this Agreement that remains uncured beyond the applicable notice and cure period; provided, however, that breaches involving reputational harm or unlawful conduct shall be deemed incurable if immediate termination is reasonably necessary to protect the non-breaching Party.

8. Except as modified herein, the Agreement shall remain unaffected and continue in full force and effect and is hereby deemed ratified and confirmed. This Amendment shall be deemed incorporated into and make a part of the Agreement.

9. This Amendment maybe executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURE PAGE FOLLOWS

CITY OF FONTANA

RED HEAD INC.

By: _____
Matthew Ballantyne
City Manager

By: _____
Name:

ATTEST:

By: _____
Germaine Key
City Clerk

APPROVED AS TO FORM:

By: _____
Ruben Duran
Assistant City Attorney

EXHIBIT "A"

STAGE RED



Stage Red
Drawing-c1.pdf



Stage Red
Spec-c1.pdf



THE INLAND EMPIRE'S PREMIER INTIMATE ENTERTAINMENT VENUE IN
THE HEART OF DOWNTOWN FONTANA, CALIFORNIA.

HOME

TICKETS

CONNECT

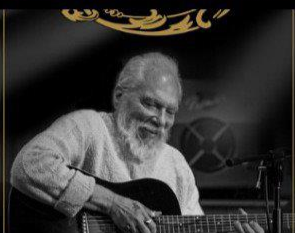


TOM GREEN

WEDNESDAY, APR 23 @ 7:00 PM
DOORS OPEN @ 5:30 PM
AGES: ALL AGES

BUY TICKETS

UPCOMING EVENTS



JORMA KAUKONEN

WEDNESDAY, APR 2 @ 7:00 PM
DOORS OPEN @ 6:00 PM
AGES: ALL AGES

BUY TICKETS



JACKYL

THURSDAY, APR 3 @ 9:00 PM
DOORS OPEN @ 7:00 PM
AGES: ALL AGES

BUY TICKETS



THE MOTELS

SUPPORTING ACT: BOW WOW WOW
& GENE LOVES JEZEBEL

SATURDAY, APR 19 @ 8:00 PM
SUPPORTING ACT @ 7:00 PM

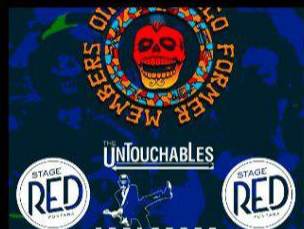
This website utilizes technologies such as cookies to enable essential site functionality, as well as for analytics, personalization, and targeted advertising. [Privacy Policy](#)



TOM GREEN

WEDNESDAY, APR 23 @ 7:00 PM
DOORS OPEN @ 5:30 PM
AGES: ALL AGES

BUY TICKETS



OINGO BOINGO FORMER MEMBERS

SATURDAY, MAY 3 @ 8:00 PM
DOORS OPEN @ 7:00 PM
AGES: ALL AGES

BUY TICKETS



THE ENGLISH BEAT

SATURDAY, MAY 24 @ 8:00 PM
DOORS OPEN @ 7:00 PM
AGES: ALL AGES

BUY TICKETS

565

EXHIBIT "B"



City of Fontana
invoice July 2026.do

July 29, 2026

Invoice 729

City of Fontana
8353 Sierra Ave.
Fontana, A 92335

RE: Stage Red Legal expenses for trademark

Legal document preparation and trademark processing \$16,749.15.

Total amount due to Red Head Inc. \$16,749.15.

If you have any questions, please contact Renata Ravina at 415 382-1015.

MERCHANDISING ADDENDUM

Merchandising Addendum dated as of the ____ day of August, 2026 by and between Red Head Inc., a California corporation, P.O. Box 5395, Novato, CA 94948 (hereinafter referred to as “Company”) and City of Fontana, a California municipal corporation located 8353 Sierra Avenue, Fontana, California 92335 (hereinafter referred to as “City”). The Company and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Company has the sole and exclusive right to use and to license others to use the name and likeness of Sammy Hagar (hereinafter referred to as “Artist”) for the purposes of merchandising and marketing; and

WHEREAS, Artist is a popular performer in the entertainment industry; and

WHEREAS, City owns and operates a live performance venue entitled Stage Red, A Sammy Hagar Venue (“Venue”); and

WHEREAS, Company and City are parties to a Naming Rights Agreement dated September 30, 2022; and

WHEREAS, on August ___, 2026, Company and City entered into that First Amendment to the Naming Rights Agreement, pursuant to which, among other things, Company assigned, transferred and conveyed to City all of its right, title and interest in and to the trademark “STAGE RED” (the “Trademark”); and

WHEREAS, Company and City desire to enter into this Merchandising Addendum to supplement the Naming Rights Agreement to introduce provisions related to merchandising rights, whereby the terms and conditions set forth hereinafter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and for other good and valuable considerations, Company and City agree as follows:

- 1. DEFINITIONS:** All capitalized terms used herein shall have the same meaning as in the Agreement, unless otherwise defined herein.
 - A. “Term” shall mean the period commencing on August ___, 2026 and continuing on a co-terminus basis with the Naming Rights Agreement, unless earlier terminated pursuant to this agreement.
 - B. “City’s Licensed Subject Matter” shall mean the intellectual property identified and described in Exhibit **A-1** attached hereto, including, without limitation, any names, symbols, emblems, designs, depictions, characterizations, likenesses, visual representations, trademarks, logos, copyrights, and other materials specifically set forth in the exhibit.
 - C. “Company’s Licensed Subject Matter” shall mean the intellectual property identified and described in Exhibit **A-2** attached hereto, including, without limitation, any names, symbols, emblems, designs, depictions, characterizations, likenesses, visual representations, trademarks, logos, copyrights, and other materials specifically set forth in the exhibit.
 - D. “Licensed Subject Matter” shall mean City’s Licensed Subject Matter and Company’s Licensed Subject Matter.

- E. “Products” shall mean merchandise items approved by Company and City embodying any of the Licensed Subject Matter. Products may include without limitation, T-shirts, jerseys, sweatshirts, hats, programs, posters, pictures, stickers, buttons and lights.
- F. “Actual Cost” of the Products shall mean all costs actually incurred by the respective party in its design (including artwork), manufacturing and shipping of the Products and registering of trademarks and/or copyrights therefor, all as evidenced by invoices and bills paid by the respective party. For purposes hereof, no overhead and/or interest shall be included in the calculation of the Actual Cost of the Products.

2. GRANT OF LICENSES.

- A. Company’s Grant of License to City. Company hereby grants to City, and City hereby accepts from Company, subject to the terms hereof, the sole and exclusive right and license to use Company’s Licensed Subject Matter:
 - i. To manufacture Products or have Products manufactured during the Term; and
 - ii. To distribute and sell Products through (i) physical locations within a fifty (50) mile radius of the Venue, and (ii) through the related websites and social media accounts of City and Venue, provided that such distribution and sales comply with the terms of this Agreement.
- B. City’s Grant of License to Company. City hereby grants to Company, and Company hereby accepts from City, subject to the terms hereof, the sole and exclusive right and license to use City’s Licensed Subject Matter:
 - i. To manufacture Products or have Products manufactured during the Term; and
 - ii. To distribute and sell Products through (i) physical locations outside a fifty (50) mile radius of the Venue, and (ii) any website or social media accounts of its choosing, provided that such distribution and sales comply with the terms of this Agreement.

3. MERCHANDISING STANDARDS.

- A. Each the City and Company agree that all use of the other Party’s Licensed Subject Matter shall be solely on merchandise manufactured by or for the applicable Party in accordance with artistic standards approved by the other Party. Prior to the manufacture of any merchandise, the submitting Party shall deliver to the reviewing Party, via electronic mail, graphic representations of the proposed merchandise for review and approval. The reviewing Party shall have thirty (30) days from receipt thereof to approve or provide written comments. The reviewing Party’s failure to respond within such period shall constitute approval of the proposed merchandise.

The review of the proposed merchandise shall be limited to determining whether the merchandise meets reasonable artistic standards consistent with the nature of the merchandise. Approval shall not be unreasonably withheld, conditioned or delayed.

No merchandise displaying either Party's Licensed Subject Matter shall be manufactured by the other Party without such prior approval.

- B. In the event that the applicable artistic standards approved under this Agreement are not maintained throughout the period of manufacture, upon written notice specifying the affected merchandise item, including the product name, SKU, or production batch, and reasons why such standards are not met, the non-compliant Party shall immediately discontinue the manufacture and distribution of only the specific merchandise item identified in such notice. Such discontinuation shall not preclude such Party from manufacturing and distributing other merchandise items that meet the quality standards.
- C. Each Party shall manufacture, or have manufactured on its behalf, only so many Products as such Party reasonably calculates are required for sale in connection with the license granted to it hereunder.
- D. City shall provide Company, upon reasonable request and no more than quarterly, with an inventory summarizing the number and type of Products on hand with respect to the Venue. Company shall provide City, upon reasonable request and no more than quarterly, with an inventory summarizing the number and type of products on hand relating to any other City Licensed Subject Matter, other than STAGE RED.
- E. Each Party shall pay its own costs and expenses in connection with the merchandising of the Products including production, manufacturing, packaging, shipping, distribution, sales personnel and concessionaires.
- F. The Parties agree that all of its sublicensees shall be subject to the other Party's prior written approval, such approval not to be unreasonably withheld.

City agrees to sell Company a reasonable number of Products for Company's personal use at a price equal to City's Actual Costs therefor plus five percent (5%) plus shipping. Said Products shall be delivered to Company at the address below upon receipt by City of payment in full. Said payment shall be deemed excluded from royalty bearing gross receipts as described herein.

Red Head Inc.
P.O. Box 5395
Novato, CA 94948

4. ARTWORK.

- A. Prior to using any designs, packaging, advertising, or other advertising material, or other materials that include the other Party's License Subject Matter in connection with Products (hereinafter collectively the "Artwork"), the submitting Party shall submit such Artwork to the reviewing Party for prior review and approval. The reviewing Party shall be deemed to have granted approval with respect thereto if it does not notify the submitting Party, in writing, to the contrary (stating specific objections) within thirty (30) days after receipt thereof.

Any Artwork submitted by a Party for use by the other Party shall remain the submitting Party's Artwork and shall be deemed approved for use unless expressly

stated otherwise in writing or unless such Artwork is materially altered in any way by the non-submitting Party. By submitting its Artwork for use by the other Party, the submitting Party grants the other Party the right to use such Artwork in the manufacture, distribution, marketing, and sale of Products. Each Party represents and warrants that it will either own the Artwork or otherwise has the right to grant the other Party the license to use the Artwork as provided herein.

- B. Each Party shall be responsible for all costs associated with the creation of its respective Artwork and all right title and interest in and to the elements comprising same shall be owned by the Party that created such Artwork; provided, however, that each Party shall retain all right, title and interest in and to its respective Licensed Subject Matter. After the end of the Term, neither Party shall have any rights whatsoever to use or exploit any Artwork that contains or incorporates the other Party's Licensed Subject Matter for any purpose.
- C. Each Party agrees that, subject to the terms and conditions of this Agreement, the other Party's Artwork may be used, copied, reproduced and/or exploited by the receiving Party in any manner in connection with the manufacture of the Products.
- D. To the extent that the Products embody either Party's Licensed Subject Matter, the Party owning such Licensed Subject Matter may provide reasonable instructions regarding the form, placement and other details of the Licensed Subject Matter on the Products, including, without limitation, placement of the required copyright, trademark and/or service mark notices on the Products. In connection therewith, the other Party shall, at its own cost, therefore, use its best efforts to comply with all legal requirements.
- E. Each Party acknowledges the value of the publicity and good will associated with the other Party's Licensed Subject Matter, and in such connection, acknowledges that such good will exclusively belongs to the Party owning such Licensed Subject Matter.
- F. Each party reserves all rights pertaining to its own respective Licensed Subject Matter except as specifically granted hereunder.

5. ROYALTIES.

- A. Company's License to City (Company's Licensed Subject Matter). In consideration of the rights and license herein granted in Section 2, City hereby agrees to pay to Company, a royalty equal to fifty percent (50%) of the Gross Profits derived from the sale of Products pursuant to the terms hereof.

For purposes of this Section, "Gross Profits" means the gross amounts actually received by City from such sales, less the direct cost of manufacturing or producing the Products (including materials and production costs), and less applicable sales taxes, value added taxes, and any equivalent taxes collected and remitted to the appropriate taxing authority, without deduction of any other kind.
- B. City's License to Company (City's Licensed Subject Matter). No royalty shall be payable to City for Company's use of the trademark "STAGE RED" pursuant to the license grant set forth in Section 2. However, with respect to Company's use of any other City Licensed Subject Matter, Company shall pay to City a royalty equal to fifty percent (50%) of Gross Profits received by Company from the sale of Products incorporating such City Licensed Subject Matter.

For purposes of this Section, “Gross Profits” means the gross amounts actually received by Company from such sales, less the direct cost of manufacturing or producing the Products (including materials and production costs), and less applicable sales taxes, value added taxes, and any equivalent taxes collected and remitted to the appropriate taxing authority, without deduction of any other kind.

6. ACCOUNTING.

- A. Within thirty (30) days after the end of each quarterly period during the Term, each Party shall provide a formal accounting of Gross Profits derived from the sale of Products from the prior quarterly period and shall pay or, if applicable, shall credit Company all royalties due, if any, in connection with the sale of Products for such quarterly period.
- B. Such accounting shall include detailed concession reports, a statement of all Gross Profits derived from the sale of the Products indicating the number and description of each item of the Products sold and the gross sales prices of each such item less applicable taxes, and the calculation of any royalties payable to the other Party.
- C. Each Party shall keep accurate books of account governing all transactions involving the Products. Company, or its duly authorized representative, shall have the right at any time, but in no event later than two (2) years after the date that each accounting is rendered to Company, at its sole expense, to audit the books and records of City with respect to the sale of the Products, upon reasonable notice to City; provided, however, that said audit is conducted at a time and place determined solely by City so as not to unreasonably interfere with City’s business. City shall have thirty (30) days following receipt of such report to review and dispute the findings in writing. The parties shall work in good faith to resolve any disputed items.

Likewise, City or its duly authorized representative, shall have the right at any time, but in no event later than five (5) years after the date that each accounting is rendered to City, at its sole expense, to audit the books and records of Company with respect to the sale of the Products, upon reasonable notice to Company; provided, however, that said audit is conducted at a time and place determined by Company so as not to unreasonably interfere with Company’s business. Company shall have thirty (30) days following receipt of such report to review and dispute the findings in writing. The parties shall work in good faith to resolve any disputed items.

If any audit determines that an underpayment has occurred, and such determination is not successfully disputed, interest on the amount of the underpayment shall accrue at a rate of ten percent (10%) per annum, commencing thirty (30) days following final resolution of the dispute (or, if undisputed, thirty (30) days following delivery of the audit report), and continuing until the date such underpaid amounts are paid in full.

No amounts shall be payable, and no interest shall accrue, with respect to any disputed amounts unless and until such dispute is resolved, except as expressly provided herein.

7. WARRANTIES AND REPRESENTATIONS.

- A. Each Party hereby warrants and represents to other Party that it has the exclusive right and authority to grant to the other Party the rights granted herein.

- B. Each Party hereto warrants and represents that it is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to its rights to execute this Agreement, to grant the rights herein granted and to perform its obligations hereunder.
- C. Each Party warrants and represents that none of the artwork furnished or to be furnished by such Party or its agents pursuant to the terms hereof, nor the exploitation or use thereof in accordance with the terms hereof, will violate or infringe upon any common law or statutory law or rights of any party, including without limitation contractual rights, trademarks, copyrights, and rights of publicity and privacy.
- D. Each Party acknowledges that no rights in the other Party's Licensed Subject Matter are granted under this Agreement except as otherwise expressly provided herein, and, except as so provided, each Party reserves all rights in and to its respective Licensed Subject Matter.
- E. City will not enter into any agreement relating to the Company Licensed Subject Matter for commercial tie-ups or combination sales of any kind, nor will City give away Products as premiums or otherwise without Company's prior written consent.
- F. Company will not enter into any agreement relating to City's Licensed Subject Matter, other than the "STAGE RED" trademark, for the commercial tie-ups, combination sales, or promotional giveaways of any kind without City's prior written consent.
- G. The Parties will not make or authorize any use, direct or indirect, of the Licensed Subject Matter in any manner not expressly permitted under this Agreement and it will not knowingly sell Products covered by this Agreement to persons who intend or are likely to re-sell them in any manner other than as set forth herein.
- H. Company shall use City's Licensed Subject Matter solely in accordance with the terms and scope of this Agreement. Any use of City's Licensed Subject Matter outside the scope of this Agreement shall require City's prior written consent.
- I. Neither Party shall harm, misuse or bring into disrepute the other Party's Licensed Subject Matter.
- J. Neither Party shall create or incur any expenses chargeable to the other Party without the other Party's prior written approval.
- K. Neither Party shall use the other Party's intellectual property in any manner that disparages, dilutes, or otherwise harm the other Party or the value of its intellectual property. Each Party shall promptly notify the other of any known unauthorized use, infringement, or misuse of the other Party's intellectual property by any third party, and shall cooperate with the other Party in any legal or administrative action such Party elects to take to protect its intellectual property. Each Party shall have the right, but not the obligation, to pursue such enforcement action with respect to its own Trademark, in its sole discretion.

8. INDEMNIFICATION.

The Parties hereto shall indemnify, defend, protect, save and hold each other harmless from and against any and all actions, claims, suits, losses, judgments, penalties, liabilities, damages, costs and expenses (including without limitation reasonable attorney's fees and court costs) of whatever kind and nature imposed on, incurred by or asserted, brought or made against either Party arising out of the other Party's breach of any of its representations or warranties made pursuant to this Agreement or through the sole negligence or intentional acts of its officers, directors, employees, or representatives. The Parties hereto shall give each other prompt written notice of any such action, claim or suit and the Party so noticed shall have the opportunity, at its option, to participate in the defense thereof through counsel of its own choice at such Party's sole cost and expense.

9. INSURANCE.

Prior to the sale of any Products, the Parties shall, at its own expense, obtain and maintain during the Term hereof a Products Liability Insurance Policy from a recognized insurance company qualified to do business in the State of California. Said policy shall name the receiving Party and as additional insureds against any claims, suits, losses, or damages arising out of the use of the Products and any alleged defects in the Products. Said policy shall be in an amount of not less than Five Million Dollars (\$5,000,000). The receiving Party shall be provided with a certificate of insurance evidencing the existence of said policy and the coverage of receiving party. Said policy shall provide that receiving party shall be given notice by said insurance company at least ten (10) days prior to the cancellation or expiration of the policy.

10. INFRINGEMENT.

City and Company shall use its best efforts to protect each Party's rights in and to the Licensed Subject Matter and the Products, including without limitation using their best efforts to discover, prevent and prohibit the illegal sale of Products and/or items of merchandise similar to Products by unlicensed third parties. Each Party hereto shall promptly notify the other of an infringement or other unauthorized exploitation of either Party's Licensed Subject Matter or Products by any third party.

11. TERMINATION.

- A. If either Party hereto breaches any of the material terms and conditions of this Agreement, the Party claiming such breach shall have the right, if it so elects, to serve upon the Party alleged to be in breach of the Agreement a written notice of its intention to terminate this Agreement and the Party alleged to be in breach shall thereupon have a period of thirty (30) business days within which to remedy said breach. If the Party alleged to be in breach fails to so remedy said breach, then upon the expiration of said thirty (30) business day period this Agreement shall automatically terminate.
- B. Termination of this Agreement pursuant to the provisions of this clause shall be without prejudice to any other rights which either party may otherwise have against the other.
- C. If either Party hereto becomes insolvent or files a petition in bankruptcy, or if a petition in bankruptcy is filed against either Party, or either Party makes an assignment for the benefit of creditors or makes any arrangement pursuant to any bankruptcy law or a receiver is appointed, this Agreement may be automatically terminated by the other Party at its election.

- D. If at any time during the Term hereof by reason of any act of God, fire, earthquake, flood, explosion, strike, labor disturbance, civil commotion, act of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Company, Artist or City, its subsidiaries or affiliates or the industry in which it is or they are engaged or any shortage of or failure or delays in the delivery of materials, supplies, labor or equipment or any other cause or causes beyond the control of Artist, Company, and/or City, the performance of Company's or City's obligations hereunder is delayed, hampered, interrupted or interfered with or otherwise becomes impossible or impracticable, and if such condition exists for ninety (90) consecutive days or for a total of ninety (90) days in any six (6) month period during the Term, then either Party may upon notice to the other terminate this agreement.

12. ASSIGNMENT.

Neither Company nor City shall assign this Agreement without the prior written consent of the other Party, except that Company shall have the right to assign this Agreement to any subsidiary, or to any person, firm or corporation owning or acquiring a substantial portion, fifty one percent (51%), of Company's stock or assets.

13. NOTICES.

All notices and statements provided for herein shall be in writing and, together with all payments provided for herein, shall be sent by United States mail, postage prepaid, or sent by email to the address set forth above or such other address as may be designated in writing from time-to-time. A copy of all notices to City shall be sent to Best Best & Krieger, c/o City of Fontana City Attorney, 2855 E, Guasti Road, Suite 400, Ontario, CA 91761. A copy of all notices to Company shall be sent to Berman Entertainment and Technology Law, 600 California Street, 11th Floor, San Francisco, CA 94108. Properly addressed notices delivered or sent as provided herein shall be deemed given when post-marked if delivered by mail, or on the date thereof if sent by email.

14. MISCELLANEOUS.

- A. This Agreement sets forth the entire understanding of the Parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or any of the terms or provisions hereof shall be binding upon either of the Parties unless confirmed by a written instrument signed by the Parties. No waiver by either Party of any term or provision of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- B. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. Notwithstanding the foregoing, in the event any provision held void, voidable, invalid or inoperative shall impair either Party's right to receive royalties here in under or impair either party's right to manufacture, distribute and sell Products in accordance with the Terms hereof, then this agreement shall be deemed to terminate.

- C. Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Neither Party hereto shall have the right to obligate or bind the other in any manner whatsoever nor hold itself out contrary to the terms of this paragraph, and neither Party shall become liable for any representation, act or omission of the other contrary to the provisions hereof.
- D. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either Party hereto against the other, each Party shall bear its own attorneys' fees and other costs incurred in connection with such action, suit, or proceeding, and no party shall be entitled to recover such fees or costs from the other.
- E. Except as otherwise provided in this Agreement all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.
- F. This Agreement has been entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California. The parties hereto agree that any lawsuit or proceeding initiated by one party against the other in connection with this Agreement shall be brought in San Bernardino California.

IN WITNESS THEREOF, the parties hereto have signed this agreement on the date first set forth above.

CITY OF FONTANA By: _____ Matthew Ballantyne, City Manager	RED HEAD INC. By: _____ Name: _____ Title: _____
ATTEST: By: _____	
APPROVED AS TO FORM: By: _____ Ruben Duran Assistant City Attorney	



EXHIBIT "A-2"

75821122



TI0712	GA	GA0	9	COMP	ETI0712
0.00	CT	GEN. ADMISSION	0.00	FC	0.00
CABO WABO & BEAVER PRES					
SAMMY HAGAR & THE WABOS					
WWW.REDROCKER.COM					
MUD ISLAND AMPHITHEATRE					
RAIN OR SHINE					
WED JUL 12 2006 7:30PM					
GA	401	1		GA	CN 05143
GA0				PP401MUD	
MUD152				GA0	
C12JUL				C	0.00
				9	

303817570440

ticketmaster

get tickets at ticketmaster.com

NO EXCHANGE EXCEPT AS PROVIDED HEREIN. NO REFUNDS. NO REENTRY.

TC0715	LAWN	L41548	C	0.00	ETC0715
00CCTX	\$3 PK PD/RAIN-SHINE			CNTTD	
CABO WABO/THE LOOP PRSNT					
SAMMY HAGAR & THE WABOS					
LOOPFEST 2006					
FIRST MIDWEST BANK AMP					
WWW.REDROCKER.COM					
SAT JUL 15 2006 DRS 3PM					
LAWN				LAWN	CN 40948
WMT130X				CACOMP	
L41548				L4	
4051243				0.00	
C13JUL6				\$548	

423404183286

First Midwest Bank
Amphitheatre

GET TICKETS @ LiveNation.com

ALL WEATHER EVENT
NO REFUNDS NO EXCHANGES

EXHIBIT "A-2"

ALL RESULTS

Events

RELATED EVENTS

The Yardbirds
Eric Burdon & The Animals
Dave Mason
Blue Oyster Cult
Bassnectar

OTHER EVENTS

In Stateline, NV
In Outdoor Arena at Harvey's
Feat. Sammy Hagar

EVENTS

Event details: Sammy Hagar

Data provided by Zvents



Date Fri May 7, 7:30 pm · [Other dates](#)
Venue Outdoor Arena at Harvey's
Category [Rock](#), [Pop](#), [Metal](#)

Details

Performers: [Sammy Hagar](#)

Tickets



\$169

[Buy now](#)

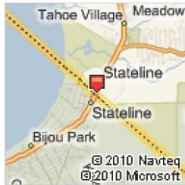
\$15 off purchases of \$100 or more
with code take15off



\$142 to \$219

[Buy now](#)

Venue details



Website <http://www.harveystahoe.com/casi...>
Address Highway 50 & Stateline Ave.,
Stateline, NV, 89449 · [1-click Directions](#)
Near by [Bars](#) · [Restaurants](#)

LIVENATION.com

000000000000

000000000000

MERCHANDISE

My Account

Customer Service

Follow Us

f

t

LIVENATION.com

ARTIST POWERED • FAN DRIVEN

Search

Search by Artist, Venue, or Event

Advanced Search

On Sale Now

On Sale Soon

Cheap Tickets

VIP Tickets

Venues

Merchandise

Currently Viewing Concerts in:
Atlanta, GA

Home » Artists » Sammy Hagar » Event Detail

citi

The official credit card of
LIVE NATION



Sammy Hagar Tickets

21+

Thursday 03/25/10 at 7:30 PM

San Manuel Indian Bingo and Casino

Highland, CA

Email

Share

See Sammy Hagar on 03/25/10 at San Manuel Indian Bingo and Casino in Highland, CA. Find Sammy Hagar tickets on LiveNation.com.

Event Info

Fan Wiki

Add or Edit Anything!

f Who's Going?

Get the word out and grab your friends!

I'm going!

I want to go

Be the first to say you're going to this event!

Fan Forum Q&A

Ask the experts! Your fellow music fans know it all.

Event Info

Lineup

Sammy Hagar

Events You Might Like

powered by lost.fm



Styx and Foreigner with special guest Kansas

Gibson Amphitheatre

Universal City, CA

05/18/10

Mobile

myRockTour

Sweepstakes

Be the First to Ask a Question!

[Ask a New Question](#)

[Policies & Guidelines](#)

Concert Reviews

Check out what fans have to say about a show!

[Write a Review](#)

Average Rating ★★★★★
Based on 4 reviews

★★★★★ THE MAN!

Cynthia Woods in The Woodlands, TX
Posted 11/20/08 by [TShockley](#) [This Fan's Reviews](#)

I NEVER miss a Sammy Hagar concert!!! He is soooooo fantastic and really rocks the house! He doesn't have one bad song and you never get tired of his concerts!! We always have a blast and are NEVER disappointed. He gets the fans involved while he is singing and drinking!
Was this review helpful? [Yes](#) / [No](#) ([Report as Abusive](#))

Share this Review: [f](#) [g+](#) [d](#) [t](#) [v](#)

★★★★★ Sammy Part I

The Pageant in St. Louis, MO 11/18/08
Posted 11/19/08 by [BertSid](#) [This Fan's Reviews](#)

Two things Santa and Sammy have in common? 1: Red 2: A year without either would be extremely depressing for all. Great show last night, I'm looking forward to how he'll top himself tonight!
Was this review helpful? [Yes](#) / [No](#) ([Report as Abusive](#))

Share this Review: [f](#) [g+](#) [d](#) [t](#) [v](#)

★★★★★ Red Rocker Rules St. Louis

The Pageant in Saint Louis, MO 11/18/08
Posted 11/19/08 by [STLJohn](#) [This Fan's Reviews](#)

Once again... Sammy showed how much he loves St. Louis!
The show at the Pageant was amazing... Probably the best setlist I've ever seen Sammy do here.
The first 3 songs were Rock 'n Roll Weekend, Plain Jane, and Turn Up the Music! He also did You Make Me Crazy later on in the show, which he said he'd never done live before.
The songs from the new album sounded great too. Cosmic Universal Fashion, Loud, and Where The Sun Don't Shine.
Plus all the other favorites like I Can't Drive 55, One Way to Rock, Why Can't This Be Love and more.
Plus he announced his new restaurant in St. Louis!
Can't wait for night 2 tomorrow night!

0 of 1 people found this review helpful.
Was this review helpful? [Yes](#) / [No](#) ([Report as Abusive](#))

Share this Review: [f](#) [g+](#) [d](#) [t](#) [v](#)



[See all Sammy Hagar concert reviews](#)



Buy Concert Tickets

North American Regions
BLOCKBUSTER® Store Locator
Concert Tickets
FAQ/Customer Service

Links

House of Blues®

Our Company

Careers
Developers
About Live Nation
Investor Relations
Advertise With Us
Sponsorship Opportunities
Affiliates
Social Networks

International

Belgium
France
Italy
Netherlands
Spain
United Kingdom
See All International Sites



Follow Live Nation



[Sitemap](#) | [Terms & Conditions](#) | [Privacy Policy](#)

© 2010 Live Nation Worldwide, Inc. Live Nation® is a registered trademark of Live Nation Worldwide, Inc.

StubHub

Find events

Search

Gift cards

Help

English

Sell tickets

My tickets

Sign in

ORDER DETAILS



STAGE

SIDE STAGE

1

2

3

4

5

6

7

GENERAL ADMISSION BLEACHER

Map is not drawn to scale and may not include all details.

FRI
SEP 27

Sammy Hagar Tickets

7:30 PM at Thunder Valley Casino, Lincoln, CA

SELECTED SEATS

SECTION	ROW	SEATS
Bleacher General Admission	GA	- @

Seat printed on ticket!

DELIVERY

Electronic

Ready to download and print by: Thu, Sep 26, 2019

TICKET PRICE

NUMBER OF TICKETS

\$88.00 each

1 ticket

Go to checkout